

THE STATE OF NEW HAMPSHIRE  
INSURANCE DEPARTMENT

21 SOUTH FRUIT STREET SUITE 14  
CONCORD, NEW HAMPSHIRE 03301

43 JOR

Roger A. Sevigny  
Commissioner

Alexander K. Feldvebel  
Deputy Commissioner

August 28, 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 amend on a **sole source** basis a contract (originally approved by the Governor and Council on October 26, 2016, Item #52) with MMcLeod Consulting (Vendor #226097), for the provision of consulting services in connection with the initiative to improve the health insurance premium rate review process and transparency related to health insurance premiums and medical care costs in New Hampshire, by increasing the amount by \$60,000 from \$178,900 to \$238,900, thus increasing the number of contracted hours to an average of 20 hours per week. This agreement is to be effective upon Governor & Council approval through October 18, 2018. 100% Federal Funds.

The additional funding is available in accounts titled Health Insurance Premium Review Cycle III and Rate Review Cycle IV Grant as follows, for Fiscal Years 2018 and 2019:

<u>Health Insurance Premium Review Cycle III</u>	<u>FY2018</u>	<u>FY2019</u>
02-24-24-240010-88870000-046-500464 Consultants	\$10,000	None
<u>Rate Review Cycle IV Grant</u>	<u>FY2018</u>	<u>FY2019</u>
02-24-24-240010-59300000-046-500464 Consultants	\$41,000	\$9,000

**EXPLANATION**

The need to amend the current contract on a **sole source** basis is due to the additional work required vis-à-vis the No Cost Extensions recently awarded for both the Rate Review Cycle III and Cycle IV grants which extends the grant periods for an additional year. The work funded by the Cycle III and Cycle IV grants is a continuation of work under both grants, for which MMcLeod Consulting is currently providing project management support. The vendor was initially selected through a competitive bidding process, and is familiar with the continued planned activities and work required under

these grants. Contracting with a different vendor would increase cost and cause delays due to the need to familiarize the new vendor with the Cycle III and Cycle IV grant work.

The grants are the latest in a series of federal Rate Review grants awarded to the Insurance Department to improve its health insurance premium rate review process, and to increase transparency related to health insurance premiums and medical care costs in New Hampshire. The Health Insurance Premium Rate Review Grants are made available pursuant to Public Law 111-148 (The Patient Protection and Affordable Care Act). The purpose of the grant program is to help make private health insurance more accessible and affordable and to increase the transparency of the health insurance system.

The Insurance Department is using Rate Review funds (both Cycles III and IV) to enhance the regulatory filing requirements associated with its rate review process, to improve and clarify the regulatory standards associated with its data submission process and market conduct oversight, to develop provider payment reform options for consideration by policymakers, and support the fulfillment of the Department's regulatory responsibilities in the area of health policy. One important focus of the Rate Review work is on enhancing New Hampshire's all-payer health claims database and upgrading the NHHealthcost.org website for publishing medical pricing. This work, which is fully integrated across Cycles III and IV, will improve the transparency of the medical pricing information from a consumer perspective, and enable the Department to reach out to additional audiences with medical pricing information

The major deliverables for MMcLeod Consulting include:


1. Providing assistance to the NHID staff with developing requests for proposals;
2. Obtaining state approval of vendors funded by the grant;
3. Overseeing the performance and compliance within vendor contract specifications;
4. Issuing periodic status reports to senior management at NHID; and
5. Drafting required federal quarterly and annual status reports.

This includes: a) ongoing communication with vendors and NHID, b) monitoring progress of work performed by the various vendors and informing NHID senior management of progress and/or issues, and c) assisting in the coordination of the work of the various vendors.

The New Hampshire Insurance Department respectfully requests that the Governor and Council authorize the amendment of the MMcLeod Consulting contract with an increase in funds of \$60,000. Your consideration of the request is appreciated.

In the event Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Roger A. Sevigny

## AMENDMENT

This Agreement (hereinafter called the "Amendment") dated this \_\_17\_\_ day of July, 2017 by and between the state of New Hampshire acting by and through the New Hampshire Insurance Department (hereinafter referred to as "NHID") and MMcLeod Consulting (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an initial agreement (hereinafter called the "Agreement") which was first entered into upon Governor and Council approval on October 26, 2016, agenda item #52, the Contractor agreed to perform certain services to assist the NHID in improving the health insurance premium rate review process, upon the terms and conditions specified in the Agreement and in consideration of payments by NHID of certain sums specified there, and;

WHEREAS, pursuant to paragraph 18 of the General Provisions of the Agreement, the contract may be amended, waived or discharged by written instrument executed by the parties hereto and approved by the Governor and Council, and;

WHEREAS, due to additional work required to assist NHID in updating the data collection efforts of the Department and the need to include additional data in the system;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement as set forth herein, the Contractor and NHID hereby agree to amend the Agreement as follows:

### 1. Amendment of Agreement

- A. Amend Section 1.8 of the General Provisions by changing the price limitation from \$178,900 to \$238,900.
- B. Amend Exhibit A by changing the reference in section 1 from "funded by the Rate Review Cycle IV" to "funded by both the Rate Review Cycle III and Rate Review Cycle IV through September 30, 2018".
- C. Amend Exhibit B by changing the reference from, "exceed \$178,900" to "exceed \$238,900".

### 2. Effective Date of Amendment

This Amendment shall be effective upon its approval by the Governor and Council of the State of New Hampshire. If such approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

### 3. Continuance of Agreement

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with terms and conditions as set forth therein:

IN WITNESS WHEREOF, the parties have hereunto set their hands:

CONTRACTOR:

NHID:

MMcLeod Consultant

State of New Hampshire acting through the New Hampshire Insurance Department

By: Martha McLeod

By: RASj

Martha McLeod

Roger A. Sevigny, Commissioner

NOTARY STATEMENT

On this the 17<sup>th</sup> day of JULY, 2017, there appeared before me Sarah Prescott (Notary Name) the undersigned officer appeared Martha McLeod (Designated Officer Name) who acknowledged ~~him~~/herself to be contractor (Designated Officer Title) and that such officer, authorized to do so, executed the foregoing instrument for the purpose herein contained, by signing him/herself in the name of the Contractor.

In witness whereof I hereunto set my hand and official seal (provide seal, stamped name and expiration date).

By: Sarah Prescott

**SARAH K. PRESCOTT, Notary Public  
My Commission Expires June 10, 2020**

APPROVAL BY NEW HAMPSHIRE ATTORNEY GENERAL AS TO FORM, SUBSTANCE AND EXECUTION

By: J Christopher Marshall, Assistant Attorney General on August 21, 2017

APPROVAL BY THE NEW HAMPSHIRE GOVERNOR AND EXECUTIVE COUNCIL

By: \_\_\_\_\_, on \_\_\_\_\_

## STANDARD EXHIBIT I

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

### BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

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

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

**(2) Use and Disclosure of Protected Health Information.**

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

**(3) Obligations and Activities of Business Associate.**

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

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



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

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

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

The NH Insurance Dept.  
The State  
Alexander K Feldvebel  
Signature of Authorized Representative

Alexander Feldvebel  
Name of Authorized Representative

Deputy Commissioner  
Title of Authorized Representative

8/15/17  
Date

MMcLeod Consulting  
Name of the Contractor

Martha McLeod  
Signature of Authorized Representative

Martha McLeod  
Name of Authorized Representative

Owner  
Title of Authorized Representative

July 7, 2017  
Date

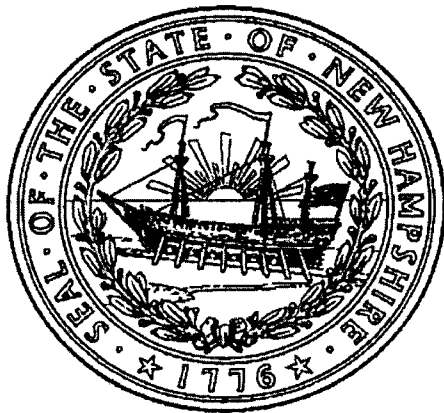
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MMCLEOD CONSULTING is a New Hampshire Trade Name registered to transact business in New Hampshire on April 09, 2012. 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: 668915



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23rd day of May A.D. 2017.

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

William M. Gardner  
Secretary of State

**MMcLeod Consulting**  
**348 Wells Road**  
**Franconia, NH 03580**

July 5, 2017

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

Re: Project Management Contract Amendment

Dear Mr. Couture

I am writing in my capacity as Principal and Owner of MMcleod Consulting to inform you that Martha McLeod is authorized, on behalf of MMcleod Consulting to enter into a contract with the New Hampshire Insurance Department in connection with services to be provided pursuant to the Project Management 2016 contract, and to take such actions as are necessary and appropriate to execute, acknowledge and deliver for and on behalf of MMcleod Consulting any and all documents, agreements and other instruments as she deems necessary or desirable to accomplish the same.

Sincerely,



Martha McLeod Principal  
MMcleod Consulting



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/05/2017

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...

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Davis & Towle Morrill & Everett, Inc. CONTACT NAME: Sherri A. Cole, ACSR. PHONE: (603) 715-9764. FAX: (603) 225-7935. E-MAIL ADDRESS: scole@davistowle.com. INSURER(S) AFFORDING COVERAGE: INSURER A: The Hanover Insurance Company. NAIC #: 22292.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, and Workers Compensation and Employers' Liability.

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

CERTIFICATE HOLDER: State of New Hampshire Insurance Department, 21 S. Fruit Street, Concord, NH. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Sherri Cole.



**THE STATE OF NEW HAMPSHIRE  
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14  
CONCORD, NEW HAMPSHIRE 03301

Roger A. Seigny  
Commissioner

Alexander K. Feldvebel  
Deputy Commissioner

October 10, 2016

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

**REQUESTED ACTION**

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract in the amount not to exceed \$178,900 with MMcLeod Consulting, (Vendor # 226097), for the provision of consulting services for project management in connection with the initiatives to improve the consumer understanding of health insurance rates and rate changes in New Hampshire, to develop standardized protocols for market conduct examinations in the area of mental health parity enforcement, conduct market conduct examinations regarding mental health parity, identify the universe of mental health and substance use disorder (SUD) providers in the state, create and distribute consumer education resources, analyze data from the NH Comprehensive Health Information System (NHCHIS) to better understand market conditions and thereby inform its compliance and enforcement efforts, and enhance tools and checklists to improve reviews of benefit designs. This agreement is to be effective December 1, 2016 through October 18, 2018 upon Governor & Council approval. 100% Federal Funds.

The funding will be available in accounts titled Rate Review Cycle IV Grant and Enforcement & Protection Grant as follows, subject to legislative approval of next biennial budget:

		FY2017	FY2018	FY2019
02-24-24-240010-59300000-046-500464	Consultants	\$88,100	\$14,000	\$0
02-24-24-240010-12120000-046-500464	Consultants	\$30,000	\$41,600	\$5,200

## EXPLANATION

The New Hampshire Insurance Department has received a federal grant (Rate Review Grant) and has also submitted an application for the noncompetitive Health Insurance Enforcement and Consumer Protection Grant Program (Consumer Protection Grant). Under these grants, the NHID will improve consumer understanding of health insurance rates and rate changes in New Hampshire by enhancing the quality of data collected on health insurance claims and improving the transparency of information for consumers. In addition, the NHID will develop standardized protocols for market conduct examinations in the area of mental health parity enforcement, conduct market conduct examinations regarding mental health parity, create and distribute mental health consumer & SUD related educational resources.

The major deliverables for MMcLeod Consulting include:

1. Providing assistance to the NHID staff with developing requests for proposals,
2. Obtaining state approval of vendors funded by the grant,
3. Overseeing the performance and compliance within vendor contract specifications,
4. Issuing periodic status reports to senior management at NHID, and
5. Drafting required federal quarterly and annual status reports.

This includes: a) ongoing communication with vendors and NHID, b) monitoring progress of work performed by the various vendors and informing NHID senior management of progress and/or issues, and c) assisting in the coordination of the work of the various vendors.

The Request for Proposals was posted on the Department's website August 29, 2016 and sent to past bidders for Department contract work and companies doing work in this field. Two bids were received. The bids were evaluated by Department staff familiar with the project goals using a scoring system included in the RFP. After reviewing the bid responses, the Commissioner selected the MMcLeod Consulting proposal as the most responsive and cost effective to the Request for Proposals (RFP).

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

In the event Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Handwritten signature of Alexander K. Felobel in cursive script, followed by the word "for" in a smaller, less distinct cursive script.

Roger A. Sevigny

**RRG-404 PROPOSALS EVALUATIONS**

Evaluation Committee members: Tyler Brannen, Alain Couture, Maureen Mustard, Jennifer Patterson, Danielle Barrick

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

On October 3, 2016 the Evaluation Committee members met, and as a group assigned points to each bid per the "Specific comparative scoring process" described in each RFP.

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

RFP/VENDOR	CONTRACTOR Specific Skills (40% or points)	CONTRACTOR General Qualifications & Related Experience (25% or points)	Bid Price- BUDGET AMOUNT	COST (35% or points)	TOTAL SCORE (100% or Points)	Score without \$\$\$	NOTES
<b>RFP 2016-RRG-404</b>							
<b>MMcLead Consulting</b>	35.00%	23.00%	\$178,900	35.00%	94.00%	59.00%	
<b>Regulatory Insurance Advisors</b>	30.00%	21.00%	\$681,055	9.19%	61.19%	52.00%	


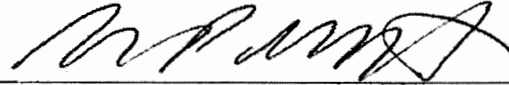
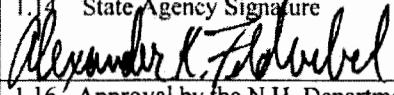
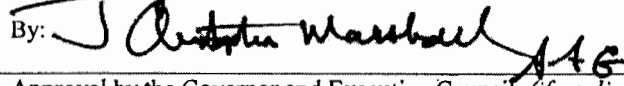
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 South Fruit St., Suite 14, Concord. NH 03301	
1.3 Contractor Name Martha McLeod dba MMcLeod Consulting		1.4 Contractor Address 348 Wells Road, Franconia, NH 03580	
1.5 Contractor Phone Number 603-823-8041	1.6 Account Number 02-24-24-240010-59300000-046-500464	1.7 Completion Date October 18, 2018	1.8 Price Limitation \$178,900
1.9 Contracting Officer for State Agency Alexander Feldvebel		1.10 State Agency Telephone Number 603-271-2736	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Martha McLeod, Owner	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Merrimack</i>  On <i>Oct. 4, 2016</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] 			
1.13.2 Name and Title of Notary Public <b>DARIN K. PRESCOTT, Notary Public</b> My Commission Expires June 10, 2020			
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: <i>10/11/16</i>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials MM  
Date 10/4/16

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.

**Agreement with MMcLeod Consulting  
Project Management – 2016-2018**

**Exhibit A**

**Scope of Services**

**The consultant's primary responsibility will be**

1. Providing assistance to the NHID staff with developing requests for proposals, obtaining state approval of vendors funded by the Rate Review Cycle IV and the Enforcement & Protection grants, overseeing the performance and compliance within vendor contract specifications, issuing periodic status reports to senior management at NHID, and drafting required federal quarterly and annual reports.

This includes: a) ongoing communication with vendors and NHID, b) monitoring progress of work performed by the various vendors and informing NHID senior management of progress and/or issues, and c) assisting in the coordination of the work of the various vendors.

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# **NHID Health Insurance Project Management 2016-2018**

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**2016 RRG 404**

**Martha McLeod  
MMcLeod Consulting**

**September 26, 2016**



348 Wells Road, Franconia, NH 03580  
[mmcleod823@gmail.com](mailto:mmcleod823@gmail.com)  
603-491-0542



**Proposal for Professional Services for the New Hampshire Insurance Department  
September 26, 2016**

**Introduction**

The New Hampshire Insurance Department (NHID) is requesting proposals from a contractor to provide project management assistance for two Rate Review Grants, Cycle III and Cycle IV, and the Health Insurance Enforcement and Consumer Protection Grant Program (Consumer Protection Grant). The federal rate review grants have been extended until September 2017 and the Consumer Protection grant has not yet been awarded but is expected to begin in October 2016 and continue through October 2018.

The NHID is seeking assistance to enhance the quality and depth of the NHID rate review of health insurance rate increases, and improve consumer understanding of health insurance rates and rate changes. The NHID is also seeking to develop standardized protocols for market conduct examinations in the area of mental health parity enforcement, conduct market conduct examinations regarding mental health parity, identify the universe of mental health and substance use disorder (SUD) providers in the state, create and distribute consumer education resources, analyze data from the NH Comprehensive Health Information System (NHCHIS) to better understand market conditions and inform its compliance and enforcement efforts, and enhance tools and checklists to improve reviews of benefit designs.

In connection with these grants, the NHID is seeking a contractor to assist NHID staff with:

- Developing requests for proposals
- Obtaining formal state approval of contracts with selected vendors funded by the grants
- Overseeing the performance and compliance of vendors consistent with the contract specifications
- Issuing periodic status reports to senior management at NHID; and
- Drafting required federal quarterly and annual status reports.

I believe you will find that my recent involvement assisting the New Hampshire Insurance Department with the management of the Cycle II, III and IV Rate Review Grants and the vendor oversight involved with that project, will provide value to the NHID to continue the relationship. My experience working with the Department has provided insight into the NHID's operational structure and a good working knowledge of the NHID's rate review and consumer protection process. In addition, I bring experience and skills in managing complex federal and state funded projects as a long time Executive Director of a grant-funding not for profit organization; as a consultant for managed care insurance plans; as a board member of an insurance plan; as an experienced former professional of the NH Department of Health and Human Services overseeing multiple federal agreements and vendor contracts; and as a former NH legislator working on committees familiar with health insurance laws and the financing of health care services.



**(1) Specific Skills**

**a. Developing a request for proposal specific to the services required under the grant;**

Recent work involves assisting the New Hampshire Insurance Department (NHID) with the RFP development related to Cycle III and IV Rate Review Grants including RFPs for more than forty projects related to the grants' work plan and working with DHHS on an RFP for developing a discharge data system. In a past role as Executive Director of a not for profit, I developed RFPs for professional services and in my role working for the Division of Public Health, I participated in the development of RFPs for delivery of services by local community organizations. As an officer of a telehealth consortium I participated in the development of RFPs for telecommunication providers. These experiences involved framing the RFP specific to the services required under a grant work plan, following statutory requirements, and developing business requirements.

**b. Following New Hampshire procurement standards;**

Recent work involves assisting the NHID Health Reform Coordinator and other staff with the management of the Cycle II, III and IV Rate Review Grants including following New Hampshire state government procurement standards and moving vendor contracts through the Governor and Council process for more than forty projects. The work involves working with vendor to complete and submit necessary documents in a timely manner, ensuring the documents are valid, working with staff from the Departments of Administrative Services (DAS) and Justice (DOJ) to make any changes needed, and working internally at the NHID to successfully complete the process. This work involves keeping current with changes to the statutes that govern the procurement process and developing good working relationships with NHID, DAS and DOJ staff.

Additional experience involves past work obtaining state approval for vendor contracts when working for the NH Division of Public Health Services where I participated in the process of reviewing, approving and monitoring multi-year contracts with community agencies to provide services for several federal supplemental food programs and working with vendors such as grocery stores and farmers on the receipt and disposition of vouchers and other financial instruments. In the role as an Executive Director of a not for profit organization in NH, I was designated by the Board of Directors as the officer when contracting with the State of NH and have worked from the perspective of a vendor for the State of New Hampshire.

**c. Communicating to contracted vendors about expectations;**

The communication process works well when a kickoff meeting is held early in the contract and priorities are clearly articulated to the vendor by NHID. Ongoing communication is then established with regular update calls, meetings or emails.

Currently, I monitor the work of project vendors involved in the Rate Review Grants to ensure projects are meeting expectations of NHID staff. After an initial kickoff meeting, update calls are set up. Ongoing communication may involve status updates from the vendor, passing along needed resource information from NHID to the vendors, review of the vendor's work by myself and/or NHID staff, asking the vendor to make changes to the deliverables and at times, connecting the vendor with other resources. The progress of the vendor is



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monitored using tools such as an issue log and tracking the progress and results with meeting and calls documented and weekly progress reported to NHID staff using a status report and notes.

In a past position at NH Division of Public Health Services, I had regular communications, including monitoring visits with vendors about expectations regarding federal and state grants and contract requirements.

**d. Responding to inquiries posed by vendors;**

I have found that the best results to be gained from vendors come when you respond in a timely fashion, when you are specific with your questions and your answers and when you provide the information and resources needed so they can accomplish their work. I have frequent and regular communication with vendors through the Rate Review Grant at NHID by establishing a regular check-in schedule shortly after project kickoff and maintaining regular communication. Vendor's questions often include progress on work by NHID staff as well as assistance with invoicing and timely payment. I have developed a good working relationship with the Health Reform Coordinator, grant bookkeeper and business manager at NHID to facilitate timely responses for vendors.

**e. Managing project time lines and coordinating with NHID staff;**

In my current role at the NHID I monitor the work of project vendors involved in the Rate Review Grant and ensure that projects are staying on their timelines. The role also includes coordinating with the NHID Health Reform Coordinator, the health team and support staff to track and resolve issues that arise and ensure the work continues as planned or that issues are given the attention needed. I also manage the grant reporting timeline and ensure that reports are drafted and submitted to NHID staff to review on time and accurately reflect the work accomplished.

Additional experience with managing timelines includes managing multiple projects for the North Country Health Consortium, a rural health network that was involved in multiple health care, public health and workforce projects. I served as the principal investigator or project director for the following programs and projects - each operating concurrently and each with its own project work plan and timeline to manage: the Northern NH AHEC, the Northern NH Public Health Training Center (PHTC), the North Country Public Health Network, the Molar Express Clinic, and Drug Free Communities. As project director/principal investigator, I was responsible for ensuring the project timelines were met, and work with vendors, consultant and key stakeholders was coordinated.

In the position held at the NH Division of Public Health Services, I monitored the delivery of nutrition services at nine community-based vendor agencies and interacted with numerous retail grocers and farm vendors coordinating information and providing regulatory oversight as needed. This included ensuring that contract deadlines were met and deliverables were ensured.

**f. Managing budgeted contract amounts by vendor;**

In my current role at the NHID I review the invoices of each project vendor and track this to the contract budgets and work plans. I have developed a system of weekly tracking and reporting of project which includes the percent of work accomplished and percent of each vendor contract budget spent. The work



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requires developing a good working relationship with the grant bookkeeper and Health Reform Coordinator.

Past experience at the North Country Health Consortium includes serving in the role of project director and principal investigator on federal grants and state contracts where I managed the overall grant work, outcomes and budgets as well as developing and managing the organizational budget.

**g. Drafting grant reports to the US Department of Health and Human Services;**

I have more than 20 years of experience writing grant proposals and reporting on work plans to federal, state and private foundations including the US Department of Health and Human Services and the State of New Hampshire- Department of Health and Human Services. Current and past work for the NHID includes drafting the quarterly and annual reports for the Cycle II, III and IV Rate Review Grant and participating in monitoring calls with the grant's program officer. The reports are finalized by the Health Reform Coordinator.

**h. Facilitating the collection of data and reporting to Office of Consumer Information and & Insurance Oversight as required by law;**

In my current role at the NHID I track the reporting of data for the Cycle III & IV Rate Review Grant, draft reports and monitor NHID staff reporting timelines. As the Project Director for grants provided by the Health Resources and Services Administration (HRSA), I collected data and filed reports in an on-line database and compiled results of project outcomes.

**Anticipation of tasks needed to be performed by NHID or an external vendor**

It is anticipated that NHID staff will need to review and give final approval for requests for proposals, quarterly and annual grant reports and upload reports or provide access to the reporting function on the website through a login/password.

**(2) General Qualifications and Related Experience**

**Knowledge of developing health insurance premiums, the NHID rate review processes, NH Insurance laws, PPACA, Health insurance claims data, Health insurance benefit designs, Medical trends and available data sources**

I have worked on as a project manager on Cycle II, III and IV of the rate review grant for the NH Insurance Department since May of 2012. This work has provided a good knowledge base of the process of developing health insurance premiums, the process of rate review, and has necessitated keeping up with the rollout of the Affordable Care Act (ACA). As part of this work, I am involved in a weekly meeting with the vendor implementing a new system for data collection for the NH Comprehensive Health Information System (NHCHIS) and I have worked closely with vendors reviewing and developing rate review templates and processes, reporting on medical trends, health insurance benefit designs and data sources.

**Good communication and demonstrated ability to work with both the industry and regulatory personnel to achieve appropriate and adequate insurance industry regulation in NH**



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Over the course of my career, I have honed my written and oral communication skills having written dozens of grant applications to federal, state and private funding sources and project reports and technical proposals and annual reports and made a number of presentations to diverse audiences from college students to health professionals to peers. Legislative experience and past professional positions have provided experience working closely with industry and regulatory personnel. In addition, I have served on the board of the New Hampshire Health Plan (NHHP) for many years and have worked closely with the health insurance carriers that serve on that board.

I have provided workshops on a range of topics from public health programming, legislative initiatives and rural health programs to many different size audiences up to 1,000 attendees. Additional communication skills include meeting facilitation and conducting public forums. I have been trained in writing and speaking effectively to low literacy audiences.

### **Summary of Experience**

I have recent experience providing project management assistance to the NH Insurance Department with the management of the Cycle II, III and IV Rate Review Grants. This experience has provided me with insight into the NHID's operational structure and processes and customary way of doing business. I have kept current with the implementation of the Affordable Care Act in New Hampshire, the relevant laws and regulations, the rate review process, the claims data collection system and health insurance benefit designs, and reports on medical trends through my work at the NHID over the past four years and with insurance regulation in general as a legislator serving on the House Commerce Committee.

I bring 20 years of experience and skills in managing complex federal and state funded projects as a long time Executive Director of a not for profit community agency. I have consulted for managed care insurance plans seeking to operate in New Hampshire and am a member of the Board of Directors of the state's high risk pool, the NH Health Plan. My experience includes managing state contracts in my previous position at the NH Department of Health and Human Services where I monitored a variety of contracts and vendors. And, I bring experience as a policymaker having served as a NH legislator on the House Commerce Committee working on health insurance laws and the House Finance Committee working on financing health care services.

**Current resume is attached.**

### **(3) Derivation of cost for the Contractor time.**

#### **Hourly rate**

Professional Fees of \$100/hour are requested.

#### **Days the Contractor will be in attendance at the NHID**

The contractor will plan to be in attendance at the NHID an average of thirty-two hours a week for the period of December 2016-September 2017 and 8 hours/week for the period of October 2017 to October 2018. The specific days of the week will be mutually agreed upon by the NHID and the consultant to accomplish the work to be done in a timely manner.



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**Time period the Contractor will be available to the NHID, including the start date and end date.**

The start date will coincide with the approval of the contract at the Governor and Executive Council meeting (assumed to be mid-February) and continue until October 2018.

**Amounts for any material expenses related to performing the work**

No expenses are expected.

**Any expected out-of-pocket or travel expenses.**

No expenses are expected.

**Budget and not-to-exceed limit**

The not to exceed limit proposed is \$178,900 and is based on the following budget estimates.

Professional Fees	Hours	Hourly Rate	Costs
Year One-approximately 32 hour/week, 10 months	1376	\$ 100.00	\$137,600
Year Two-approximately 8 hours/week, 12 months	413	\$ 100.00	\$41,300
<b>Total Hours</b>	<b>1789</b>		
<b>Total Expenses</b>			<b>\$178,900</b>

**No benefits expected**

It is understood that there will not be any benefits provided in addition to payment for services other than those specifically identified above or included in the proposal through this consulting contract with NHID.

**Potential Conflict of Interest**

There are no conflicts of interest known.

**Other Information**

**References**

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**PROFESSIONAL SUMMARY**

Not for profit executive and healthcare consultant with proven management and leadership skills in project management, grant management and grant writing, budget development, strategic planning, health information technology and public health. State legislative and consulting experience includes state budget, health insurance, commerce and health policy.

**PROFESSIONAL SKILLS**

Project Management	Budgets
Grant management	Excellence in Governance
Grant writing and review	Organizational development
Collaborative Leadership	Legislative policy and government relations

**QUALIFICATION HIGHLIGHTS**

- Project Management for federal, state and private foundation grants and contracts
- Start up and sustainability of a grant-funded rural health network
- Founding Director of the Northern New Hampshire Area Health Education Center (AHEC), Northern NH Public Health Training Center (PHTC) and Medical Reserve Corps-Northern NH Unit
- Developed, implemented and sustained a mobile dental clinic serving underserved population
- Implementation of a fund accounting system for a not for profit start-up
- Collaboratively planned and secured competitive FCC award of \$24.7 million for Rural Healthcare Pilot in ME, NH, and VT
- Obtained State funding and designations for public health and substance abuse prevention networks in a competitive process
- Facilitated collaborative strategic planning among diverse health agencies for resource development and program development and implementation

**PROFESSIONAL EXPERIENCE**

**New Hampshire Insurance Department, Concord, NH**

*Independent Contractor*

May 2012-Present

Project management of three health premium rate review federal grants including overseeing vendor work, developing RFPs and evaluating proposals, managing contracting and Governor and Council approval process; development of project management tools and processes. Successful grant writing for federal grants.

**MMcLeod Consulting, Franconia and Concord, NH**

August 2010-Present

Services including project management, technical assistance, government and community relations, resource development, grant writing and review, collaborative planning, not for profit governance. Clients include State government, managed care organizations, US DHHS/HRSA and rural health organizations.

**North Country Health Consortium (NCHC), Littleton, NH**

*Executive Director*

December 2000-July 2011

*Center Director, Northern NH Area Health Education Center (AHEC)  
And Public Health Training Center (PHTC)*

April 1999-July 2011

Provided executive leadership for this not-for-profit rural health network with diverse membership including organizational and board; staff development and supervision; budget development and resource allocation; community needs assessment; program development and oversight in the areas of substance abuse prevention, public health, health professional workforce, health information technology, health access, and oral health services; and government relations and advocacy for rural health care providers and services.



318 Wells Road, Franconia, NH 03580

[mmcleod823@gmail.com](mailto:mmcleod823@gmail.com)

603-491-0542

# Martha McLeod

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## PROFESSIONAL EXPERIENCE, CONT.

**NH Dept. of Health and Human Services, Division of Public Health, Concord, NH,**  
*Women, Infants and Children (WIC) Supplemental Nutrition Program* August 1992-April 1999  
*State Nutritionist*

**Rockingham Community Action Program, Portsmouth, NH**  
*Assistant Director, WIC Nutrition Program* 1991-August 1992  
*Nutritionist/Nutrition Coordinator, WIC Nutrition Program* September 1986-1991

## ADDITIONAL PROFESSIONAL EXPERIENCE

Grant Reviewer, USDHHS, Health Resources and Services Administration, Washington, DC  
Adjunct Faculty-Dartmouth Medical School, Hanover, NH (1999-2011)  
Adjunct Faculty-Granite State College, Conway, NH (2010-2014)  
Registered Dietitian (RD), Licensed Dietitian (LD) - State of New Hampshire  
NH House of Representatives, 2005-2008 (Finance Committee; Commerce Committee)

## EDUCATION

*University of New Hampshire, Durham, NH*  
Master of Occupational Education -Adult and Vocational Education, May 1991  
Bachelor of Science, Nutritional Sciences, May 1986

## CURRENT BOARDS/COMMISSIONS

HNHfoundation, Chair  
NH Humanities Council, Treasurer  
Affordable Housing, Education and Development (AHEAD), Chair  
New Hampshire Health Plan  
NH Telecommunications Advisory Board  
Mount Washington Commission

## PAST BOARDS

Grafton County Cooperative Extension Advisory Council  
NAMI-NH  
North Country Center for the Arts  
NE Telehealth Consortium

## PUBLICATIONS AND AWARDS

*New England Rural Health Round Table Leadership Award, 2011*  
*2006 Maggie Terninko Award for Public Health and Legislative Contributions, NH Dietetic Association*  
*Legislator of the Year 2006, Ski New Hampshire*  
*New Hampshire Bar Journal, March 2003, Volume 44, Number 1. C. McDowell, A. Woods, K. Terrie, M. McLeod, M. Ruppert. Pg 63-68.*

## REFERENCES AVAILABLE UPON REQUEST



348 Wells Road, Franconia, NH 03580  
[mmcleod823@gmail.com](mailto:mmcleod823@gmail.com)  
603-491-0542

**Agreement with MMcLeod Consulting  
NHID Health Insurance  
Project Management 2016-2018**

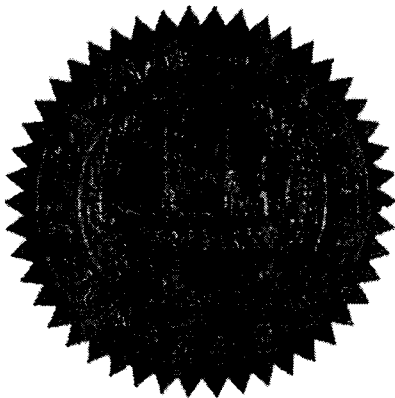
**Exhibit B  
Form of Payment**

The services provided by MMcLeod Consulting will be billed to the State at a rate of \$100 per hour with expenses for travel reimbursed at the current IRS rate per mile for each day in attendance at the New Hampshire Insurance Department. Additional reimbursement shall be provided to MMcLeod Consulting travel for State approved training necessary to perform the services under this agreement, at the IRS mileage rate for ground travel, or based on expenses consistent with State travel policies for staff. Weekly billable hours based on attendance at the New Hampshire Insurance Department between two and four days a week, over a period ending October 18, 2018. Total cost to the State is not to exceed \$178,900 during the term of the contract. MMcLeod Consulting services shall be billed at least monthly to the State and the invoice for the service shall identify the services provided, total time included, and travel expenses to be reimbursed. Payment shall be made within 21 days of the date the services are invoiced.

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 MMcLeod Consulting is a New Hampshire trade name registered on April 9, 2012 and that Martha S McLeod presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6<sup>th</sup> day of May, A.D. 2016

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

William M. Gardner  
Secretary of State

**MMcLeod Consulting  
348 Wells Road  
Franconia, NH 03580**

October 4, 2016

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

Re: Project Management 2016 Contract

Dear Mr. Couture

I am writing in my capacity as Principal and Owner of MMcLeod Consulting to inform you that Martha McLeod is authorized, on behalf of MMcLeod Consulting to enter into a contract with the New Hampshire Insurance Department in connection with services to be provided pursuant to the Project Management 2016 contract, and to take such actions as are necessary and appropriate to execute, acknowledge and deliver for and on behalf of MMcLeod Consulting any and all documents, agreements and other instruments as she deems necessary or desirable to accomplish the same.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Martha McLeod". The signature is fluid and cursive, with the first name "Martha" being more prominent than the last name "McLeod".

Martha McLeod  
Principal  
MMcLeod Consulting





MCLEODMA01

SCOLE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2016

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

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

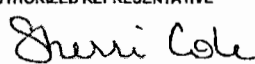
<b>PRODUCER</b> Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	<b>CONTACT NAME:</b> Sherri A. Cole, ACSR <b>PHONE (A/C, No, Ext):</b> (603) 715-9764 <b>E-MAIL ADDRESS:</b> scole@davistowle.com <b>FAX (A/C, No):</b> (603) 225-7935
<b>INSURED</b>  Martha McLeod 348 Wells Road Franconia, NH 03580	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> The Hanover Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> 22292

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		OHV9504004	03/30/2016	03/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED <input type="checkbox"/>	RETENTION \$ <input type="checkbox"/>				
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A			

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

<b>CERTIFICATE HOLDER</b>  State of NH Insurance Department 21 S. Fruit Street Concord, NH	<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 MMcLeod Consulting agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the New Hampshire Insurance Department.

### BUSINESS ASSOCIATE AGREEMENT

#### (1) Definitions.

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

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

**(2) Use and Disclosure of Protected Health Information.**

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

**(3) Obligations and Activities of Business Associate.**

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

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

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

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

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

The NH Insurance Dept.  
The State  
Alexander K. Feldvebel  
Signature of Authorized Representative  
Alexander K. Feldvebel  
Name of Authorized Representative  
Deputy Commissioner  
Title of Authorized Representative  
10/7/16  
Date

MM<sup>c</sup>Leod Consulting  
Name of the Contractor  
Martha S. McLeod  
Signature of Authorized Representative  
Martha S. McLeod  
Name of Authorized Representative  
Principal  
Title of Authorized Representative  
10/4/2016  
Date