



THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

10/29

Roger A. Sevigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

October 27, 2014

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 amend on a **sole source** basis a contract (originally approved by the Governor and Council on February 12, 2014, Item #22) 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 extending the end date from September 30, 2015 to September 30, 2016 and increasing the amount by \$120,000 from \$169,920 to \$289,920. This agreement is to be effective upon Governor & Council approval through September 30, 2016. 100% Federal Funds.

The additional funding is available in account titled Health Insurance Premium Review (Rate Review) Cycle IV Grant. Funding for FY16 & FY 17 is subject to legislative approval of the next biennial budget:

	FY2015	FY2016	FY2017
02-24-24-240010-59300000-046-500464 Consultants	\$35,000	\$80,000	\$5,000

EXPLANATION

The need to amend and extend the current contract on a **sole source** basis is due to the additional work required vis-à-vis the recently awarded Rate Review Cycle IV grant. The work funded by the Cycle IV grant is a continuation of work under the Rate Review Cycle III grant, 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 planned activities and work required under this new grant, much of which is integrally connected with work being done under the Rate Review Cycle III grant. Contracting with a different vendor would increase cost and cause delays due to the need to familiarize the new vendor with the Cycle III work.

The Cycle IV grant is 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 extension of the MMcLeod Consulting contract and an increase in funds of \$120,000. 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

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AMENDMENT

This Agreement (hereinafter called the “Amendment”) dated this 21st day of October, 2014 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 February 12, 2014, agenda item #22, 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 the additional work required, as part of the recently awarded Health Insurance Premium Review Cycle IV grant, cannot be completed within the existing price limitation or by the original completion date.

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 1.7 of the General Provisions by extending the completion date from September 30, 2015 to September 30, 2016.
- B. Amend Section 1.8 of the General Provisions by increasing the Price Limitation from \$169,920 to \$289,920.
- C. Amend Exhibit A by changing the reference in section I from “funded by the grant” to “funded by both Cycle III and Cycle IV grants”
- D. Amend Exhibit B by changing the reference to
 - a. “period ending September 30, 2015” to “period ending September 30, 2016, and;
 - b. “exceed \$169,920” to “exceed \$289,920”.

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:

MMcLeod Consulting

By: Martha McLeod
MMcLeod Consulting

NHID:

State of New Hampshire acting
through the New Hampshire Insurance
Department

By: [Signature]
Roger A. Sevigny, Commissioner

NOTARY STATEMENT

On this the 28 day of October, 2014, there appeared before me Sarah Prescott (Notary Name) the undersigned officer appeared Martha McLeod (Designated Officer Name) who acknowledged him/herself to be Consultant (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: [Signature]

SARAH K. PRESCOTT, Notary Public
My Commission Expires June 23, 2015

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

By: J. Clayton Marshall, Assistant Attorney General on 10/29/14

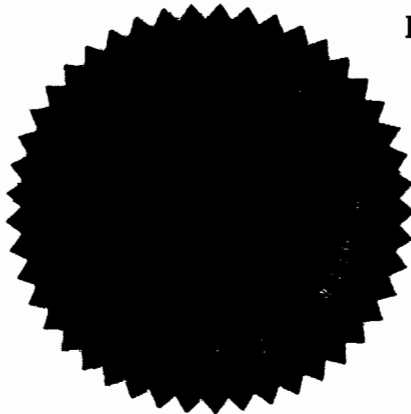
APPROVAL BY THE NEW HAMPSHIRE GOVERNOR AND EXECUTIVE COUNCIL

By: _____, on _____

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 30th day of June, A.D. 2014

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 7, 2014

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

Re: Rate Review Cycle III contract extension

Dear Mr. Couture

I am writing in my capacity as President 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 above referenced project, 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,

Martha McLeod
Owner

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

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


PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935	
	E-MAIL ADDRESS:	
INSURED Martha McLeod 348 Wells Road Franconia, NH 03580	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hanover Insurance	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			ODV950400400	03/30/2014	03/30/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						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
								\$
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
			PROPERTY DAMAGE (Per accident)	\$				
				\$				
	UMBRELLA LIAB		<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
			DED					\$
			RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	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 / A				E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER State of NH Insurance Department 21 S. Fruit Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

STANDARD EXHIBIT I

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

NA INSURANCE DEPARTMENT
The State
Alexander K. Felder
Signature of Authorized Representative
ALEXANDER K. FELDER
Name of Authorized Representative
DEPUTY COMMISSIONER
Title of Authorized Representative
10/27/14
Date

MMcLeod Consulting
Name of Contractor
Martha S. McLeod
Signature of Authorized Representative
Martha S. McLeod
Name of Authorized Representative
Owner
Title of Authorized Representative
October 7, 2014
Date



**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

Roger A. Sevigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

February 12, 2014

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 of \$169,920 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. This agreement is to be effective upon Governor & Council approval through September 30, 2015. 100% Federal Funds.

The funding is available in account titled Health Insurance Premium Review Cycle III Grant as follows. Funding for FY16 is contingent upon the available and continued appropriations of funds.

	FY2014	FY2015	FY2016
02-24-24-240010-88870000-046-500464 Consultants	\$30,000	\$114,432	\$25,488

EXPLANATION

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

The 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.

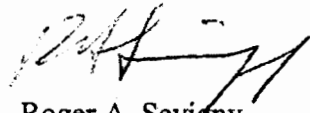
This includes: a) ongoing communication with vendors and NHID, b) monitoring progress of work performed by the various vendors and informing NHID senior management of progress and/or issues, and c) assisting in the coordination of the work of the various vendors.

After reviewing the bid responses, the Commissioner selected the MMcLeod's proposal as the most responsive to the Request for Proposals (RFP). The Request for Proposals was posted on the Department's website December 31, 2013 and sent to past bidders for Department contract work and companies doing work in this field. Two bids were received. Bids were evaluated by Department staff familiar with the project goals using a scoring system included in the 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,



Roger A. Sevigny
Commissioner

RFP 2014 - RRG-302 PROPOSALS EVALUATIONS

Evaluation Committee members: Tyler Brannen, Alain Couture, Michael Wilkey, Jennifer Patterson

Evaluation process: Every member reviewed and independently evaluated the bids. On January 27, 2014 the Evaluation Committed 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.

REF/VENDOR	CONTRACTOR SKILL (40% of total)	CONTRACTOR EXPERIENCE/QUALIFICATIONS (25% of total)	CONTRACTOR BIDDING (10% of total)	CONTRACTOR COST (10% of total)	TOTAL SCORE (100%)	Supra Value	NOTES
RFP 2014-RRG-302 Project Management							
UMASS	32.75%	20.25%	\$229,332	25.93%	78.93%	53.00%	
MMcLeod Consulting	33.50%	21.25%	\$169,920	35.00%	89.75%	54.75%	

Subject: Project Management Services

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 Fruit Street, 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	1.7 Completion Date 09/30/2015	1.8 Price Limitation \$169,920
1.9 Contracting Officer for State Agency Alex Feldvebel		1.10 State Agency Telephone Number 603-271-7973	
1.11 Contractor Signature <i>Martha McLeod</i>		1.12 Name and Title of Contractor Signatory Martha McLeod, Owner	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Grafton</u> On <u>1/27/2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Sarah K. Prescott</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Expires 6/23/2015</u> SARAH K. PRESCOTT, Notary Public My Commission Expires 6/23/2015			
1.14 State Agency Signature <i>Alexander K. Feldvebel</i>		1.15 Name and Title of State Agency Signatory <u>Alexander K. Feldvebel, Deputy Commissioner</u>	
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) By: <i>J. Christopher Marshall Asst. Atty. Gen.</i> On: <u>1/28/14</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials MM
Date 1/27/14

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials MM
Date 1/27/14

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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 – Cycle III Rate Review**

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 grant, 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.

2. Work set out in the response to the RFP (attached).

**New Hampshire Insurance Department
Health Insurance Rate Review Grant Program
Cycle III
Project Management**

RFP 2014-RRG-302

**MMcLeod Consulting
January 17, 2014**



348 Wells Road, Franconia, NH 03580
mmcleod823@gmail.com
603-491-0542

**Proposal for Professional Services for the New Hampshire Insurance
Department
January 17, 2014**

Introduction

The New Hampshire Insurance Department (NHID) has received a federal grant for Cycle III Rate Review activities. This federal grant will allow the NHID to procure services from independent contractors with special expertise who can assist the NHID to enhance the quality and depth of the NHID rate review of health insurance rate increases, and improve the consumer understanding of health insurance rates and rate changes.

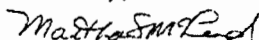
The NHID is seeking a contractor to assist NHID staff in managing the Cycle III Rate Review Grant projects. Specific tasks include developing request for proposals, obtaining Governor and Executive Council approval of vendors, communicating with vendors, coordinating activities between vendors and NHID, overseeing the performance and compliance within vendor contract specifications, issuing periodic status reports to senior management at NHID, drafting required federal reports for grant funding and facilitating the collection of data and reporting to the Office of Consumer Information and Insurance Oversight.

I believe you will find that my qualifications, skills and professional experiences will add value to the project. My recent work with the NHID on the Cycle II Rate Review Grant has provided me with useful insight into the NHID's operational structure, an understanding of the vision and goals for the grant funded work and a good working knowledge of the Affordable Care Act (ACA) as it relates to the rate review process and how it is being implemented in New Hampshire.

I also bring experience and skills in managing complex federal and state funded projects as a long time Executive Director of a not for profit community health agency; experience as a consultant for managed care insurance plans; knowledge of health insurance as a Board of Director for an insurance plan; experience as a professional of the NH Department of Health and Human Services overseeing multiple service contracts; and as a former NH legislator serving on the House Commerce Committee working on health insurance laws and the House Finance Committee working on financing health care services.

On the following pages, I have provided a proposal that outlines my qualifications and specific skills as well as a cost proposal in response to RFP 2014-RRG-302.

Sincerely,



Martha McLeod
Mmcleod823@gmail.com

RFP 2014-RRG-302-MMcLeod Consulting

1. Specific Skills

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

Most recently, my project management work has involved assisting the NH Insurance Department with management of the Cycle II Rate Review Grant. Relevant activities have included working with NHID staff to develop request for proposals specific to the services required and within the grant guidelines, timeline and budget. I have worked on sixteen projects as part of the grant work plan including assisting in the development of Request for Proposals (RFP) or Request for Information (RFI) for many of those projects.

I have extensive additional experience developing and responding to request for proposals including:

- As the Executive Director of the North Country Health Consortium, a not for profit community health agency, I developed RFPs for professional services and responded to many federal and state government RFPs.
- As a professional working for the Division of Public Health, Bureau of WIC Nutrition Services, I participated in the development of RFPs for delivery of services by local community organizations.
- As a Board member of a not for profit health plan, NH Health Plan, I contributed to the development and review of RFPs for professional services.
- As an officer of a telehealth consortium, the New England Telehealth Consortium, I participated in the development of RFPs for telecommunication providers.
- As a consultant, I assisted a managed care health plan, Network Health, to develop a response to a state government RFP.

b. Following New Hampshire procurement standards;

Most recently, my project management work has involved assisting the NH Insurance Department with management of the Cycle II Rate Review Grant including following New Hampshire state government procurement standards and moving vendor contracts through the Governor and Council process including working with staff in the Attorney General's office and the Department of Administrative Services to ensure the contracting process meets all the state standards. I have worked with NHID staff to develop tools to track the RFPs in process and a checklist and sample documents to assist vendors in successfully preparing their contract documents.

I have 20 years of experience in several positions and from different perspectives obtaining state approval for vendor contracts including gathering the needed forms and paperwork, following the process through

the attorney general's office to Administrative Services and the Governor and Executive Council approval:

- As a professional with the NH Division of Public Health Services, 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.
- As the Executive Director of the North Country Health Consortium, a not for profit organization in NH, I was designated by the Board of Directors as the contract officer with the State of NH.
- As a consultant with Network Health, a managed care health plan, I assisted their staff with the NH procurement process in developing a proposal in response to a State of New Hampshire RFP.

c. Communicating to contracted vendors about expectations;

Most recently, my project management work has involved assisting the NH Insurance Department with management of the Cycle II Rate Review Grant including communicating with and monitoring the work of project vendors to ensure projects stay on their timelines and deliverables are submitted.

It is important to establish regular and effective communications with vendors early in the project timeline. A project generally will start with a kickoff meeting to establish the communication methods and expectations as well as provide information and resources that vendors may need to begin their work.

Successful communication with the vendor also includes establishing good communication with the NHID project lead in order to resolve issues that arise and ensure the work continues as planned. I have found the use of an issue log, project plan worksheets and a weekly status report as useful tools to document results and track issues and ensure clear communication with vendors and NHID staff.

I have additional experience from a number of positions and perspectives communicating with vendors about expectations:

- In a past professional position at NH Division of Public Health Services, I had regular communications with vendors about expectations regarding federal and state grants and contract requirements. Vendors included community health and human service provider agencies, farmers and retail grocery store staff.

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 Cycle II Rate Review Grant at NHID through calls

and emails. I recommend establishing a regular check-in meeting or call shortly after project kickoff to establish a good communication channel and allow for both parties to raise questions and receive information as needed.

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

Most recently, I have been providing assistance to NHID staff in managing the work of vendors in the Cycle II Rate Review Grant and ensuring that projects stay on their timelines and deliverables are completed. The role includes coordinating with the NHID 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 routinely monitor the grant milestones and ensure that work is progressing within the timeline set out in the grant proposal. I also track reporting deadlines, draft reports in a timely manner and coordinate with NHID staff to ensure the reports are submitted on time and accurately reflect the work accomplished.

The NHID project management role also includes communicating with the NHID staff serving as the project lead to track and resolve issues that arise with a project and ensure the work continues as planned. Management tools such as an issue log, project plan worksheets, RFP timeline, and weekly status reports are used to document outcomes and open items and can serve as communication tools.

I have twenty years of experience managing projects timelines including:

- Managing multiple projects as the Executive Director for the North Country Health Consortium 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; oversaw work of vendors and consultants; and coordinated and collaborated with key stakeholders.
- As a professional 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;

Currently, in the role of project management 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 for

each project which includes the percent of each vendor contract budget spent and the percent of key performance indicators accomplished.

I have a dozen years of experience managing budgets including:

- Project budgets at the North Country Health Consortium for federal grants and state contracts where I managed the overall grant work, outcomes and budgets as well as developing and managing the organizational budget.
- As Treasurer of the New Hampshire Humanities Council, where I provide oversight and leadership to the Finance and Investment Committees.

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

Most recently, I have been providing assistance to NHID staff in drafting quarterly and annual grant reports for the Cycle II Rate Review Grant. I also participate in quarterly monitoring calls with the program officer.

I have 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:

- As the Executive Director of the North Country Health Consortium, a not for profit organization in NH, I routinely drafted and submitted reports to the US Department of Health and Human Services, Health Resources and Services Administration's Office of Rural Health Policy for grant funded projects; provided draft reports to Dartmouth Medical School's federally funded Area Health Education Center for submission to the US Department of Health and Human Services; reviewed and approved staff reports submitted to the Department of Justice and the Substance Abuse and Mental Health Services Administration's (SAMHSA) federally funded Drug Free Communities Program; and numerous other federal and state departments.
- As a professional with the NH Division of Public Health I contributed to Department reports to the US Department of Agriculture, the federal administrative agency for the Women, Infants and Children's Supplemental Food Program, Commodity Foods and Farmers Market Nutrition supplemental food programs.

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 II Rate Review Grant, draft reports and remind NHID staff of reporting timelines.

Additional reporting experience:

- I have twenty years of experience as a Project Director for grants provided by the US Department of Health and Human Services, Health Resources and Services Administration (HRSA), many of which required the collection and reporting of program and project data to on-line databases.
- As the state nutritionist for the Bureau of WIC Nutrition Services at the NH Division of Public Health, I worked with local WIC agencies on the collection of data for reporting to the US Department of Agriculture, the federal administrative agency.

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

It is anticipated that NHID staff will need to review and approve quarterly and annual grant reports and upload reports or provide access to the reporting function on the required website.

2. General Qualifications and Related Experience

Summary of Experience

I have recent experience providing project management assistance to the NH Insurance Department with the management of the Cycle II Rate Review Grant. 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 department on the Cycle II rate review grant and by monitoring the actions of the Department, the Health Care Reform Advisory Board, the Joint Legislative Oversight Committee on Health Care Reform and numerous other national projects and websites.

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. I have experience 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.



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 as a project manager on Cycle II of the Rate Review Grant for the NH Insurance Department since May of 2012. The project work has included a review of New Hampshire's effective rate review process, an analysis of the NH Insurance market, drafting of relevant laws and regulations to implement the ACA in NH, the claims data collection system, health insurance benefit designs, and reports on medical trends and cost drivers of health premiums. 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).

Other experience includes:

- Serving in the NH Legislature where I was a member of the House Commerce Committee working on Insurance laws and regulations
- As a Board member of the NH Health Plan, the organization that administers NH's high risk pool and partners in the Federal Marketplace Partnership Exchange Consumer Assistance program.

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

In my current role providing project management for the Cycle II Rate Review Grant, I communicate regularly with industry and regulatory personnel to assist the Department to meet the milestones set out in the grant.

I have past experience as a NH Legislator working on the House Commerce Committee working with Insurance Industry and regulatory personnel.

Over the course of my career, I have honed my written and oral communication skills with dozens of grant applications to federal, state and private funding sources; project reports; technical proposals; annual reports; and a number of presentations to diverse audiences from college students to health professionals to peers.

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 educated audiences as well.

Current resume is attached.



3. Derivation of cost for the Contractor time.

a. Hourly rate

Professional Fees of \$85/hour are requested.

b. Days the Contractor will be in attendance at the NHID

The contractor will plan to be in attendance at the NHID an average of three (3) days a week for twenty months. 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.

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

The start date will be scheduled within a week of the approval of the contract at the Governor and Executive Council meeting (assumed to be mid-February) and will continue to September 30, 2015.

d. Amounts for any material expenses related to performing the work

No expenses are expected

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

Mileage will be charged at the federal rate for on-site work.

f. Budget and not-to-exceed limit

The not to exceed limit proposed is \$169,920 and is based on the following budget estimates.

Professional Fees	Days	Hourly Rate	Costs
80 weeks @ 3-8 hour days/week	240	\$ 85.00	\$163,200
Subtotal Professional Fees			\$163,200
Travel-Mileage	RT miles	Rate	
On-site work 80 trips	150	0.56	\$6,720
Subtotal Travel Costs			\$6,720
Total Expenses			\$169,920

g. 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

I am a member of the Board of Directors of the NH Health Plan.



4. References

Debbie Gordon

Vice President and Chief Marketing Officer
Network Health
101 Station Landing, Fourth Floor
Medford, MA 02155
(781) 393-3502 (phone)
(781) 393-3508 (fax)
debbie.gordon@network-health.org

Mary Lou Krambeer

Consultant
MLK Consulting
46 Oak Ridge
Bethlehem NH 3574
603-444-0949
[Mlk2@roadrunner.com](mailto:MLk2@roadrunner.com)

Adele Woods

Chief Executive Officer
Coos County Family Health Services
54 Willow Street
Berlin, NH 03570
603-752-3669
awoods@ccfhs.org

5. Attachment

Resume

PROFESSIONAL HISTORY AND 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 (ongoing)
Adjunct Faculty-Dartmouth Medical School, Hanover, NH (1999-2011)
Adjunct Faculty-Granite State College, Conway, NH (current)
Registered Dietitian (RD), Licensed Dietitian (LD) - State of New Hampshire
NH House of Representatives, 2005-2008 (Finance Committee, Vice Chair-Div. III; 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

BOARDS/COMMISSIONS

HNHfoundation, Board Chair
NH Humanities Council, Board Treasurer
New Hampshire Health Plan, Board Secretary
NH Telecommunications Advisory Board, Co-Chair
Affordable Housing, Education and Development, Board Member
Grafton County Cooperative Extension Advisory Council, Past Chair
NAMI-NH, Board Member
Mount Washington Commission

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

**Agreement with MMcLeod Consulting
Project Management – Cycle III Rate Review**

**Exhibit B
Form of Payment**

The services provided by MMcLeod Consulting will be billed to the State at a rate of \$85 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 September 30, 2015. Total cost to the State is not to exceed \$169,920 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.

**Agreement with MMcLeod Consulting
Project Management – Cycle III Rate Review**

Exhibit C

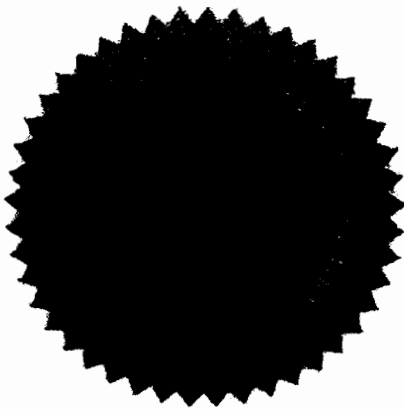
**Special Provisions – Modifications, Additions, and/or
Deletions to Form P-37**

MMcLeod Consulting services are offered by a sole proprietor and is therefore exempt from the definition of an employer (RSA 281-A), and the workers compensation requirement indicated under item number 15 of the P-37.

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, 2013 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 16th day of April, A.D. 2013

William M. Gardner
Secretary of State

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

January 27, 2014

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


Re: 2014-RRG302-Project Management

Dear Mr. Couture

I am writing in my capacity as President 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 above referenced project, 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 that reads "Martha McLeod". The signature is written in a cursive style with a large initial "M".

Martha McLeod
Owner

Client#: 63140

MCLMA4

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/16/2013

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

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

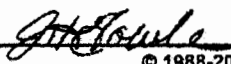
PRODUCER Davis & Towle Group 115 Airport Road Concord, NH 03301 225-6611	CONTACT NAME: Rachel Ernst PHONE (A/C, No, Ext): 603-225-6611 E-MAIL ADDRESS: rernst@davistowle.com	FAX (A/C, No): 603-225-7935
	INSURER(S) AFFORDING COVERAGE	
INSURED Martha McLeod 348 Wells Road Franconia, NH 03580	INSURER A: Hanover Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ODV950400400	03/30/2013	03/30/2014	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 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER State of NH Insurance Department 21 S Fruit Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

STANDARD EXHIBIT I

The Contractor identified as “MMcLeod Consulting” in Section A 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 I, 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.

New Hampshire Insurance Dept.
The State

Alexander K. Feldvebel
Signature of Authorized Representative

Alexander K. Feldvebel
Name of Authorized Representative

Deputy Commissioner
Title of Authorized Representative

1-28-14
Date

MMcLeod Consulting
Name of the Contractor

Martha McLeod
Signature of Authorized Representative

Martha McLeod
Name of Authorized Representative

Owner
Title of Authorized Representative

January 27, 2014
Date