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**THE STATE OF NEW HAMPSHIRE  
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14  
CONCORD, NEW HAMPSHIRE 03301

Roger A. Sevigny  
Commissioner

Alexander K. Feldvebel  
Deputy Commissioner

August 8, 2017

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

**REQUESTED ACTION**

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract with Milliman, Inc. (Vendor #173344) of Seattle, WA in the amount of \$96,525, for consulting services effective upon Governor & Council approval through May 31, 2018. 100% Federal Funds.

Funding is available in account titled Rate Review Cycle IV Grant for Fiscal Year 2018.

**Rate Review Cycle IV Grant**

02-24-24-240010-59300000-046-500464 Consultants

**FY2018**

\$96,525

**EXPLANATION**

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

The consultant's primary responsibility will be to assist the Department to expand and improve the information in the Guide to Health Insurance section of NHID's [www.nhhealthcost.org](http://www.nhhealthcost.org) website. The major deliverables for the vendor include evaluating the existing Guide to Health Insurance, providing recommended updates and enhancements to the information provided, developing new content and organizing the information including drafting language and creating any visual aids as needed for loading onto the website.

The Request for Proposal was posted on the NHID's website on June 1, 2017 and sent to past bidders for NHID contract work and companies doing work in this field. Five bids were received. The bid was evaluated by NHID staff familiar with the project goals using a scoring system included in the RFP. After reviewing the bid response, the Commissioner selected Milliman, Inc. as most responsive to the RFP.

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

Respectfully submitted,

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

Roger A. Sevigny

**RRG-412 PROPOSALS EVALUATIONS**

Evaluation Committee members: Danielle Barrick, Eireann Spell, Alain Couture, Maureen Musterd, Martha McLeod

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

On June 27, 2017 the Evaluation Committee members met, and as a group assigned points to each bid per the "Specific comparative scoring process" described in each RFP.

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

<b>RFP/VENDOR</b>	<b>CONTRACTOR Meets Specific Criteria (30% or points)</b>	<b>CONTRACTOR General Qualifications &amp; Related Experience (30% or points)</b>	<b>PLAN of Work Timeframe and Deliverables (20% or points)</b>	<b>Bid Price- BUDGET AMOUNT</b>	<b>COST (20% or points)</b>	<b>TOTAL SCORE (100% or Points)</b>	<b>Score without \$\$\$</b>	<b>NOTES</b>
<b>RFP 2017-RRG-412 Healthcost Guide</b>								
Milliman, Inc.	20.00%	25.00%	15.00%	\$96,525	15.14%	75.14%	60.00%	
Compass	20.00%	20.00%	15.00%	\$84,050	17.38%	72.38%	55.00%	
Louis Karno & Company LLC	18.00%	18.00%	15.00%	\$74,668	19.57%	70.57%	51.00%	
BerryDunn	15.00%	20.00%	10.00%	\$99,168	14.73%	59.73%	45.00%	
Regulatory Insurance Advisors (IRA)	15.00%	12.00%	12.00%	\$73,054	20.00%	59.00%	39.00%	


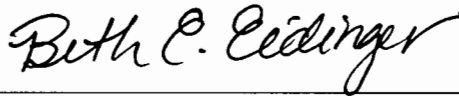
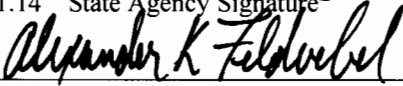
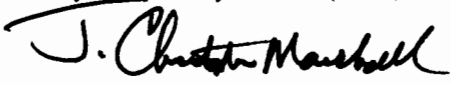
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

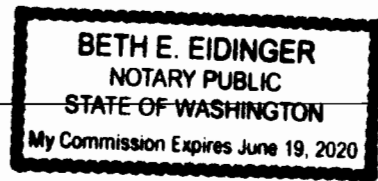
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 S. Fruit Street, Suite 14, Concord, NH 03301	
1.3 Contractor Name Milliman, Inc.		1.4 Contractor Address 1301 Fifth Avenue, Suite 3800, Seattle, WA 98101	
1.5 Contractor Phone Number 206-504-5725	1.6 Account Number 02-24-24-240010-59300000-046-500464	1.7 Completion Date May 31, 2018	1.8 Price Limitation \$ 96,525
1.9 Contracting Officer for State Agency Alexander Feldvebel		1.10 State Agency Telephone Number 603-271-2261	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory ANDREW NAUGLE, PRINCIPAL	
1.13 Acknowledgement: State of <u>Washington</u> , County of <u>King</u> On <u>August 7, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Beth E. Eiding, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Alexander K. Feldvebel, Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>August 21, 2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

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

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

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

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

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.


6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials   
Date 8/7/2017

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.

Contractor Initials       
Date 8/7/2017

**Milliman, Inc.**

**RFP 2017-RRG-412  
HealthCost Guide Enhancements**

**Exhibit A**

**Scope of services**

**Summary of Services to be provided:**

1. Evaluate the existing NH HealthCost.org Guide to Health Insurance (Guide) using available input from consumers, an analysis of site uses, and/or contractor expertise and research
2. Provide recommended updates and enhancements to the Guide including enhancements to the information provided, Q&As, layout and design
3. Upon approval of recommendations, develop new content using a variety of methods and organize the information including drafting language and creating any visual aids as needed for loading onto the website
4. Provide a quarterly review of the industry, trends and consumer input
5. Provide materials produced and documentation of content
6. The contractor shall perform all other tasks (with the exception of the optional focus groups) as described in the RFP 2017-RRG 412 Health Cost Guide Enhancements (attached) and the bid response (attached) which are incorporated by this reference.

*AP*  
8/7/2017



Milliman

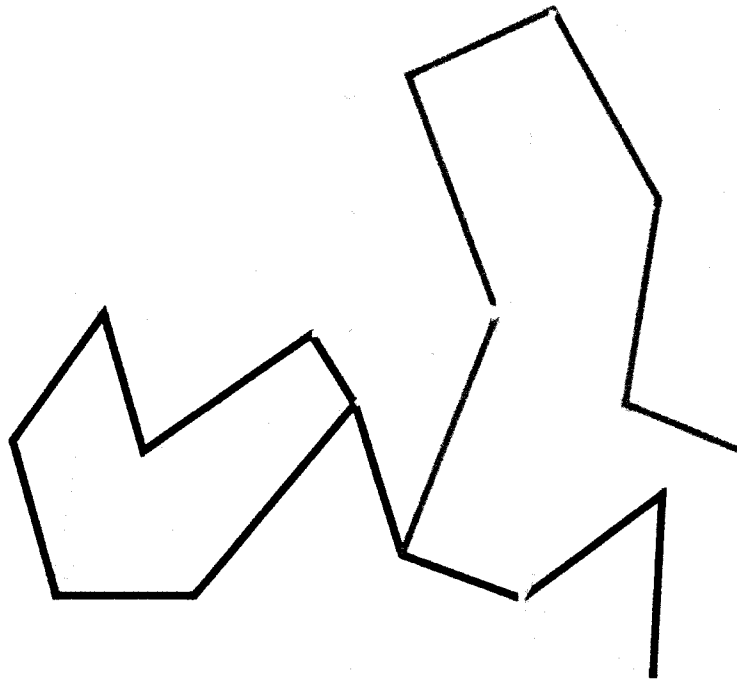
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NH INSURANCE DEPT.  
AUG 08 2017

## New Hampshire Insurance Department

Request for Proposals for HealthCost Guide Enhancements RFP-2017-RRG-412

Submitted by: Milliman, Inc.

Submission Date: June 22, 2017



**Milliman**

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June 22, 2017

Alain Couture  
New Hampshire Insurance Department  
21 South Fruit St., Suite 14  
Concord, NH 03301

**RE: Request for Proposals for Health Cost Guide Enhancements, 2017-RRG-412**

Dear Mr. Couture:

On behalf of Milliman, Inc. (Milliman), I am pleased to submit the response to the New Hampshire Insurance Department (NHID) Request for Proposal (RFP) for enhancing the on-line Guide to Health Insurance (Guide). This response describes our understanding of the project, proposed approach, budget, timeline, and deliverables.

NHID has a clear commitment to innovation and continuous improvement to meet the information needs of the New Hampshire population through tactics such as the on-line Guide. As the organization prepares to update this key resource, there are numerous matters to address, including user access, information flow and organization, and depth of content. We look forward to the opportunity to assist NHID in this important task.

Milliman is well qualified to provide the evaluation and update to the Guide as described in the Request for Proposal. We bring extensive experience working with development of consumer health and insurance industry information and resources. We believe that the combination of our specialized expertise in healthcare and insurance industry information, consumer communications and survey methodologies, and development of website design to optimize use, uniquely positions Milliman to assist with this project. Our response includes a discussion of Milliman's qualifications to perform the work, a description of our approach and our proposed team, references, and information on project cost.

Thank you for the opportunity to respond to this proposal. Should you have any questions, please don't hesitate to contact me at [maureen.lewis@milliman.com](mailto:maureen.lewis@milliman.com) or 206.504.5725.

Sincerely,



Maureen Tressel Lewis, MBA  
Healthcare Management Consultant

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## A. Introduction

Milliman, Inc. (Milliman) is pleased to provide our response to the New Hampshire Insurance Department (NHID) Request for Proposal (RFP) or evaluation, improvement and expansion of consumer health insurance information and tools available on The Guide to Health Insurance (Guide).

For more than 70 years, Milliman has pioneered strategies, tools and solutions worldwide. As one of the largest consulting and actuarial firms in the world, we are recognized leaders in the markets we serve. Clients know they can depend on us as industry experts, trusted advisors, and creative problem solvers.

Healthcare is Milliman's largest practice area and we are the leading healthcare consulting firm in the United States. Milliman's healthcare clients include numerous state and federal government agencies, over 80% of the health plans in the country, the majority of Medicare risk plans, and a growing majority of the Medicaid health plans.

Milliman staff keep apprised of consumer health industry issues through regular interaction with clients, industry forums, and extensive Milliman internal resources. A Milliman core strength is the ability to process large volumes of data and industry information which is then synthesized into meaningful and useful material.

## B. General Qualifications and Experience

The Milliman Technology and Operations Solutions practice is based in Seattle and is responsible for providing comprehensive and innovative health industry consulting solutions to our clients. As we understand the requirements of this RFP, the selected vendor will be responsible for:

- Evaluating the Guide for enhanced and improved consumer resource information to support understanding of the healthcare system and health benefits;
- Identifying, prioritizing, and recommending expanded content for consumers on topics such as navigating the health system, use of providers, and health insurance information; and
- Assisting in understanding constituency concerns through various methods, including optional focus groups

We have assembled a team of highly qualified consultants with the experience and expertise needed to efficiently and comprehensively respond to your requirements.

The following characteristics differentiate the Milliman team and approach proposed for this engagement:

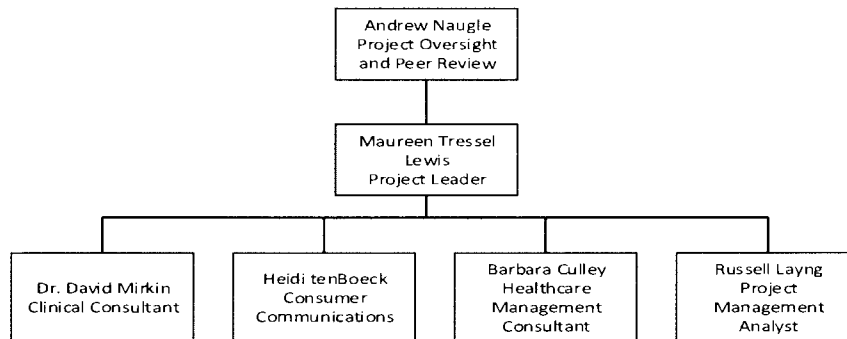
- Our staff are part of a larger team that shares new and emerging trends and knowledge from varied aspects of the healthcare industry. This provides a holistic view of the healthcare and health insurance industries. We routinely monitor industry and governmental agency websites and publications to keep apprised of evolving issues of interest to your constituents.
- We have extensive experience addressing unnecessary care utilization. We have provided assessments and recommendations to multiple organizations helping them identify and reduce unnecessary care through tactics such as member education and information sharing.

## Milliman

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- We have extensive knowledge of healthcare reimbursement issues, challenges of consumer navigation, and understanding of the complexity of healthcare benefits, and related access to appropriate providers and resources.
- We have expertise in identifying, using, and communicating information on quality metrics, including Star measures, HEDIS, NCQA, CAHPS, AHRQ, Medicare and Medicaid quality reporting, and others.
- Our staff have broad and successful experience in developing consumer oriented materials and communications for the health insurance industry.
- Milliman is widely recognized for its care management expertise. This includes consulting on disease management approaches for chronic conditions.
- The team selected for this project has expertise in health insurance, medical provider experience, insurance plan expertise, and consumer communications including development of focus groups, and survey methods.
- Additionally, the team has expertise in developing website content, evaluating user website experience, and designing web page flow. We have expertise to optimize click through rates, increase user engagement and website use, and in development of web-based surveys for continual user feedback and content refinement to meet evolving needs.

The team is organized as follows:



Biographies for each of our proposed team members are included in Appendix A. Other Milliman subject matter experts may be brought in as needed to provide advice and recommendations to successfully complete the project.

## C. Cost

Milliman bills on a time and expense basis. Each consultant is assigned an hourly rate based on his or her experience and expertise. The project budget is based on our estimate of the number of hours on the project.

We anticipate two site visits for the duration of the project with an estimated cost of \$3,000 per trip.

The not-to-exceed budget limit for this engagement is \$96,525 which includes materials and travel expense. Based on the scope of the project, and our experience with similar projects, we estimate the total budget for this engagement to be as shown in the table below.

NHID has expressed interest in potentially seeking additional feedback from users through focus groups. We have included cost information for an optional scope of work for conducting focus groups. The use of focus groups would be determined in discussion with NHID.

Project Task	Hours	Budget
Task 1. Analysis of current Guide based on best practices and consultant expertise	40	\$10,200
Task 2. Written recommendations for enhancement of the Guide submitted for approval	40	\$10,200
Task 3. Develop and organize website content for upload, coordinating with web provider	200	\$51,000
Task 4. Quarterly site review with identification of topics for on-going update and new materials. Submittal of updates for approval and subsequent posting. Task completed quarterly through end of contract	75	\$19,125
<b>Total Professional Fees</b> (Blended hourly rate – \$255)	<b>355</b>	<b>\$90,525</b>
Travel (two – three trips)		\$6,000
<b>Total Not-to-Exceed Budget</b>	<b>355</b>	<b>\$96,525</b>
<b>Optional focus groups (see assumptions below)</b>	--	\$30,000

Milliman will bill NHID the lesser of actual professional fees and expenses or the project total not-to-exceed amount. We reserve the right to reallocate budget dollars among tasks in our billing to adjust within the scope and budget of the project. Consultant hourly rates are include in Appendix B.

Focus Group Assumptions: The budget for the focus groups depends on the number of focus groups to be conducted. For purposes of this response, we have assumed that Milliman will conduct two focus groups on the same day at the same location. Additional groups on same day and same location can be added at an additional fee of \$5,000 per focus group. Group participant participants are usually paid an honorarium (ranging from \$200 to \$300 per participant) and provided refreshments. These expenses would be in addition to the professional fees for set-up and facilitation of the focus groups.

**Milliman**

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The detailed pricing shown in the table assumes that NHID engages Milliman to complete the full scope of work. If a scope revision is requested, Milliman reserves the right to develop a new budget estimate.

This proposal is subject to execution of a mutually agreeable consulting services agreement between New Hampshire Insurance Department and Milliman, Inc.

**D. Plan Of Work**

New Hampshire has a unique population with differing needs, interests, and challenges with the healthcare system. For example, a growing senior population, poverty in the northern part of the state, and approximately 11% of the population with no health insurance. We will use specific communication strategies and content design to assist general and specific audiences in navigating the complexity of the healthcare system. We are accustomed to tailoring communication to meet varying levels of health care literacy.

Upon signed agreement, we will focus quickly on evaluation of the Guide and available consumer information with the goal of significant enhancement prior to fall open enrollment period. This early work will comprise the majority of the project hours to substantially update the Guide.

After this initial phase of work, quarterly updates will be provided through the end of the contract to refresh, revise and/or update information as relevant and necessary.

There are no periods when our team resources are limited or inaccessible. The following table outlines the proposed high level tasks and deliverables for the project.

**1. PROPOSED PROJECT PLAN**

Tasks	Deliverable	Milestone
1. Evaluation of existing Guide, including available customer input and site use information.	<ul style="list-style-type: none"><li>Written recommendations for update/revision to the Guide</li></ul>	Sept 11, 2017
2. Submittal for NHID approval	<ul style="list-style-type: none"><li>NHID approval to proceed</li></ul>	Sept 18, 2017
3. Develop and organize the Guide content for upload. Coordinate with web provider	<ul style="list-style-type: none"><li>Guide content updated materials to web provider for upload</li></ul>	Sept 30, 2017
4. Quarterly review of consumer input, industry information updates, trends and topics of interest, and topics requiring regular update	<ul style="list-style-type: none"><li>Written update recommendations for NHID approval</li><li>Guide content update to web provider for upload</li></ul>	Nov 30, 2017 Feb 28, 2018 May 25, 2018
5. Project closure	<ul style="list-style-type: none"><li>Project materials/documentation</li></ul>	May 31, 2018
Optional focus groups as authorized by NHID	<ul style="list-style-type: none"><li>Summary document of findings</li></ul>	Target early September 2017

**Milliman**

We know consumers are likely to seek health insurance information during fall open enrollment. To that end, we structured our work to be concentrated at the beginning of the project for rapid enhancement in support of meeting those information needs. We can modify the plan based on discussion of NHID priorities. A more detailed view of the project is provided in the following timeline.

**2. TIMELINE**

A key objective of the proposed project timeline is to focus work at project initiation to ensure that the Guide is updated for consumer use during fall open enrollment.

Task	2017					2018				
	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
NHID Milliman execute contract										
Meet with NHID for project kick off										
Establish communications process										
Conduct site visit and interviews										
Review consumer feedback/determine need for focus groups and/or survey										
Conduct focus groups/surveys as needed (optional)										
Develop recommendations to update the Guide to enhance and update materials. Research and develop new tools, information, and links										
NHID review and approval										
Provide updated materials to web provider										
QA review of posted materials										
Quarterly update										
QA review of posted materials										
Quarterly update										
QA review of posted materials										
Quarterly update										
QA review of posted materials										
Transition of program to identified owner										
Project finalization, review, and closure										

The timeline will be reviewed with NHID at project launch and can be revised based on discussion of NHID priorities.

**3. PROCESS FOR WORKING WITH NHID (AND/OR VENDOR OF NHID)**

We typically begin each project by developing NHID and Milliman points of contact, agreement on frequency of communication and confirmation of process for approval and transfer of files to web provider. Our communication plan includes weekly calls with NHID project leaders at the project launch to ensure clear communications and shared expectations. We will work with you to evaluate frequency of communication as the project progresses. We have a history of building collaborative and communicative interactions throughout project life.



## **Milliman**

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We will also work with NHID to establish the process, expectations, and specific dates for the flow of work product to NHID for approval and subsequent publishing on the website by the NHID designated provider.

### **E. Point of Contact**

Maureen Tressel Lewis serves as the project leader and primary point of contact for this engagement.

Maureen Tressel Lewis, MBA  
Healthcare Management Consultant  
[Maureen.Lewis@milliman.com](mailto:Maureen.Lewis@milliman.com)

## **Milliman**

1301 Fifth Avenue, Suite 3800  
Seattle, WA 98101 USA  
+206 504 5725 Office

### **F. Conflict of Interest**

Milliman recognizes in conducting its business, integrity must underlie our relationships with each and every client. Milliman employees are responsible for complying with professional conduct standards to protect client assets, including confidential business intelligence and information. Confidentiality is also codified in our Consulting Services Agreement between Milliman and each client. The Consulting Services Agreement stipulates any information received from our client is considered to be confidential information. However, information received from our clients is not considered confidential if (a) the information is generally available in the public domain, (b) the information is independently developed by Milliman without using information from our client, or (c) Milliman appropriately receives the information from another source that is not under a confidentiality obligation to our client.

With over 50 offices providing a variety of products and services to clients worldwide, potential organizational conflicts of interest are not uncommon at Milliman. Milliman employs comprehensive conflict check processes. Prior to starting the project, Milliman conducts an internal conflict check to identify and resolve any issues of conflict in accordance with Milliman operating standards. Our current review of this potential project is that it does not present a conflict situation. If selected and prior to final engagement, Milliman will conduct a final conflict check.

While not a conflict of interest, for addition information and transparency, Milliman actuarial staff provide on-going services to the State of New Hampshire Department of Health and Human Services.

## G. References

The following references reflect recent engagements that illustrate our relevant team experience and skills to fulfill the requirements of this project.

Client	Engagement	Contact
State of Oklahoma	Consumer engagement for complex health care information including surveys and focus groups.	Oklahoma State Department of Health Julie Cox-Kain, Deputy Secretary, Health and Human Services 1000 NE 10th St Oklahoma City, OK 73117 (405) 271-5600 Juliek@health.ok.gov
Legacy Health	Health benefit and general insurance information including short videos on key concepts, e.g. what is a deductible for employee audience.	Jason Schibel Director, HR Service Center, Benefits, & HR PMO Legacy Health 503-415-5600 jschibel@lhs.org
Colorado Access	Creation of member materials and public facing health care information, including Spanish language version.	Ann Lacy-Balliet (currently MCG Health) 901 5th Ave #2000, Seattle, WA 98164 (303) 810-0872

## H. Terms and Conditions

We are prepared to begin this work immediately upon receipt of a signed agreement. This proposal is conditional upon execution of a mutually agreeable contract between Milliman and NHID.

## Appendix A: Consultant Biographies

**Andrew L. Naugle**

MBA

Principal & Healthcare Management Consultant



**CURRENT RESPONSIBILITY**

Andrew is a principal in the Seattle office of Milliman. He joined the firm in 2000.

**EXPERIENCE**

Andrew specializes in helping insurers, exchanges, provider organizations, and other risk bearing entities with strategic planning and execution. He specializes in administrative operations, use of technology, and analytics.

During his 20-year career in the insurance industry, Andrew has consulted with clients on a broad range of topics including:

- Leading strategic and enterprise transformation initiatives
- Designing, evaluating, and improving administrative operations
- Assessment of transactional, medical management, and analytics capabilities
- Leading administrative expense allocation, benchmarking, and optimization projects
- Coordinating application processes and writing applications for insurance licenses, product applications, and government proposals
- Managing vendor selection processes
- Designing and implementing policies, procedures, and work instructions
- Conducting market research and surveys
- Writing insurance related documents such as proposals, articles, speeches, prepared testimony, and marketing copy

Andrew's current research is focused on private health insurance exchanges.

He also has 20 years of experience with public-sector programs such as Medicare, Medicaid, TRICARE, and the VA. He has assisted clients in development of winning proposals for state and federal contracts.

**PRESENTATIONS AND PUBLICATIONS**

Transgender healthcare coverage: Prevalence, recent trends, and considerations for payers. Milliman. (2016)

"Aligning Higher Performance Through Shared Savings Programs: A Discussion Paper." The Center for Care Innovations. (2014)

"Operationalizing the Marketplace: Building a System that Supports Consumers." Consumer Driven Healthcare and Private Exchange Engagement and Experience Summit. (2014)

"Field of Dreams? Exchanges and Critical Illness Sales." Critical Illness Insurance Forum. (2014)

"Product Development and Communication." Association of Insurance Compliance Professionals 27<sup>th</sup> Annual Conference. (2014)

"Benchmark Your Health Plan's Administrative Costs and Services." International Foundation of Employee Benefit Plans. (2011).

"Excess Health Insurance Administrative Expenses," *The Healthcare Imperative: Lowering Costs and Improving Outcomes: Workshop Series Summary*. Roundtable on Evidence-Based Medicine, Institute of Medicine, 2010

**AFFILIATIONS**

- Professional, Academy for Healthcare Management
- Advisory Council, US Healthcare Efficiency Index, CAQH

**EDUCATION**

- BA, English, Wabash College
- MBA, University of Notre Dame



**Maureen Tressel Lewis**

MBA

Healthcare Management Consultant

**CURRENT RESPONSIBILITY**

Maureen is a healthcare management consultant in the Seattle office of Milliman. She joined the firm in 2012.

**EXPERIENCE**

Maureen specializes in analysis, strategy development, and designing and improving management, operations and performance for health care organizations that helps lead them through strategic and operational transitions.

During her 20-year career in the health care industry, Maureen has consulted with clients on a broad range of topics including:

- Assessing, developing, and implementing organizational strategies in emerging markets.
- Conducting and facilitating multi-stakeholder engagement and information gathering processes, synthesizing findings, and developing output for public and private users.
- Designing and launching programs focused on reducing cost and improving outcomes and integration across the health system.
- Developing and implementing business turnaround strategy to improve financial and operational performance and customer retention.
- Evaluating, designing, and implementing strategic account management programs.
- Planning, evaluating, and improving administrative operations.
- Managing and benchmarking administrative expense and cost allocation.
- Developing and implementing processes and programs designed to help secure accreditation by organizations such as NCQA.
- Writing requests for proposals and managing vendor selection processes.
- Facilitating strategic planning and evaluation of strategic options.

Maureen works with clients to help them evaluate and respond to new market opportunities, including helping design and implement infrastructure to support public and private Exchange operations and emerging Medicaid and Medicare programs. Maureen has provided executive leadership and management support through numerous RFPs, organizational mergers and reorganizations, and corporate acquisitions.

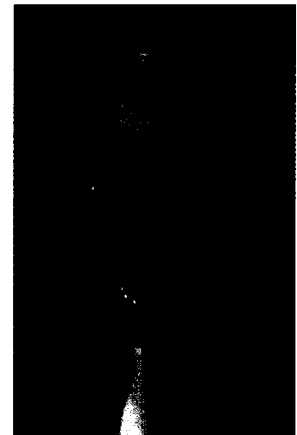
Prior to joining Milliman, Maureen held senior leadership positions in health plan and population health organizations. In these roles, she led business units with responsibility for end-to-end operations, including developing and implementing numerous strategies designed to turn around business performance and reduce or manage cost.

**PUBLICATIONS AND AFFILIATIONS**

- "Provider as Payer: Trends in provider organizations offering direct-to-employer coverage" Presentation, September 2015
- "Administrative Cost Management" Presentation, November 2014
- "Supporting the Patient Centered Medical Home" White Paper, June 2011
- Patient Centered Primary Care Collaborative Executive Committee, 2010 - 2011

**EDUCATION**

- BS, Medical Technology, University of Washington
- MBA, Seattle University, (Beta Gamma Sigma)



**David P. Mirkin**

MD

Principal, Physician Healthcare Management Consultant  
Chief Medical Officer, Milliman MedInsight**CURRENT RESPONSIBILITY**

David is a principal and healthcare management consultant with the New York office of Milliman. He also is the Chief Medical Officer for Milliman's MedInsight data warehousing and decision support analytic tool system. He joined the firm in 1995.

**EXPERIENCE**

David is a family practitioner with 30 years of experience in medical management. He serves as a senior consultant assisting clients in a variety of areas, including utilization management, provider profiling, disease management, length-of-stay management for hospitals, return-on-investments evaluations for disease management and wellness programs, and clinical data analysis. David has significant international experience consulting to clients in the U.K., Europe, South America, Middle East and Asia. In addition to consulting he supervises MedInsight's clinical and IT staff in India developing products and tools for US and international healthcare organizations. David is the innovator for several MedInsight tools including the Chronic Condition Hierarchical Groups (CCHGs) and the Care Management Impact Model (CMIM).

Prior to joining Milliman, he was corporate medical director and senior medical director for Medicare risk at FHP International. He also was a member of a four physician family practice group in rural Idaho for ten years.

**PROFESSIONAL DESIGNATIONS**

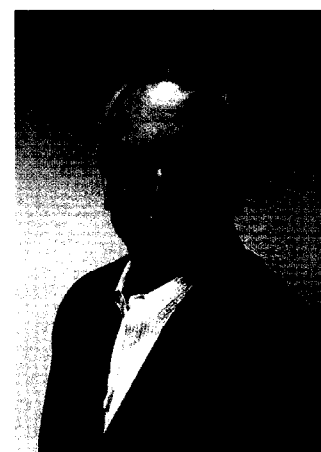
David holds active medical licenses in California, Utah, and Pennsylvania.

**AFFILIATIONS**

- Member, Editorial Board, *The American Journal of Managed Care*
- Member, Editorial Board, *Population Health Management*
- Member, Advisory Board Institute for Value Based Insurance Design
- David has been active in the sports medicine field and worked as a volunteer physician at the United States Olympic training center in Colorado Springs, Colo.

**EDUCATION**

- Graduate, University of California, Riverside
- MD, University of Washington
- David's post-graduate training was at the San Bernardino County Medical Center, where he completed a residency in family medicine in 1981. He served as chief resident for the medical center from 1980 to 1981.
- He attended the University of Utah Graduate School of Business Executive MBA program, Salt Lake City, Utah.



**Heidi tenBroek**

Principal, Employee Communication



**CURRENT RESPONSIBILITY**

Heidi focuses on conveying today's complex benefit issues to meet specific employer and employee needs. Clients rely on her ability to clarify, interpret, and apply details using sound communication principles.

**EXPERIENCE**

Heidi has over 20 years of experience in employee communication. Specific areas of expertise include healthcare communication, retirement communication, and employee research.

Heidi's recent work has included:

- Designing strategies to increase employees' awareness of their role as active healthcare consumers
- Managing a communication campaign to introduce a high-deductible health plan and health savings account, including announcements and open enrollment materials
- Conducting employee focus groups on the topic of paid time off, then designing and implementing a strategy to smoothly roll out PTO in the face of employee skepticism
- Assisting with the design of a detailed three-year communication work plan—including preliminary focus groups and an employee survey—to roll out healthcare cost-management initiatives designed to reduce healthcare cost increases to the employer without charging employee premiums
- Conducting executive interviews to give human resources the information it needed to create a benefits strategy with executive support
- Implementing retirement plan choice communication campaigns

- Developing a short video to introduce a new HR service to physicians and staff in a healthcare organization
- Establishing an employee research strategy for a large public employer to gauge small employers' perceptions and intentions regarding their healthcare benefits
- Providing ongoing support to a healthcare organization combining corporate services
- Developing communication strategy and templates for an organization introducing a new HR information system
- Developing a communication strategy and materials to announce a defined benefit freeze and defined contribution enhancement
- Conducting one-on-one meetings to ensure participant understanding of significant retirement plan changes
- Implementing a series of newsletters and open enrollment materials to introduce active employees and retirees to a consumer-driven health plan
- Updating and rewriting a variety of summary plan descriptions

**EDUCATION**

- Bachelor of Arts, Economics, Mills College



**Barbara Culley**

MPA, NHA

Healthcare Management Consultant

**CURRENT RESPONSIBILITY**

Barbara is a healthcare management consultant with the Seattle office of Milliman.

**EXPERIENCE**

Barbara has significant experience across the continuum of healthcare spanning from inpatient to outpatient organizations, insurance plans, managed care to fee-for-service and the delivery of long-term care services in the public and private sectors. This movement across healthcare services and settings provides a broad understanding of the industry.

Barbara specializes in operations assessment and improvement, strategy development, and regulatory compliance. She has 30 years of experience in healthcare operations and quality improvement programs, including NCQA and WSQA. Barbara has extensive knowledge of managing complex projects to realize optimal results with innovative solutions. She has led initiatives to identify and implement opportunities for new revenue streams.

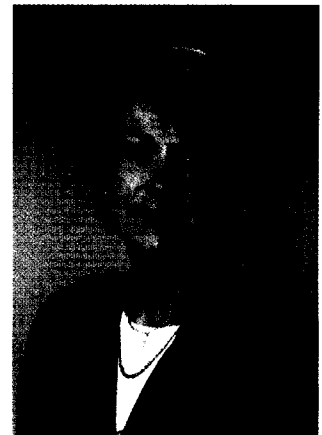
Barbara has specific expertise in analyzing operational efficiency and creation of solutions to challenges. She has directed the operations of various delivery systems. Most recently Barbara has focused on the assessment of client challenges, creation of action plans for issue resolution and subsequent planning for future positioning.

**PRESENTATIONS**

"Navigating the Compliance Highway", Leading Age Washington summer conference, 2012

**EDUCATION**

- BA, Western Washington University
- MPA, University of Washington





**Russell R. Layng**  
Healthcare Analyst



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**CURRENT RESPONSIBILITY**

Russell is a healthcare analyst in Milliman's Seattle office. He joined the firm in 2016.

**EDUCATION**

- BA, Philosophy, Tulane University

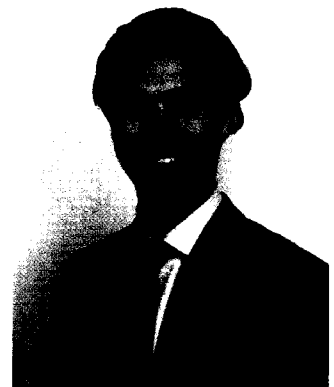
**EXPERIENCE**

Russell is a healthcare analyst, with strong data analysis and market research skills. His ability to conduct primary research, manipulate and analyze data, and tell compelling stories based on his findings allow him to deliver effective data-driven insights for Milliman's clients.

Russell's professional experience includes:

- Product development and marketing strategy development
- Market entry assessments
- Competitive landscape analysis
- Facilitating stakeholder engagement and information gathering processes
- Organizational administrative benchmarking
- Consumer behavior analysis and research
- Experimental design

Russell uses a systematic approach to his analysis, adapting to the needs of Milliman's clients and ensuring we help achieve their goals.



## Appendix B: Consultant Hourly Rates

Consultant	Hourly Rate
Andrew Naugle	\$440
Maureen Tressel Lewis	\$420
David Mirkin, MD	\$650
Heidi tenBroek	\$350
Barbara Culley	\$320
Russell Layng	\$160

**STATE OF NEW HAMPSHIRE**

**2017-RRG-412**

**REQUEST FOR PROPOSALS – HEALTHCOST GUIDE ENHANCEMENTS**

**INTRODUCTION**

The New Hampshire Insurance Department (NHID) is requesting proposals for a contractor to assist the NHID with improving and expanding the information available on “The Guide to Health Insurance” on the NHID’s [www.nhhealthcost.org](http://www.nhhealthcost.org) website. This contract will continue through May 31, 2018.

**GENERAL INFORMATION/INSTRUCTIONS.**

The NHHealthCost website is recognized for providing health care cost information to consumers and providing general information on the insurance market for employers. The NHID has created a Guide to Health Insurance (Guide) that is included on the NHHealthCost website as a resource for consumers. We collect data on usage of the website and note that the guide is frequently visited. The Guide has feedback mechanisms, and we collect data on how useful the answers in the FAQ’s are to consumers.

The NHID seeks assistance with reviewing the existing Guide and making appropriate improvements when necessary to the existing Questions and Answers so that consumers will better understand their health benefits and the health care system. The NHID is also looking to expand the Guide with new content and welcomes recommendations for improved layout and design

The Guide to Health Insurance may include but need not be limited to:

- Enhancements of current information for consumers with an in-depth focus on health insurance and how to effectively navigate the health care system
- Topics covering areas of frequent inquiry to the NHID Consumer Services unit
- Guidance on managing health care services and health insurance benefits, such as referrals, care for chronic conditions, and cost sharing
- Information on how the health care delivery system works, including the use of different provider specialties and alternative options for consumers (e.g. urgent care centers, naturopaths, optometrists, midwives, nurse practitioners, and telemedicine)
- Additional information available to assist with health care consumer decisions, such as what is available on <http://www.choosingwisely.org/>, NIH (including MEDLINE), CDC, AHRQ, <http://healthfinder.gov/>, and many other internet resources
- Input from consumers through events that engage consumers to find out their biggest concerns and questions, and/or the use of focus groups that could provide consumer input on topics and information contained in the guide

NHID expects that existing content improvement and new content will be developed using a variety of methods: analysis of existing site use and content feedback; contractor expertise and research; and perhaps additional feedback from users solicited by the contractor independently

The contractor shall be responsible for organizing the information upon approval of the recommendations, drafting language and creating any visual aids when appropriate so that all information (content language, links, etc. ) is ready to be loaded to the HealthCost website. The contractor should provide the NHID with a summary document that indicates information that needs to be updated regularly or information that is likely to change and evolve to allow the department to update the guide as needed efficiently. The contractor will act as a NHID resource for specifically improving the content contained in the Guide.

After completion of the contract, maintenance of the new information will be performed by the NHID and should not exceed 5 percent of an FTE.

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

Electronic proposals will be received until 4 pm local time on June 22, 2017, at the New Hampshire Insurance Department, 21 South Fruit St., Suite 14, Concord, NH 03301. Emails should be sent to Al Couture ([alain.couture@ins.nh.gov](mailto:alain.couture@ins.nh.gov)) and include in the subject line: "RFP for HealthCost Guide Enhancements".

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

## **EVALUATION OF PROPOSALS**

Evaluation of the submitted proposals will be accomplished as follows:

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

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

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

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

(1) Specific skills needed:

- a) Understanding of consumer issues, typical health care education levels, and the barriers and challenges faced when interacting with commercial health insurance

- and the health care delivery system.
- b) Effective website communication skills.
- c) Effective interpersonal skills with the ability to engage with consumers and consumer groups and effectively elicit useful feedback and information from them
- d) Ability to organize large volumes of information and concisely communicate key points to the public.
- e) Expertise with health insurance benefits and navigating the health care system.

30 percent

- (2) General qualifications and related experience of the contractor. Knowledge of commercial health insurance benefits in general, health care provider reimbursement, health care provider specialties and provider types, sources of data quality, measures of quality, management of chronic conditions, avoiding unnecessary care, and developing trends.

30 percent

- (3) Derivation of cost for the Contractor time. The proposal should include the hourly or daily rate for the Contractor, and the timeline for the work. Because the work under this project needs to be coordinated with other entities, including the web developer, the workload may vary over time. Proposals should state the periods of time during the term of this contract that Contractor resources may be limited or inaccessible.

The proposal must include not-to-exceed limits through contract termination, but the proposal will be evaluated with particular scrutiny of the hourly rates and how efficient the Contractor is likely to be, based on the Contractor's skills and experience.

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

20 percent

- (4) Plan of Work. Include a description of the anticipated products, timeline, and process for working with the NHID (and/or a vendor of the NHID).

20 percent

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

- (D.) Other Information. The proposal must include a listing of references of recent engagements of the Contractor that reflect the skills appropriate for work on this project, including telephone numbers and specific persons to contact

Potential contractors may be interviewed by staff of the NHID.

The New Hampshire Insurance Department will accept written questions related to this RFP from prospective bidders with the deadline being June 8, 2017. Questions should be directed to Al Couture via email at [Alain.Couture@ins.nh.gov](mailto:Alain.Couture@ins.nh.gov). Please include "RFP for HealthCost Guide Enhancements."

A consolidated written response to all questions will be posted on the New Hampshire Insurance Department's website [www.nh.gov/insurance](http://www.nh.gov/insurance), by June 12, 2017.

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

The selection of the winning proposal is anticipated by June 27, 2017, and the NHID will seek to obtain all state approvals early-August. Please be aware that the winning bidder will need to provide all signed paperwork to the NHID by July 7 in order for deadlines to be met.

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

Bidders should be aware that New Hampshire's transparency law, RSA 9-F, requires that state contracts entered into as a result of requests for proposal such as this be accessible to the public online. Caution should be used when submitting a response that trade secrets, social security numbers, home addresses and other personal information are not included.

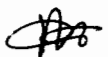
**Milliman, Inc.**

**RFP 2017-RRG-412  
HealthCost Guide Enhancements**

**Exhibit B**

**Contract Price, Price Limitations and Payment**

The services will be billed at the rates set forth in the Contractors Proposal, dated June 22, 2017, not to exceed the total contract price of \$96,525. 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.

  
8/7/2017

**Milliman, Inc.**

**RFP 2017-RRG-412  
HealthCost Guide Enhancements**

**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. Subject to Section 9 of the Contract, all contractors are required to maintain such information and documents in 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.

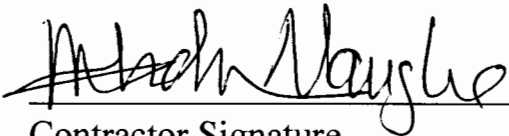
The undersigned acknowledges she or he understands the foregoing and agrees to maintain all confidential information in confidence at all times in accordance with Section 9 of the Contract.

ANDREW NAUGLE

Printed Name of Contractor

8/7/2017

Date



Contractor Signature



**Milliman, Inc.**

**RFP 2017-RRG-412**

**HealthCost Guide Enhancements**

**STANDARD EXHIBIT C-1**

**ADDITIONAL SPECIAL PROVISIONS**

Exceptions to Terms and Conditions of P-37

**Form P-37 Addendum**

Subparagraph 4.0 of the General Provisions of this agreement is hereby amended to read:

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 make a good-faith effort to provide Contractor with written notice of a reduction or termination and** 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. **Notwithstanding the foregoing, the State shall remain responsible to compensate Contractor for payment obligations incurred by the State prior to the termination of appropriated funds.**

Subparagraph 5.2 of the General Provisions of this agreement is hereby amended to read:

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 **payment** liability to the Contractor other than the contract price.

Subparagraph 5.3 of the General Provisions of this agreement is hereby deleted in its entirety.

Subparagraph 6.1 of the General Provisions of this agreement is hereby amended to read:

In connection with the performance of the Services, the Contractor shall comply with all **applicable** 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. In addition, the Contractor shall comply with all applicable copyright laws.

Subparagraph 6.3 of the General Provisions of this agreement is hereby amended to read:

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

*AB*  
8/7/2017

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 **relevant** 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.

Subparagraph 7.2 of the General Provisions of this agreement is hereby amended to read:

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 **Seattle, WA based Health practice of** 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 not apply if such person has been dismissed or resigned, or such person initiates contact without prior solicitation or such person responds to general solicitations of employment, such as general advertisements.** This provision shall survive termination of this Agreement.

Subparagraph 7.3 of the General Provisions of this agreement is hereby amended to read:

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; **provided, however, any unresolved dispute between the parties may be litigated pursuant to Section 25.0 (Dispute Resolution) below.**

Subparagraph 8.1.1 of the General Provisions of this agreement is hereby amended to read:

failure to perform the Services **in accordance with this Agreement** or on schedule;

Subparagraph 8.2 of the General Provisions of this agreement is hereby amended to read:

Upon the occurrence of any Event of Default, the State **shall** take the following actions:

Subparagraph 8.2.3 of the General Provisions of this agreement is hereby amended to read:

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

Subparagraph 8.2.4 of the General Provisions of this agreement is hereby amended to read:

**in the event of an uncured Event of Default, treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.**

Subparagraph 9.2 of the General Provisions of this agreement is hereby amended to read:

AB  
8/7/2017

**Subject to 9.4 and 9.5 hereunder, 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.**

Subparagraph 9.4 is hereby added to the General Provisions of this agreement:

**Contractor shall retain all rights, title, and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret, and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents, and templates that have been previously developed by Contractor or developed during the course of the provision of the services ("Contractor Tools") provided such Contractor Tools do not contain any confidential information or proprietary data of State. To the extent that Contractor may include in the materials any pre-existing Contractor proprietary information or other protected Contractor materials, Contractor agrees that the State shall be deemed to have a fully paid up license to make copies of the Contractor owned materials as part of this engagement for its internal business purposes and provided that such materials cannot be modified or distributed outside the State without the written permission of the Contractor or except as otherwise permitted herein.**

Subparagraph 9.5 is hereby added to the General Provisions of this agreement:


**The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit. Contractor's work is prepared solely for the use and benefit of State in accordance with its statutory and regulatory requirements. Contractor recognizes that materials it delivers to the State may be public records subject to disclosure to third parties; however, Contractor does not intend to benefit and assumes no duty or liability to any third parties who receive Contractor's work and may include disclaimer language on its work product so stating. The State agrees not to remove any such disclaimer language from Contractor's work.**

Subparagraph 9.6 is hereby added to the General Provisions of this agreement:

**In the event of an early termination of this Agreement due to an uncured Event of Default, bankruptcy, or for any reason other than completion of the Services, Contractor hereby consents to the State distributing copies of the Contractor owned materials, subject to the terms and conditions set forth in Section 9.5 herein, for the purposes of completion of the Services by the State or another vendor.**

Subparagraph 13 of the General Provisions of this agreement is hereby amended to read:

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.

  
8/7/2017

**The parties acknowledge and agree that Contractor's liability under this Section 13 is subject, at all times, to the limitation of liability contained in Section 22.**

Subparagraph 16 of the General Provisions of this agreement is hereby amended to read:

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

Subparagraph 17 of the General Provisions of this agreement is hereby amended to read:

Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given **when actually received** by certified mail, postage prepaid, in a United States Post Office **or if sent by overnight commercial courier with written evidence of delivery and** addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

Subparagraph 25 is hereby added to the General Provisions of this agreement:

**DISPUTE RESOLUTION. The parties agree that any dispute between the parties not resolved pursuant to 7.3 herein in litigation will be filed and conducted in the New Hampshire State courts and the parties agree to waive the right to a trial by jury.**

Subparagraph 26 is hereby added to the General Provisions of this agreement:

**LIMITATION OF LIABILITY. Contractor will perform all services in accordance with applicable professional standards. In the event of any claim arising from services provided by Contractor at any time, the total liability of Contractor, its officers, directors, agents and employees to the State shall not exceed five million dollars (\$5,000,000). This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract or otherwise. In no event shall Contractor be liable for lost profits of the State or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Contractor.**

Subparagraph 27 is hereby added to the General Provisions of this agreement:

**FORCE MAJEURE. Neither of the parties shall be liable to the other for any failure, delay or interruption in performing its obligations hereunder due to causes or conditions beyond its control including, without limitation, strikes, boycotts, picketing, slow-downs, work stoppages, or labor troubles of any other type, acts of God, wars, riots or national or local emergencies.**

Subparagraph 28 is hereby added to the General Provisions of this agreement:

**USE OF CONTRACTOR'S NAME. State agrees that it shall not use Contractor's name, trademarks or service marks, or refer to Contractor directly or indirectly in any media release, public announcement or public disclosure, including in any promotional or marketing materials, customer lists, referral lists,**

**A**  
8/7/07

websites or business presentations without Contractor's prior written consent for each such use or release, which consent shall be given in Contractor's sole discretion.

#  
8/7/2017

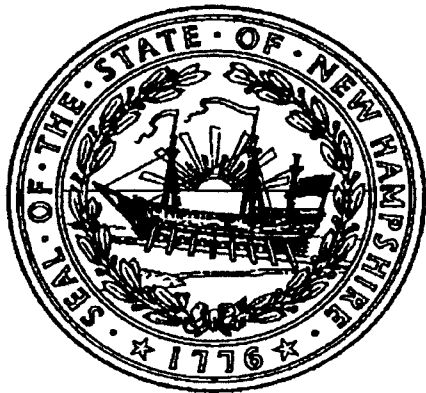
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MILLIMAN, INC. is a Washington Profit Corporation registered to transact business in New Hampshire on September 15, 1988. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 134216



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of May A.D. 2017.

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

William M. Gardner  
Secretary of State



*Certification of Corporate Secretary*

State of Washington)

ss.

County of King )

Brian S. Pollack, being first duly sworn upon oath, deposes and says:

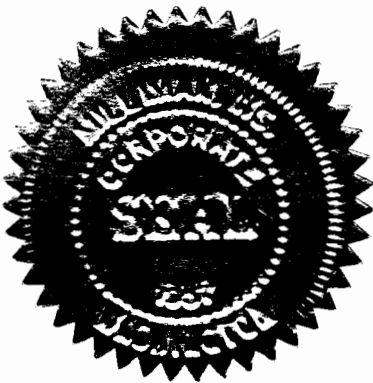
- 1. I am the duly qualified and acting Corporate Secretary of Milliman, Inc.
- 2. On December 3, 2002, the following resolution was duly adopted by the Board of Directors of the corporation and remains in effect.

BE IT HEREBY RESOLVED, that each Principal of the firm and any consultant meeting requirements established by the Board of Directors are hereby granted the authority to individually negotiate and enter into proposals, engagement letters, contracts, letters of intent, and other documents on behalf of the corporation for the purpose of providing consulting, actuarial, and other professional services.

3. Andrew Naugle

is a duly elected and acting Principal of the firm

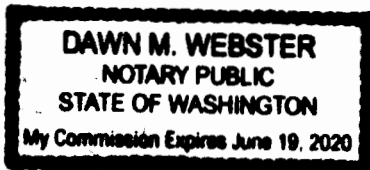
is a consultant of the firm who meets the requirements established by the Board of Directors



DATED this 7<sup>th</sup> day of August 2017

\_\_\_\_\_  
Brian S. Pollack  
Corporate Secretary

SUBSCRIBED AND SWORN to before me this 7<sup>th</sup> day of August 2017



\_\_\_\_\_  
Notary Public in and for the State of Washington,  
residing at Seattle, Washington.  
My commission expires June 19, 2020



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/07/2017

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

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

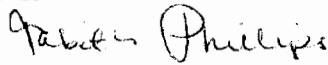
<b>PRODUCER</b> Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 425-709-3600 FAX (A/C, No): 425-709-7460 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Milliman, Inc. 1301 Fifth Ave., Suite 3800 Seattle, WA 98101	INSURER A : National Fire Ins. Hartford	
	INSURER B : Valley Forge Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			6012743223	6/30/2017	6/30/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
			PROPERTY DAMAGE (Per accident) \$				
			\$				
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6012743240	6/30/2017	6/30/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Contractor Services. Notice of cancellation for the general liability, and workers' compensation policies applies per the attached endorsements/forms.

<b>CERTIFICATE HOLDER</b>  New Hampshire Insurance Department Attn: Alexander Feldvebel 21 S. Fruit Street, Suite 14 Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
08/07/2017

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

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> Parker, Smith & Feek, Inc. 2233 112th Avenue NE Bellevue, WA 98004	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b> 425-709-3600	<b>FAX (A/C, No):</b> 425-709-7460	
<b>E-MAIL ADDRESS:</b>			
<b>PRODUCER CUSTOMER ID #:</b>			
<b>INSURED</b> Milliman, Inc. 1301 Fifth Ave., Suite 3800 Seattle, WA 98101	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Continental Casualty Company		
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

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

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS		
A	<input checked="" type="checkbox"/> PROPERTY	6013763695	6/30/2017	6/30/2018		BUILDING	\$	
	CAUSES OF LOSS				DEDUCTIBLES		PERSONAL PROPERTY	\$
	<input type="checkbox"/> BASIC				BUILDING		BUSINESS INCOME	\$ Included
	<input type="checkbox"/> BROAD				CONTENTS		<input checked="" type="checkbox"/> EXTRA EXPENSE	\$ 5,500,000
	<input checked="" type="checkbox"/> SPECIAL				10,000		RENTAL VALUE	\$
	<input checked="" type="checkbox"/> EARTHQUAKE				3%		BLANKET BUILDING	\$
	<input checked="" type="checkbox"/> WIND				10,000		BLANKET PERS PROP	\$
	<input checked="" type="checkbox"/> FLOOD				100,000		BLANKET BLDG & PP	\$
				<input checked="" type="checkbox"/> Loss Limit	\$ 100,000,000			
				<input checked="" type="checkbox"/> Earthmovement	\$ 20,000,000			
	<input type="checkbox"/> INLAND MARINE	TYPE OF POLICY				\$		
	CAUSES OF LOSS					\$		
	<input type="checkbox"/> NAMED PERILS	POLICY NUMBER				\$		
						\$		
	<input type="checkbox"/> CRIME					\$		
	TYPE OF POLICY					\$		
						\$		
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$		
						\$		
						\$		
						\$		

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Exhibit only

<b>CERTIFICATE HOLDER</b>  New Hampshire Insurance Department Attn: Alexander Feldvebel 21 S. Fruit Street, Suite 14 Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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## STANDARD EXHIBIT I

The Contractor identified as 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. Feldvickel  
Signature of Authorized Representative

Alexander K. Feldvickel  
Name of Authorized Representative

Deputy Commissioner  
Title of Authorized Representative

8/15/17  
Date

Milliman, Inc.

Name of the Contractor

Andrew Naugle  
Signature of Authorized Representative

ANDREW NAUGLE  
Name of Authorized Representative

PRINCIPAL  
Title of Authorized Representative

8/7/2017  
Date