



**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

JAR
67A

Roger A. Seigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

July 6, 2017

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

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract with Health Management Associates, Inc. (Vendor # 169122) of Lansing, MI in the amount of \$149,940, for consulting services effective upon Governor & Council approval through April 1, 2018. 100% Federal Funds.

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

<u>Rate Review Cycle IV Grant</u>	<u>FY2018</u>
02-24-24-240010-59300000-046-500464 Consultants	\$149,940

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 having a better understanding of the expected changes to the market distributions and be able to predict pricing changes in market segments, in order to best serve the people of New Hampshire.

The NHID seeks assistance from this vendor relative to (1) assist the NHID in the development of a Section 1332 waiver application seeking federal funding for market stabilization in the individual health insurance market or any other market stabilization funding that may be available in addition to the 1332 waiver program; (2) support the NHID in navigating the waiver application process; and (3) assist the NHID throughout in discussions with CMS, Treasury, health carriers, and other stakeholders or interested parties.

The Request for Proposal was posted on the NHID's website on June 16, 2017 and sent to past bidders for NHID contract work and companies doing work in this field. Five bids were received. The bid was evaluated by NHID staff familiar with the project goals using a scoring system included in the RFP. After reviewing the bid response, the Commissioner selected Health Management Associates, Inc. as most responsive to the RFP.

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

Respectfully submitted,

Alexander K. Felhaber, Deputy Commissioner, for

Roger A. Sevigny

RRG 413 - PROPOSALS EVALUATIONS

Evaluation Committee members: Alex Feldvebel, Tyler Brennen, David Sky, Alain Couture, Martha McLeod

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

On June 29, 2017 the Evaluation Committee members met, and as a group assigned points to each bid per the "Specific comparative scoring process" described in each RFP.

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

RFP/VENDOR	Contractor meets Specific Skills needed (25% or points)	Contractor meets qualifications and related experience (25% or points)	Description of Work Product (20% or points)	Bid Price- BUDGET AMOUNT	Cost for Contractor Time (30% or points)	TOTAL SCORE (100% or Points)	Score without \$\$\$	NOTES
RFP 2017- RRG-413 Waivers and Other Federal Funding Application Support								
Health Management Associates	23.00%	24.00%	17.00%	\$149,940	13.99%	77.99%	64.00%	
Public Consulting Group, Inc	17.00%	15.00%	12.00%	\$69,930	30.00%	74.00%	44.00%	
University of Massachusetts Medical School	20.00%	20.00%	15.00%	\$161,266	13.01%	68.01%	55.00%	
Manatt, Phelps & Phillips, LLP	23.00%	23.00%	12.00%	\$685,600	3.06%	61.06%	58.00%	
Regulatory Insurance Advisors	12.00%	12.00%	12.00%	\$95,944	21.87%	57.87%	36.00%	

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

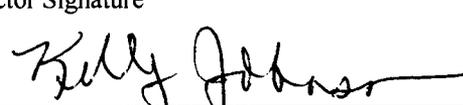
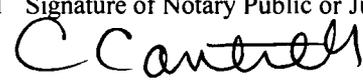
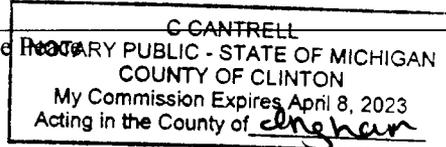
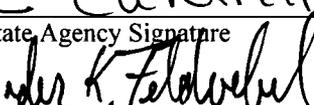
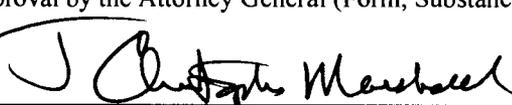
RECEIVED BY
NH INSURANCE DEPT.
JUL 06 2017

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 S. Fruit Street, Suite 14, Concord, NH 03301	
1.3 Contractor Name Health Management Associates, Inc		1.4 Contractor Address 120 North Washington Square, Suite 705, Lansing, MI 48933	
1.5 Contractor Phone Number 517-482-0920	1.6 Account Number 02-24-24-240010-59300000-046-500464	1.7 Completion Date April 1, 2018	1.8 Price Limitation \$149,940
1.9 Contracting Officer for State Agency Alexander Feldvebel, Deputy Commissioner		1.10 State Agency Telephone Number 603-271-2261	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kelly Johnson, Vice President	
1.13 Acknowledgement: State of <u>Michigan</u> , County of <u>Clinton</u> On <u>July 5, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>C Cantrell</u>			
1.14 State Agency Signature  Date: <u>7/7/17</u>		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) (if applicable) By:  On: <u>7/7/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Health Management Associates, Inc.

RFP 2017-RRG-413

Waivers and Other Federal Funding Application Support

Exhibit A

Scope of services

Summary of Services to be provided:

1. Assist the NH Insurance Department (NHID) in the development of a Section 1332 waiver application seeking federal funding for market stabilization or any other market stabilization funding that may be available in addition to the 1332 waiver program;
2. Support the NHID in navigating the waiver application process for calendar year 2018, and beyond;
3. Assist the NHID with the public notice and comment process;
4. Assist the NHID throughout in discussions with CMS, Treasury, health carriers, and other stakeholders or interested parties to resolve issues and/or questions related to any application prepared;
5. Confer with Gorman Actuarial, the NHID vendor contracted to analyze and model market dynamics and possible market mechanisms, as needed, to contribute expertise on market stabilization design features that would enhance the NHIDs ability to leverage federal funding;
6. Facilitate, draft, and be responsible for assembling applications for funding.

HEALTH MANAGEMENT ASSOCIATES

Proposal to Provide Waivers and other Federal Funding Application Support

RFP NO. 2017-RRG-413
PRESENTED TO THE
STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT

JUNE 26, 2017



120 North Washington Square
Suite 705
Lansing, MI 48933
Telephone: (517) 482-9236
Fax: (517) 482-0920

WWW.HEALTHMANAGEMENT.COM

HEALTH MANAGEMENT ASSOCIATES

June 26, 2017

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

Dear Mr. Couture:

Health Management Associates, Inc. (HMA) is pleased to submit our proposal to the New Hampshire Insurance Department in response to RFP 2017-RRG-413, ***Waivers and Other Federal Funding Application Support***.

The team assembled by HMA includes health policy professionals with demonstrated experience in ACA planning, implementation and operations, including recent engagements in which we have helped states develop waiver applications for submission to the federal Centers for Medicare and Medicaid Services (CMS). Our team is made up of former CMS and state officials with extensive public and private sector health insurance experience. Our team has experience developing Section 1332 waivers and conducting negotiations with CMS, and is very familiar with federal market stabilization proposals and federal funding opportunities. We are well equipped to provide the services requested in this scope of work and are well situated to effectively partner with Gorman Actuarial.

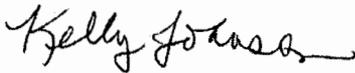
Nora Leibowitz will be the primary contact for any technical questions regarding the proposal and Jeff DeVries will be the contact for contract negotiations and through the end of the contract. Their contact information follows:

Nora Leibowitz, MPP
Health Management Associates
805 SW Broadway, Suite 2020
Portland, OR 97214
Ph. 503-820-2599
nleibowitz@healthmanagement.com

Jeff DeVries
Health Management Associates
120 N. Washington Square, #705
Lansing, MI 48933
Ph. 517-482-9236
jdevries@healthmanagement.com

Thank you for the opportunity to bid on this very significant work. We are confident that Health Management Associates can provide exemplary services on the project and we look forward to your decision in this matter.

Sincerely,



Kelly Johnson
Vice President

ONE MICHIGAN AVENUE BUILDING, 120 NORTH WASHINGTON SQUARE, SUITE 705, LANSING, MICHIGAN 48933
TELEPHONE: 517.482.9236 | FAX: 517.482.0920
WWW.HEALTHMANAGEMENT.COM

ALBANY • ATLANTA • AUSTIN • BOSTON • CHICAGO • COLUMBUS • DENVER • HARRISBURG
INDIANAPOLIS • LANSING • NEW YORK CITY • PHOENIX • PORTLAND • SACRAMENTO • SAN ANTONIO
SAN FRANCISCO • SEATTLE • SOUTHERN CALIFORNIA • TALLAHASSEE • WASHINGTON, DC

Table of Contents

ABOUT HEALTH MANAGEMENT ASSOCIATES	1
QUALIFICATIONS	3
Waiver Experience.....	3
Market Stabilization	5
RELEVANT EXPERIENCE.....	7
Familiarity with NH Market, PAP, and 1115 Waiver	7
Medicaid and Medicaid Expansion: Current State	7
Premium Assistance Program.....	7
Individual Market.....	8
Overview of Monthly Plan Enrollment as of May 2017.....	9
Other Relevant Health Care Information.....	9
Staff Biographies	10
PROJECT COSTS	12
FINAL WORK PRODUCT.....	13
Task 1. Proposal Development Support.....	14
Task 1 Work Product.....	14
Task 2. Waiver Application Development	14
Task 2 Work Products	15
Task 3. Waiver Application Finalization.....	15
Task 3 Work Products	16
Task 4. Stakeholder Engagement	16
Task 4 Work Products	16
Task 5. Ongoing Support for Waiver Negotiations.....	17
Task 5 Work Products	17
Crosswalk of RFP Project Elements and Planned Tasks	17
CONFLICT OF INTEREST	18
REFERENCES	19

ABOUT HEALTH MANAGEMENT ASSOCIATES

Health Management Associates (HMA) has a long history of helping state governments respond to the constantly evolving environments in which they operate. Changes in legislation, the economy, health information technology, and public expectations regarding performance, among other things, mean that states must build leaders and structures that are nimble and flexible to respond to these changes. HMA is widely regarded as a leader in providing technical and analytical services to states, health care purchasers, payers, and providers. Further, HMA's success in technical consultation is due to its philosophy that partnering technical change with an adaptive approach is critical to sustainable success. The team assembled for this project is skilled both in the technical knowledge and experience around health care reform and health policy and operations and in the analysis of federal statutes and regulations, economic and financial analysis to support state health coverage programs, project management, technical assistance, and waiver application development. HMA's deep expertise in health insurance and health care coverage programs for the uninsured, coupled with our proven track record of outstanding results when assisting our clients, sets us apart among our peers.

HMA has extensive experience assisting states with model design and development of ACA Section 1332 waivers, SSA Section 1115 waivers and State Health Innovation Plans.

HMA understands the importance of performing a detailed and thorough analysis and incorporating stakeholders' perspectives to help define the most efficient, least burdensome and most accurate approach. We will draw upon our experience working with state agencies and divisions responsible for administering waivers and other state programs, as well as with other stakeholders identified by the State, to develop a 1332 waiver application that draws upon best practices while meeting New Hampshire's specific needs.

Our team of policy experts provides on-the-ground expertise to make sure policy decisions lead to better, real-world results. HMA has significant experience supporting states with the development and implementation of waivers. For example, HMA helped California draft its 1332 waiver proposal and helped Oklahoma's Section 1332 Task Force analyze market stabilization and other redesign options for inclusion in a 1332 waiver application. We have also recently provided technical assistance and consulting on their 1115 Waivers to Colorado, Texas and Washington. We also assisted Maryland with the design, development and implementation of its innovative all-payer waiver, which waives both Medicare and Medicaid rules and moves the state from paying for volume to paying for value under a per capita cap on cost growth.

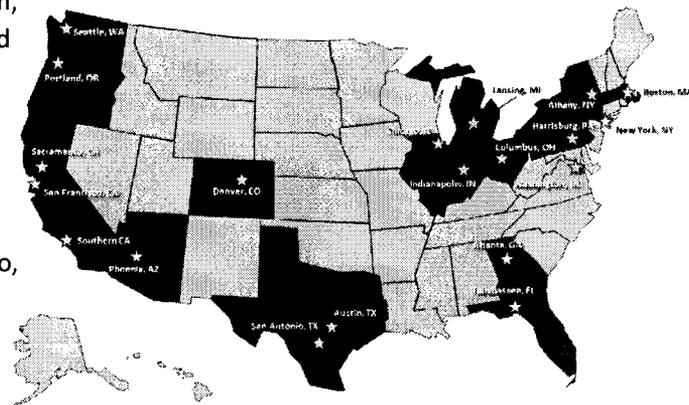
HMA is a consulting firm with deep expertise across all domains of publicly funded health care. We are leaders in delivery system restructuring, strategic planning, behavioral health, primary care practice transformation, long-term services and supports, managed care policy and operations, correctional health, and consultation to state and county governments and federally-qualified health centers. We have extensive front line experience and continue to lead innovations in the areas of hospital and health system operations, health care program development, health economics and finance, program evaluation, program integrity, and data analysis. HMA is widely regarded as a leader in providing strategic, technical,

analytical and implementation services to health care purchasers, payers, and providers, with a special concentration on those who address the needs of the medically indigent and underserved.

HMA has nearly 200 professional health care leaders, managers and analysts with up to 30 years of experience in the health and human services fields, including practicing clinicians, behavioral health experts, senior staff with extensive experience in clinical and administrative leadership of hospitals and health systems, managed care organization administrators, information technology experts, former state Medicaid and other program directors, and former federal officials. HMA brings a strong interdisciplinary expertise to clients. Our consultants have been leaders and innovators in health economics, public health policy and administration, health care finance and reimbursement, clinical services, managed care, pharmacy benefit design and management, social work, program development and evaluation, and information systems.

HMA has clients across the country, including major safety net health systems, private sector providers, health plans, foundations, and local, state, and federal governments. The firm has extensive experience and expertise in the design and implementation of health programs, particularly with respect to system development, managed care, long-term services and supports, and behavioral health care. HMA has decades of unique experience integrating approaches between government bodies that oversee health care for vulnerable populations, health plans that pay for it and providers who deliver it.

HMA is a private, for-profit “C” corporation, incorporated in the State of Michigan in good standing and legally doing business as Health Management Associates, Inc. Founded in 1985, Health Management Associates has offices in Albany and New York, New York; Atlanta, Georgia; Austin and San Antonio, Texas; Boston, Massachusetts; Chicago, Illinois; Columbus, Ohio; Denver, Colorado; Harrisburg, Pennsylvania; Indianapolis, Indiana; Lansing, Michigan; Phoenix, Arizona; Portland, Oregon; Sacramento, San Francisco, and Southern California; Seattle, Washington; Tallahassee, Florida; and Washington, DC.



HMA OFFICES ACROSS THE COUNTRY

HMA Medicaid Market Solutions (HMA MMS) a premier operating division with HMA will be part of the team. HMA MMS colleagues have extensive experience working with senior officials in many states, designing and implementing innovative Medicaid solutions that advance alternatives to traditional Medicaid. In addition, they advise and support state and federal agencies, health systems, health plans, and others to create new approaches to serving Medicaid beneficiaries and other low-income and vulnerable populations.

Key HMA MMS expertise includes: public health policy and program strategy, Medicaid, Medicare, commercial insurance knowledge, and experience designing innovative Medicaid waivers and managed care programs.

QUALIFICATIONS

Waiver Experience

HMA has decades of experience helping states design and implement waivers, including 1332 waivers and Medicaid waivers (Section 1115 waivers, including Delivery System Reform Incentive Program (DSRIP) waivers, 1915(b) or (c) waivers). These projects have required us to develop a deep understanding of the healthcare landscape, learn the concerns and pain points affecting stakeholders including individuals, providers, payers and other interested parties such as the legislature. Based on our understanding of the local environment and federal and state requirements, we lay out the available options and avenues for change, work with stakeholders to facilitate consensus, and perform the analysis necessary to predict the impact of various changes. We have also been deeply involved in implementation efforts, including drafting of regulations, writing policies and procedures, and performing readiness reviews. Over the past several years we have assisted states with various aspects of waiver development, including:

- **Oklahoma 1332 Waiver Development** (January – June 2017) HMA, with the assistance of Leavitt Partners, assisted the Oklahoma State Department of Health with facilitation of a Task Force responding to a legislative mandate to develop a draft section 1332 concept for further consideration. The team provided information and analysis to the Task Force and state staff, provide subject matter and analytic support, tracked federal legislative and regulatory changes, and supported the Department with additional consultation on the development of waiver proposals. HMA developed and presented information to the Task Force and wrote a final report summarizing state pain points, the proposal development, analyses, and recommendations. The project was initiated because the state is attempting to secure flexibility to develop a more sustainable health coverage system, since take-up in the exchange has been lower than expected, premiums have risen, there have been challenges with lack of continuous coverage, and there is limited competition among plans.
- **California Health Benefit Exchange: Consulting Services for the 1332 Innovation Waiver Application** (June – September 2016) HMA drafted a complete Section 1332 waiver application for the Covered California, the State-based Marketplace, related to providing coverage through the Marketplace to undocumented individuals. The waiver proposed to create a new set of plans called California Qualified Health Plans that would be available to individuals who were not eligible to purchase coverage through Covered California due to their immigration status. HMA drafted the entire 1332 Waiver application, including incorporating the economic and actuarial analyses that were developed by other entities. HMA also supported stakeholder consultation with Tribal Nations and synthesized and incorporated public comments into the waiver application draft. The 1332 Waiver application was submitted to HHS and Treasury. However, the state withdrew its application after the change in federal administration.
- **Washington State Health Care Authority Medicaid Waiver** (December 2015 – February 2016) HMA provided strategy and policy development for the Washington State Medicaid program to receive approval for its submitted Medicaid 1115 DSRIP Waiver, including the development of policy documents. HMA assisted in negotiations with CMS for approval during the negotiation process. In addition, HMA is provided implementation strategy support for the potential federal investment in the transformation of their health care system.

- **Missouri Mental Health Crisis Prevention Project Waiver** (July 2015 – June 2017) HMA assisted the state of Missouri in drafting, refining and gaining approval of its Section 1115 waiver to expand eligibility to young adults with income up to 150% FPL who have had a behavioral health crisis identified through emergency department visits or law enforcement programs. Activities included: strategic and technical guidance on development of key waiver provisions; strategic and technical guidance on waiver budget neutrality calculations; drafting the waiver concept paper and waiver application; and participate in CMS calls to review the waiver proposal and negotiate final waiver provisions, as well as review and comment on draft waiver terms and conditions.
- **Illinois Path to Transformation 1115 Waiver** (October 2013 – December 2014) HMA provided development of a Medicaid 1115 Waiver demonstration proposal to the Centers for Medicaid and Medicare Services ("CMS") to transform the Illinois Medicaid program. HMA developed an 1115 waiver concept paper, participated in the stakeholder input process, including individual and small group stakeholder meetings, and refined the concept paper based on stakeholder and state feedback.
- **Colorado Department of Health 1115** (September 2013 – August 2014) HMA provided consulting and technical assistance to help the state develop payment and program designs that complement and support the SIM/SHIP and provided a framework for the state to pilot selected Medicaid payment and delivery system reforms. We assisted the Department in the development and submission of a waiver that preserves existing Upper Payment Limit (UPL) funds and allows for the expansion of Medicaid managed care.
- **Hawaii Department of Human Services: Health Connector** (August 2015 – February 2016) HMA conducted project planning, oversight and monitoring to ensure successful completion of the transition of the Hawaii Connector to a Supported State-Based Marketplace (SSBM) by the beginning of 2016 open enrollment, November 1, 2015. HMA provided ongoing strategic and technical guidance on the transition of the Hawaii Connector to a Supported State-Based Marketplace (SSBM), including key provisions such as delegation of exchange authorities to the state, transfer of state functions, the exchange cost allocation plan, onboarding of current Qualified Health Plans (QHP) to the federally facilitated marketplace (FFM), effective transition of current enrollees, and recommendations for a state-based SHOP given Hawaii's unique position with the Prepaid Healthcare Act. HMA team members participated in CMS and CClO calls to review proposals and negotiate requirements, timelines and provisions of the SSBM.
- **Alaska Medicaid Redesign Project** (June 2015 – May 2016) As a subcontractor to Alaska firm Agnew-Beck, HMA conducted an environmental scan to identify Medicaid expansion and reform options; presented written findings, facilitated discussions regarding narrowing expansion and reform options for further analysis; analyzed options and developed presentation materials; conducted detailed analyses of selected reform options (including an 1115 waiver), drafted a final report with analyses and recommendations, and presented materials to legislators.
- **Indiana Family and Social services Administration, Healthy Indiana Plan and HIP 2.0** (January 2007 to present) HMA-MMS developed and drafted the Healthy Indiana Plan (HIP), the nation's first consumer-directed program for Medicaid participants. HMA-MMS negotiated the 1115 waivers that authorized implementation, and led the implementation and operational developments of the programs and program changes.

Market Stabilization

Through our engagement with states on waiver, health reform and health system improvement, HMA has developed a strong understanding of the range of market stabilization mechanisms available to states. We have analyzed options for states (including our recent engagement in Oklahoma) including:

Claims-based Reinsurance. This would be similar to the ACA's Transitional Reinsurance Program that operated between 2014 and 2016. The state would set an attachment point (the dollar amount at which reinsurance kicks in), coinsurance rate (how much would be paid by the state, how much by the insurer) and reinsurance cap (dollar amount at which the insurer is responsible for remaining costs). When a carrier experiences claims for an individual above the attachment point, it would submit those claims for reimbursement by the state, up to the cap if there is one. This type of reinsurance can be done as a stand-alone or in conjunction with the conditions-based version described below.

Condition-based Reinsurance. This type of reinsurance is also called an "Invisible High Risk Pool". In a conditions-based reinsurance program, the state identifies conditions for inclusion. To cede risk for an enrollee, the insurer names the enrollee with one of these conditions and provides evidence that the insurer has paid a claim for the covered condition in the current plan year. The risk for that individual is then borne by the reinsurance pool in exchange for transferring most or all of the premium (and possibly a fee as well), including funds received through premium tax credits. The insurer continues to administer the claims. The reinsurance program audits claim requests and periodically sends fund to the insurer based on approved claims. Funding for the program may come from the state, federal government or funds raised through fees or taxes. The goal is to reduce overall premiums by removing risk from insurers. A 1332 waiver request that included condition-based reinsurance would have to show the impact of premium reductions on the second lowest cost silver plan.

Traditional High Risk Pool. Prior to the implementation of the ACA, 35 states administered high risk pools for individual market consumers underwritten out of the regular market. In New Hampshire, this is the New Hampshire Health Plan (NHHP, also known as the New Hampshire Individual Health Plan Benefit Association). When the ACA went into effect, the Legislature directed the NHHP to discontinue enrollment and wind down operations of the high risk pool, although the NHHP supports a premium assistance program. Some states are considering utilizing a version of a high risk pool to offer coverage in counties with limited or no plan choice. Where no insurers are offering individual market coverage in the state Marketplace, a state-run pool could offer access to coverage and premium tax credits.

Risk Corridor. The ACA included a risk corridor program intended to offset insurer losses in the first three years insurance exchanges were in operation. To discourage insurers from raising rates in excess of projected costs, it required profitable insurers to pay funds into the program, and pays out funds to insurers with higher medical claims costs. Due to underfunding, the federal risk corridor program was generally considered to have caused problems in the industry. A state risk corridor would require 1332 authority. To be most effective, payments to and from carriers should not be required to even out overall.

State Purchased Coverage. As some larger insurers have pulled out of individual markets a number of states (both in the exchange market, but also more generally), states have begun to consider the option of utilizing a state-administered plan as a way to increase plan choice and affordability. While not necessarily an extension of the state Medicaid program, some states have investigated Medicaid buy-in as a way to ensure access to coverage in areas with limited choice. Nevada recently passed legislation that

would have established a Medicaid buy-in for individuals with income above Medicaid limits, although the bill was vetoed by the Governor, who indicated that federal policy uncertainty made it difficult for the state to move forward with large-scale initiatives. A state can establish a Medicaid buy-in or other coverage program by state statute, but would need to get the plan certified as a qualified health plan (QHP) in order to allow individuals to access premium tax credits in support of the coverage. It remains to be seen whether CMS will approve a waiver to allow tax credits to be used to support such a program if it is not certified as a QHP.

Other options include efforts to reduce costs (such as value-based purchasing requirements), greater rating rule flexibility (waiver-authorized changes to age rating bands or essential health benefits requirements), and requiring insurers seeking to participate in state-controlled Medicaid and state employee coverage markets to also offer coverage in the state's individual market.

HMA team members are currently finishing an engagement with Oklahoma on the development of its Section 1332 waiver program. This effort is highly market-stabilization focused. Along with our subcontractor Leavitt Partners (which is producing the financial projections), we have analyzed market stabilization options and assessed the impacts of each on Oklahoma residents, individual market premiums, and other market considerations. Several other projects in which we are engaged include market stabilization components, including discussions with the State of Indiana about potential market reforms to be implemented under a Section 1332 waiver (conducted by a joint HMA and HMA-MMS team).

Prior to joining HMA, team member Donna Laverdiere worked for CMS and gained significant experience with market stabilization efforts. Donna will be a federal and market stabilization subject matter expert on the project. In addition, the HMA team can draw on the expertise of our colleagues who track federal legislation and regulatory change and provide quick turnaround subject matter expertise and analysis on federal changes as they happen. Nora Leibowitz, in her roles as Exchange Development Director and the state Marketplace's Chief Policy Officer, helped determine the state's reinsurance and other market activities during the early years of ACA implementation. This included assisting in the passage of the state's ACA implementation authorizing legislation, working with the Oregon Health Authority and Department of Consumer and Business Services teams.

RELEVANT EXPERIENCE

The HMA team understands that to successfully help the New Hampshire Insurance Department develop and submit its Section 1332 waiver requires a strong track record and deep experience with waiver development, ACA policy and operations, and market stabilization mechanisms. The table below provides background on eight selected projects from our extensive list of current and former clients, summarizing the key project elements of New Hampshire’s RFP for Waivers and Other Federal Funding Application Support. The projects listed in the table are described further in the description of the team’s qualifications (including waiver experience) earlier in this response.

Project Title	1332 Waiver	Other Waiver	Market Stabilization Mechanisms	Federal Tracking
Oklahoma 1332	✓		✓	✓
California 1332	✓			
Washington HCA 1115		✓		
Missouri MH 1115		✓		
Illinois 1115		✓		
Colorado DoH 1115		✓		
Hawaii DHS	✓			✓
Alaska Medicaid Redesign		✓		✓
Indiana HIP	✓			

Familiarity with NH Market, PAP, and 1115 Waiver

HMA has worked with many states on their health insurance market issues, and helped states develop and implement 1115 Waivers. We are familiar with the work New Hampshire has done to provide access to health care to expansion enrollees and others under the state’s Section 1115 waiver.

Medicaid and Medicaid Expansion: Current State

Medicaid expansion for adults began January 1, 2016 and is referred to as the New Hampshire Health Protection Program (NHHPP). The NHHPP has several components:

- A Health Insurance Payment Program (HIPP) that helps individuals with access to employer coverage afford their portion of premiums.
- Coverage through managed care for individuals identified as medically frail. Medically frail individuals can access the traditional Medicaid benefit package or an alternative benefit plan.
- A premium assistance program (PAP) for individuals not eligible for Medicaid and without access to employer sponsored coverage.

Premium Assistance Program

Starting on December 31, 2015, all NHHPP beneficiaries participate in the PAP (with the exception of medically frail individuals and those participating in HIPP). Under the NHHPP Premium Assistance demonstration, the state uses premium assistance to support the purchase of coverage by beneficiaries eligible under the new adult group provided by certain qualified health plans (QHPs) doing business in the individual market through the Marketplace. The demonstration affects individuals in the expansion/new

adult group (adults from age 19 to 64 with incomes up to and including 133 percent of FPL who are not enrolled in or eligible for Medicare or employer-sponsored insurance).

NHHPP Enrollees are informed that they have been auto-assigned to the QHP offered by their Medicaid MCO. They may select a different plan participating in the NHHPP program or, if they have not been auto-assigned, that they may select a QHP that is included in the NHHPP Premium Assistance program. Each NHHPP Premium Assistance beneficiary has the option to choose between at least two Silver plans offered in the individual market through the Marketplace. The state will pay the full cost of QHP premiums and will provide cost sharing reductions.

The waiver allows the state Medicaid program to charge different levels of cost sharing for newly eligible adults, so that copayments charged to NHHPP beneficiaries with income above 100 percent of FPL who participate in the Premium Assistance Program differ from copayments charged to medically frail NHHPP beneficiaries who remain in Medicaid managed care.

Integrated Delivery Network. New Hampshire’s current Section 1115 waiver authority allowed the state Department of Health and Human Services to establish Integrated Delivery Network (IDN) guidelines and project options in the first quarter of 2016. The state issued decisions on approved IDNs and began the process for distributing Project Design and Capacity Building funding by mid-2016. Decisions on IDN Project Plans occurred late in 2016 with subsequent initial payments to IDNs. Throughout the 2017 – 2020 period, the state will be awarding ongoing fiscal incentives to IDNs on achievement of pre-determined metrics.

Mental Health Care. New Hampshire’s 1115 Waiver also focuses on strengthening community-based mental health services, combatting the opiate crisis, and driving delivery system reform. The aim is to accomplish this via Integrated Delivery Networks. These 7 regionally based networks throughout the state consist of physical and behavioral health providers and community partners which focus on social determinants of health of the member. The 1115 Waiver provides \$150 million over 5 years (2016 – 2020). The Independent Delivery Networks will earn payments tied to process and performance metrics developed by DHHS and approved by CMS.

Individual Market

New Hampshire participates in the Federally Facilitated Marketplace. For the 2017 Open enrollment period, 53,024 individuals selected a Marketplace plan for 2017 coverage. Four insurers offer qualified health plans through the marketplace:

- Ambetter from NH Healthy Families, offered by Celtic Insurance (NH Network)
- Anthem BCBSNH/Matthew Thornton Health Plan (Pathway Network)
- Harvard Pilgrim Health Care of New England (Elevate Health and NH Networks)
- Minuteman Health (NH Network)

QH Attributes – May 2017	
Number of QHPs	49 (32 individual + 17 small group) (details provided in tables, below)
Hospital inclusion	26 Acute care hospitals in QHP networks
Total members	92,842
PAP members	43,308
Highest PAP membership	Ambetter from NH Healthy Families – 18007
Highest Total membership	Anthem BCBSNH – 27238

Overview of Monthly Plan Enrollment as of May 2017

Platinum	Gold	Silver	Bronze	Catastrophic	PAP Members	Total Members
923	3163	28030	16326	1092	43308	92842

Ambetter from NH Healthy Families, offered by Celtic Insurance – Product Types: ALL – Network: NH

Platinum	Gold	Silver	Bronze	Catastrophic	PAP Members	Total Members
0	36	66	0	0	18007	18101

Anthem BCBSNH/Matthew Thornton Health Plan – Product Type: ALL – Network: Pathway

Platinum	Gold	Silver	Bronze	Catastrophic	PAP Members	Total Members
0	1799	10499	4345	267	10328	27238

Anthem BCBSNH/Matthew Thornton Health Plan – Product Type: HMO – Network: Pathway

Platinum	Gold	Silver	Bronze	Total Members	Total # Groups
0	215	254	53	522	83

Harvard Pilgrim Health Care of New England – Product Type: ALL – Network: Elevate Health

Platinum	Gold	Silver	Bronze	Catastrophic	PAP Members	Total Members
0	283	3289	3930	0	3851	11332

Harvard Pilgrim Health Care of New England – Product Type: ALL – Network: NH

Platinum	Gold	Silver	Bronze	Catastrophic	PAP Members	Total Members
0	264	890	464	0	7729	9347

Harvard Pilgrim Health Care of New England – Product Type: HMO – Network: ElevateHealth

Platinum	Gold	Silver	Bronze	Total Members	Total # Groups
0	2	43	0	45	14

Harvard Pilgrim Health Care of New England – Product Type: HMO – Network: NH

Platinum	Gold	Silver	Bronze	Total Members	Total # Groups
0	93	49	19	161	33

Minuteman Health – Product Type: ALL – Network: NH

Platinum	Gold	Silver	Bronze	Catastrophic	PAP members	Total members
923	781	13286	7608	825	3393	26816

Minuteman Health – Product Type: HMO – Network: NH

Platinum	Gold	Silver	Bronze	Total Members	Total # Groups
0	30	3	0	33	0

Other Relevant Health Care Information

House Bill 469, which was requested by the state Pharmacy Board, was passed by the legislature in its 2017 session. The bill's original language authorized the establishment of a continuous quality improvement program for pharmacies in order to identify weaknesses in processes and systems and make corrections as needed. An amendment endorsed by Governor John Sununu and Insurance Commissioner Roger Seigny authorizes the Commissioner to seek federal waivers to keep insurance affordable in the

State. The amendment also calls for changes to the agency that operated the state's high-risk pool, the New Hampshire Health Plan. Passage of this bill provides the authorization required for the state to submit a Section 1332 waiver. This legislative approval is a necessary component of the 1332 application.

Staff Biographies

Nora Leibowitz, Principal. Ms. Leibowitz will serve as Project Manager for this effort, ensuring timelines are met and deliverables are of high quality. Nora helps public and private sector clients improve health care programs, increase consumer access, negotiate federal changes, and make the most of federal financial participation in coverage programs. She has deep Marketplace and ACA experience, having served as Chief Policy Officer for Oregon's Marketplace. She uses her subject matter expertise in the private health insurance industry, Medicaid/CHIP, market reforms and health care quality to support client efforts to innovate in ways that meet state goals and fulfill program requirements. Nora assisted the State of Oklahoma on its Section 1332 project, helped Alaska develop Medicaid reform proposals and worked with Hawaii as it transitioned to the Federal marketplace technology and planned its 1332 waiver. Nora earned her Master's in Public Policy and Certificate in Health Administration and Policy from the University of Chicago.

Stephanie Chrobak, Principal. Stephanie has almost 30 years of experience in the public and private health care sectors, including 16 years of leadership experience at Tufts Health Plan. She also served as the Director of Program Management for the Massachusetts Health Connector, the model for health insurance exchanges in national health reform. She joined HMA in 2013 and her clients include national and regional Medicaid MCOs, integrated delivery systems, state Medicaid agencies and Accountable Care Organizations. Stephanie has in-depth knowledge of the Affordable Care Act and her areas of expertise include individual and merged insurance markets, government sponsored eligibility and coverage policy, LTSS administration, individual and small group market reforms, and health care business operations. Stephanie is known for her strong leadership and collaboration skills, strategic visioning, and managing and leading highly complex initiatives. Stephanie earned a Masters in Health Services Administration from the University of Michigan and Bachelor of Arts, with honors, from Western Michigan University.

Theresa LaPera, Principal. At HMA, Ms. LaPera consults with state on the analysis and development of waiver proposals, including having recently assisted the State of Oklahoma with its Section 1332 efforts. She assists clients with policy and budget analysis, work group and focus group facilitation, legislative analysis, program development, negotiations with CMS, and program implementation. Prior to joining HMA, Theresa served seven years with CMS, where she authored a major federal waiver initiative, negotiated with states and other federal agencies on waiver proposals, and managed a major evaluation contract. Theresa also has experience on Capitol Hill, where she specialized in Medicaid and health care reform. As a manager for The National Council on Aging, and as director of an Area Agency on Aging, she spearheaded several initiatives aimed at expanding options for elders with disabilities to remain in their own homes.

Donna Laverdiere, Senior Consultant. Ms. Laverdiere is a 1332 expert who has helped states craft waiver applications and implement and optimize coverage programs. She was a founding member of CMS's Center for Consumer Information and Insurance Oversight (CCIIO), focused on Marketplace implementation. Donna authored the first Marketplace grants and crafted federal regulations related to Marketplace establishment and health plan standards. She also led the implementation of key elements

of implementation of the Federally-Facilitated Marketplace and managed CCIIO's relationship with health plans. Donna has assisted the states of California and Oklahoma with Section 1332 waiver projects.

Erin Mathies, Senior Consultant. Erin Mathies is a senior consultant with HMA Medicaid Market Solutions (HMA MMS), formerly SVC, specializing in health insurance programs for eligible adults including premium assistance programs for individuals enrolled in employer-sponsored insurance. She helps our clients understand state and federal health coverage requirements and develops operational processes to ensure program standards and expectations are met. Erin has helped develop the Kentucky Health program, implementation of Indiana's HIP 2.0 ABP requirements and the HIP Employer Link programs. Previously, Erin served the Indiana Department of Insurance as the deputy commissioner of health insurance and the assistant director of health insurance reform. As a state regulator, she managed the premium rate and policy review of health insurance plans offered in Indiana. The review process ensured compliance standards were met for state and federal regulations including the Affordable Care Act. As the assistant director, she oversaw the implementation and submission of participating health insurance plans on the Federally-facilitated Marketplace in Indiana.

PROJECT COSTS

The total project not to exceed amount is \$149,940. The HMA blended project rate for all team members is \$344.69. We have included travel to Concord for our Boston-based team member, Stephanie Chrobak. Total travel costs will be \$2,940. Travel time is billed at half of our regular blended hourly rate.

Task	Hours	Cost
1. Proposal development support	85	\$27,075
2. Waiver Application Development	59	\$19,970
3. Waiver Finalization	55	\$18,550
4. Stakeholder Engagement	75	\$25,875
5. Ongoing Support to Department for waiver negotiations	85	\$29,800
Project Management	76	\$25,730
HMA Labor Total	435	\$147,000
Travel Costs	--	\$2,940
Total Project Budget	--	\$149,940

FINAL WORK PRODUCT

Activity / Estimated Timeline 2017-2018	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Contract Signed / Project Kickoff		◆									
Project Management											
Task 1. Proposal Development Support											
Deliverable 1: Written description of finalized Section 1332 waiver proposal(s), including estimated impact of each element based on Gorman Actuarial analyses and HMA analyses.		◆									
Task 2. Waiver Application Development											
Deliverable 2: Draft waiver application			◆								
Public comment period											
Task 3. Waiver Application Finalization											
Deliverable 3: Final waiver application				◆							
Task 4. Stakeholder Engagement											
Deliverable 4.1: Briefing materials for use in stakeholder discussions and presentations.			◆								
Deliverable 4.2: Written summary of public and any relevant Tribal input, which will be included in the final waiver application submitted to CMS.				◆							
Task 5. Ongoing Support for Waiver Negotiations											
Deliverable 5: Telephone and written support in response to HHS requests during the federal review process.											◆
HHS Completeness Review of Waiver											
HHS/Treasury Review of Waiver											
Project Close-out											◆

*◆ Deliverables

The above timeline is based on the assumption that April 1, 2018 is the target date for federal waiver approval. To the extent that federal approval (and waiver implementation) can occur later in calendar year 2018, we will adjust the timeline accordingly. The proposed timeline is very aggressive, and does not allow time for iterative data analysis based on Department response to initial actuarial and other financial modeling. HMA strongly suggests that the Department consider an implementation date later in calendar year 2018, to allow such analyses sufficient time to be done.

If the Department can accommodate a later implementation date, it is our recommendation that the following changes be made:

- To ensure an iterative process can occur and the Department gets sufficient actuarial information that it will need to determine total costs, reinsurance attachment points, or other relevant factors, additional time for Task 1, development of the waiver proposals, is recommended.

- The proposed timeline for Task 2, is very aggressive and limits the time for Department review of a draft report.

Task 1. Proposal Development Support

As described in the RFP, New Hampshire will develop proposals for modeling by Gorman Actuarial. HMA will provide input and technical assistance regarding proposed elements of the 1332 plan. To the extent needed, we will help the state define the proposal specifications so that Gorman Actuarial can conduct meaningful projections of the impact of planned activities on state and federal budgets, affordability of individual market coverage, and change in covered lives.

HMA will use our knowledge of and experience with federal policy, state proposals and available waiver options to identify likely impacts and relevant issues in current and past state waiver submissions and relevant documents associated with waiver submissions. We will also work with the Department to understand of the key issues driving New Hampshire's need for a Section 1332 waiver. We will provide information about how the policy levers proposed will impact New Hampshire-specific issues (e.g., premium costs, carrier competition, percent of population without insurance, consumer supports).

While we are aware that the Department and Gorman Actuarial will determine the analyses Gorman Actuarial will conduct, we will provide support for this activity. We recommend the following are included in actuarial and financial analyses:

- How a policy will change consumer and federal expenditures over time
- How the policy will affect the state's potential financial liabilities

For example, we know that under a state-run reinsurance program, federal premium tax expenditures will be reduced. The program's cost is borne by the federal government for individuals receiving tax credits, in proportion to the reduction in tax credit outlays. The state will need to identify a source of funding for covered individuals who do receive premium assistance. It will be important to determine whether the non-federal funds will come from an existing state-based tax or a new funding stream and to ensure buy-in from impacted stakeholders.

HMA will work with the Insurance Department and Gorman Actuarial to adjust proposal parameters as needed during proposal development. Working with Gorman Actuarial, we will participate in discussions of policy components and actuarial analyses to help the Department finalize proposal elements.

Task 1 Work Product

Deliverable 1 Written description of finalized Section 1332 waiver proposal(s), including estimated impact of each element based on Gorman Actuarial analyses and HMA analyses.

Task 2. Waiver Application Development

Once the Department has determined the proposal(s) to be included in the application, Gorman Actuarial has conducted actuarial and other financial analyses, and the Department, Gorman Actuarial and HMA have finalized the proposal analyses (as described in Task 1), HMA will begin drafting New Hampshire's Section 1332 waiver application.

HMA will compile all required information, including the input of the Department and its stakeholders, and will develop a comprehensive draft waiver application that meets all applicable federal guidance and requirements set forth in federal regulations, including 45 CFR Section 155.1308. While the waiver development timeline is compressed, HMA has provided a team with sufficient knowledge and depth to ensure that this timeline can be met and that a quality work product will be provided in time to allow the public comment period to begin on August 11, 2017.

In the construction of the waiver application, we will follow the guidance in the CMS Checklist to ensure that all required application elements are included.

- Evidence of compliance with public notice and comment requirements (45 CFR 155.1312), including at least public hearings and official meeting between the state and Tribal representatives.
- A comprehensive description of the state's enacted legislation program to implement a plan that meets Section 1332 waiver requirements, along with a copy of the enacted legislation. (45 CFR 155.1308(f)(3)(i),(ii))
- A list of the provisions of the ACA that the state is seeking to waive, along with the reason for the specific requests. (45 CFR 155.1308(f)(3)(iii))
- The actuarial analyses and certifications, economic analyses, and data and assumptions used in the analyses. 45 CFR 155.1308(f)(4)(i)-(iii)
- A draft timeline for waiver implementation. 45 CFR 155.1308(f)(4)(iv)
- Any additional information that is relevant to the waiver request (45 CFR 155.1308(f)(4)(v)(A)-(E)), such as explanations of:
 - The waiver's administrative burden on individuals, insurers or employers.
 - Whether and how the waiver would affect any non-waived provisions of the ACA.
 - How the waiver will affect residents who need to obtain health care services out of state.
 - How the state will provide the Federal government with the information needed to administer the waiver at the Federal level (where relevant).
 - How the state proposal will address compliance, waste, fraud and abuse.
- The state's proposed reporting targets for measuring compliance with the statutory requirements. 45 CFR 155.1308(f)(4)(vi)

Task 2 Work Products

Deliverable 2 Draft waiver application

Task 3. Waiver Application Finalization

HMA will work with the Department to incorporate stakeholder comments and feedback in the development of a revised application that will be made final by September 17, 2016 to support submission to HHS on September 18 (taking into account that the draft cannot be finalized until the end of the 30-day public comment period).

As indicated in the CMS checklist, the federal Department of Health and Human Services (HHS) will review state applications for completeness within 45 days of submission, and HHS and Treasury will issue a final decision within 180 days of the date of the completeness review. HMA recognizes that time is of the essence in this process, and will do everything we can ensure that the draft and final waiver applications are produced in time to meet the federally-established timelines. This assumes the full and timely participation of the Department and Gorman Actuarial.

LEGISLATIVE AUTHORITY

To finalize the application requires enacted legislation by the New Hampshire Legislature authorizing the proposal in the application. Unless the legislature passes a bill prior to the effectuation of the contract, this will be needed during the contract period. Given the planned end of the contract on April 1, 2018, we have developed a schedule that assumes this authority will be provided by the Legislature. HMA recognizes that this will likely require a special legislative session in order to pass a bill. If such a session is not possible,

Task 3 Work Products

Deliverable 3 Final waiver application

Task 4. Stakeholder Engagement

CMS requires each applicant state provide stakeholders with the opportunity to provide feedback on the state's Section 1332 waiver proposals. This includes allowing the public to review the application and providing 30 days for public comment. HMA will support public stakeholder input sessions, and proposes holding at least two during the public comment period. In addition, HMA will review and summarize public comments and as needed will work with the Department to adjust the final waiver application in light of public feedback.

In addition, the state must consult with any federally recognized Tribes in the state prior to finalizing and submitting a Section 1332 waiver. As New Hampshire has no federally recognized Tribes, HMA will work with Department staff to include state Tribal leadership in the public input process. We will work with the Department to determine the best course for engaging Tribal representatives in this process.

HMA will participate in meetings with stakeholders, including public meetings and individual meetings with carriers, advocates or other interested parties. We have budgeted for an in-person presence by Stephanie Chrobak (Boston), and other team members will participate by telephone or web-conference. To prepare for the meetings, we will assist in the development of proposal overview materials such as PowerPoint slides or a public-accessible briefing document. We are prepared to present the proposals at stakeholder sessions or to support the Department presentation, as preferred.

Task 4 Work Products

Deliverable 4.1 Briefing materials for use in stakeholder discussions and presentations.

Deliverable 4.2 Written summary of public and any relevant Tribal input, which will be included in the final waiver application submitted to CMS.

Task 5. Ongoing Support for Waiver Negotiations

HMA will draw upon its extensive expertise with waiver negotiation and approval processes with CMS to assist the Department in navigating this process and in answering questions and providing additional information as needed. Members of our team have worked at CMS and are familiar with staff who will be involved in the waiver approval process and can draw upon our knowledge and experience to provide outstanding support to Covered California throughout this process.

We will support the development of additional information including waiver impacts on administrative burden on insurers, consumers, and employers, as well as how the implementation of the waiver will affect ongoing Department operations. HMA will work closely with the Department to develop this information.

Task 5 Work Products

Deliverable 5 Telephone and written support in response to HHS requests during the federal review process.

Crosswalk of RFP Project Elements and Planned Tasks

	RFP Item 1: Waiver Application Development	RFP Item 2: Waiver Application Process Support	RFP Item 3: CMS Negotiations Support
Task 1. Proposal Development	✓		
Task 2. Waiver Application Development	✓	✓	
Task 3. Waiver Application Finalization		✓	
Task 4. Stakeholder Engagement	✓	✓	
Task 5. Ongoing Support for Waiver Negotiations			✓

CONFLICT OF INTEREST

HMA does not believe to have any actual or potential conflicts of interest with working on this project.

REFERENCES

Section 1332 State Innovation Waiver Development

Contact: Mandy Garcia

Covered California

1601 Exposition Blvd

Sacramento, CA 95815

Phone: 916-228-8432

Mandy.garcia@covered.ca.gov

HMA developed the complete Covered California Section 1332 State Innovation Waiver application, including policy analysis of proposed changes, development of cost estimates, drafting of the application, presentation to Tribal Nations through Tribal Consultation, review of public comments, revision of the application per public comments and Covered California changes, and submission of the application to CMS.

Oklahoma State Department of Health

Contact: Adrienne Rollins

1000 NE 10th St

Oklahoma City, OK 73104

Phone: 405-521-2133

AdrienneR@health.ok.gov

The state of Oklahoma is preparing to submit a series of Section 1332 waivers to stabilize the insurance market, beginning with a reinsurance waiver in August 2017. Subsequently, they will be submitting a more comprehensive waiver. HMA was awarded a contract to provide assistance in determining which of several proposed waiver strategies would be most effective and the technicalities of which strategies could be effectuated with or without a waiver, and which would require federal legislative action.

Texas Health and Human Services Commission: 1115 Waiver

Contact: Ardas Khalsa

Deputy Medicaid CHIP Director, Healthcare Transformation Waiver

Brown-Heatly Building

4900 N. Lamar Blvd., P.O. Box 0000

Austin TX 78751-2316

Phone: 512-707-6105

Ardas.Khalsa@hhcs.state.tx.us

As the primary contractor, HMA assisted the state with overarching policy decisions, strategy discussions with key state stakeholders, reporting capabilities, and negotiations with CMS on the initial approval of the waiver. HMA also assisted the state in reviewing the DSRIP projects submitted as part of the 20 Regional Health Partnership plans, as well as subsequent Category 3 selection reviews. We also helped HHSC plan their annual statewide learning collaborative summits with over 500 participants, and hosted multiple statewide webinars for providers, anchors and stakeholders. As part of HHSC's waiver renewal activities, HMA attended all stakeholder public meetings and developed a comprehensive report required by CMS, summarizing stakeholder's comments on the proposed renewal. Most recently, HMA completed a comprehensive, highly technical study of Texas' Uncompensated Care financing programs, which was

required by CMS as a condition of the waiver extension. The study included a discussion of how the DSRIP and UC pools interact with the state Medicaid shortfall and uncompensated care funding, and the potential impact of funding reductions on hospitals, Texans, and other local health care providers and public health systems who serve the uninsured.

STATE OF NEW HAMPSHIRE
2017-RRG 413
REQUEST FOR PROPOSALS – WAIVERS and Other Federal Funding Application
Support

INTRODUCTION

Under the authority conveyed in recently passed New Hampshire legislation (HB 469), the New Hampshire Insurance Department (NHID) is working to develop a market stabilization mechanism for the individual health insurance market for 2018 and beyond, including the potential of seeking a federal waiver under Section 1332 of the Affordable Care Act or any successor legislation to secure additional funding for this market stabilization initiative. The NHID is requesting proposals for a contractor to: (1) assist the NHID in the development of a Section 1332 waiver application seeking federal funding for market stabilization or any other market stabilization funding that may be available in addition to the 1332 waiver program; (2) support the NHID in navigating the waiver application process; and (3) assist the NHID throughout in discussions with CMS, Treasury, health carriers, and other stakeholders or interested parties. NHID has consulted with Gorman Actuarial to analyze and model market dynamics and possible market mechanisms. This proposal would therefore also require the successful bidder to confer with Gorman Actuarial and to contribute expertise on market stabilization design features that would enhance the NHID's ability to leverage federal funding. Especially with respect to any mechanism the Department may implement in CY 2018.

This contract will continue through April 1, 2018.

GENERAL INFORMATION/INSTRUCTIONS

The Contractor will be familiar with the waiver requirements for Section 1332 waivers, CMS processes for waiver application assessment, and market stabilization legislation being considered by Congress, as well as other funding opportunities available to States.

The Contractor will be familiar with the technical requirements for related applications. The winning Contractor will facilitate and be responsible for assembling applications for funding.

The Contractor will be responsible for working with CMS, Treasury or other federal agencies, as needed to resolve issues and/or questions related to any application the Contractor prepares.

The Contractor will not be responsible for recommending mechanisms, but should be able to speak to what funding would likely be available given a proposed mechanism.

The Contractor will be familiar with New Hampshire's health insurance markets, including the NH Premium Assistance Program, whereby persons eligible for Medicaid under Medicaid expansion obtain their coverage through the New Hampshire Exchange Marketplace. The contractor will be familiar with the enabling legislation for the PAP and with the Section 1115 Medicaid waiver and state plan amendment implementing the program.

Any code or product produced by the Contractor in support of this project agreement is the property of the NHID, and any reference by the Contractor to the work performed under this agreement will credit the NHID as the sponsor and that the work performed by the vendor is as an independent contractor of the State.

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

Electronic proposals will be received until 4 pm local time on June 26, 2017, at the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire, 03301. Emails should be sent to alain.couture@ins.nh.gov and include in the subject line: "RFP for Waiver Application"

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

Evaluation of the submitted proposals will be accomplished as follows:

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

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

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

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

- (1) Specific skills needed:

Experience preparing, presenting and representing state government entities in applying for 1332 waivers or other similar waiver experience. Familiarity with market stabilization mechanisms for health insurance markets and with legislative developments on market stabilization.

25 percent

- (2) General qualifications and related experience of the contractor. General knowledge of NH's insurance markets and NH's PAP program and related 1115 waiver.

25 percent

- (3) Derivation of cost for the Contractor time. The proposal should include the hourly or daily rate for the Contractor, and the time line for the work. The proposal must include amounts for any material expenses related to performing the work (e.g. specialized computer hardware or software) and any expected out-of-pocket or travel expenses. The proposal must include not-to-exceed limits, through contract termination. No benefits in addition to payment for services other than those specifically identified above or included in the proposal shall be provided by the NHID under the contract.

30 percent

- (4) Description of Work Product – A description of the anticipated final product, including written reports, etc.

20 percent

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

The proposal must include a listing of references of recent engagements of the Contractor that reflect the skills appropriate for work on this project, including contact information and specific persons to contact.

Potential contractors may be interviewed by staff of the NHID.

The New Hampshire Insurance Department will accept written questions related to this RFP from prospective bidders with the deadline being June 21, 2017. Questions should be directed to Al Couture via email at Alain.Couture@ins.nh.gov. Please include "RFP for Waiver Application" in the subject line.

A consolidated written response to all questions will be posted on the New Hampshire Insurance Department's website www.nh.gov/insurance, by June 22, 2017.

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

The selection of the winning proposal is anticipated by June 28, 2017, and the NHID will seek to obtain all state approvals by mid-July. Please be aware that the winning

bidder will need to provide all signed paperwork to the NHID by July 3, 2017 in order for deadlines to be met.

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

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

Health Management Associates, Inc.

RFP 2017-RRG-413

Waivers and Other Federal Funding Application Support

Exhibit B

Contract Price, Price Limitations and Payment

The services will be billed at the rates set forth in the Contractors Proposal, dated June 26, 2017, not to exceed the total contract price of \$149,940. The services shall be billed at least monthly and the invoice for the services shall identify the person or person providing the service. Payment shall be made within 30 days of the date the service is invoiced.

Health Management Associates, Inc.

RFP 2017-RRG-413

Waivers and Other Federal Funding Application Support

Exhibit C

**New Hampshire Insurance Department
Contractor Confidentiality Agreement**

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

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

Kelly Johnson

Printed Name of Contractor

7/5/17

Date

Kelly Johnson

Contractor Signature

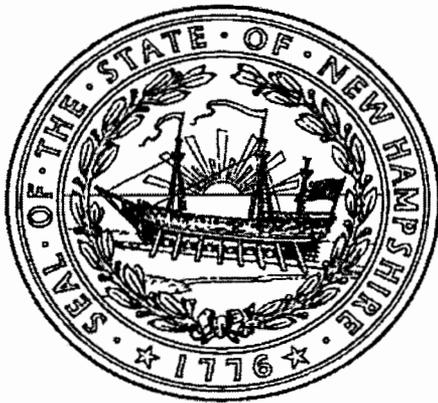
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HEALTH MANAGEMENT ASSOCIATES, INC. is a Michigan Profit Corporation registered to do business in New Hampshire as HEALTH MANAGEMENT ASSOCIATES, OF MICHIGAN on September 29, 2000. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 356565



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of July A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Eileen Ellis, do hereby certify that:

1. I am a duly elected Secretary of Health Management Associates, Inc.
2. The following are true copies of a resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held on December 9, 2010:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire Insurance Department, for the provision of consulting services

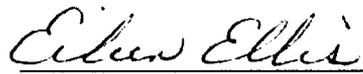
RESOLVED: That Kelly Johnson, Vice President

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5th day of July, 2017.
(Date Contract Signed)

4. Kelly Johnson is the duly elected Vice President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.



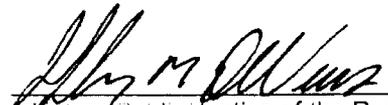
(Signature of Secretary of the Corporation)

STATE OF Michigan

County of Ingham

The forgoing instrument was acknowledged before me this 5th day of July, 2017.

By Eileen Ellis.
(Name of Secretary of the Corporation)



(Notary Public/Justice of the Peace)

Commission Expires: 6/8/19

JEFFREY M. DEVRIES
Notary Public, State of Michigan
County of Kent
My Commission Expires Jan. 08, 2019
Acting in the County of INGHAM

CONSENT RESOLUTIONS OF THE SHAREHOLDERS AND DIRECTORS OF
HEALTH MANAGEMENT ASSOCIATES, INC.

2010 ANNUAL MEETINGS OF THE SHAREHOLDERS AND DIRECTORS

EFFECTIVE DATE: DECEMBER 9, 2010

As permitted by Section 407 of the Michigan Business Corporation Act, Article VII of the Articles of Incorporation of Health Management Associates, Inc. authorizes the shareholders of the corporation to act without a meeting, as follows:

Any action required or permitted by the [Michigan Business Corporation] Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who have not consented in writing.

Similarly, Article II, Section 9 of the Bylaws of Health Management Associates, Inc. states:

Any action required or permitted by the Articles of Incorporation or Bylaws or any provision of law to be taken at a meeting of the shareholders, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the shareholders entitled to vote with respect to the subject matter thereof. Such consent shall have the same effect as a unanimous vote of shareholders and may be stated as such in any Articles or document filed with the Michigan Department of Commerce.

As permitted by Section 525 of the Michigan Business Corporation Act, Section 11 of the Bylaws of Health Management Associates, Inc. authorizes the directors of the corporation to act without a meeting, as follows:

Any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed severally or collectively by all of the Directors entitled to vote with respect to the subject matter thereof.

As authorized by the Michigan Business Corporation Act and by the Articles of Incorporation and the Bylaws of Health Management Associates, Inc., the shareholders and directors of Health Management Associates, Inc. (Jay Rosen, Ronald Westman, Eileen Ellis, Vern Smith, Marilyn Evert, and the Health Management Associates, Inc. Employee Stock Ownership Plan (the "ESOP") are the sole shareholders of the corporation, and Jay Rosen and Ronald Westman are the sole directors of the corporation) adopt the following resolutions by unanimous written consent.

RESOLVED, that these resolutions constitute the 2010 annual meeting of the shareholders of Health Management Associates, Inc. and the 2010 annual meeting of the board of directors of Health Management Associates, Inc.

RESOLVED, that, effective on the date of these resolutions, Jay Rosen and Ronald Westman are re-elected as directors of the corporation, Jay Rosen is re-elected president and treasurer, and Ronald Westman is re-elected vice president, Eileen Ellis is re-elected secretary, Vern Smith is re-elected vice president, and Marilyn Evert is re-elected vice president.

RESOLVED, that, effective on the date of these resolutions, Kelly Johnson, an employee of Health Management Associates, Inc., is authorized to sign the following writings on behalf of the corporation, and to bind the corporation with regard to the corporation's representations and agreements set forth in the writings: (a) letter proposals addressed to clients and prospective clients, proposing services to be rendered by Health Management Associates, Inc. to or for the benefit of the addressees; (b) transmittal letters that accompany formal proposals for services to be rendered by Health Management Associates, Inc. to or for the benefit of clients and/or prospective clients, including within such transmittal letters, by way of example and not limitation, contact information within the corporation, the nature of the corporation's business, and Kelly Johnson's authority to sign on behalf of the corporation; (c) contracts, contract amendments, and contract addenda pertaining to projects in which Health Management Associates, Inc. is a contracting party; (d) cost proposals made by Health Management Associates, Inc. with regard to prospective projects of the corporation, including proposals that commit the corporation to a firm price for a specified period of time; (e) forms that pertain to the requirements of specific States and specific clients, including forms pertaining to a drug free workplace, immigration, and conflict of interest; (f) business associate agreements, and (g) confidentiality and nondisclosure agreements.

RESOLVED, that Kelly Johnson may disclose her signing authority to third parties who inquire, and she may hold herself out as an "Authorized Signer" on behalf of Health Management Associates, Inc. She may also state that her signing authority derives from the unanimously adopted resolutions of shareholders and directors of Health Management Associates, Inc. adopted December 9, 2010, which resolutions have not been amended or revoked.

RESOLVED, that the corporation's secretary, Eileen Ellis, may sign and deliver to inquiring parties from time to time a certified copy of the foregoing resolutions pertaining to the authority of Kelly Johnson to sign the following writings on behalf of the corporation, and to bind the corporation with regard to the corporation's representations and agreements set forth in the writings.

RESOLVED, that, for the year 2010, the acts of the corporation's officers on behalf of the corporation are affirmed, approved, and ratified.

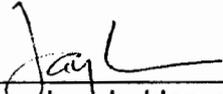
[Signatures begin on the following page with each signature on a separate page]

CONSENT RESOLUTIONS OF THE SHAREHOLDERS AND DIRECTORS OF
HEALTH MANAGEMENT ASSOCIATES, INC.

2010 ANNUAL MEETING OF THE SHAREHOLDERS AND DIRECTORS

EFFECTIVE DATE: DECEMBER 9, 2010

SIGNATURE PAGE OF JAY ROSEN



Jay Rosen, shareholder, director,
president, treasurer, and co-trustee of the
Health Management Associates, Inc.
Employee Stock Ownership Plan

Signature Page
Consent Resolutions of the Shareholders and Directors
Health Management Associates, Inc.
2010 Annual Meeting of the Shareholders and Directors

CONSENT RESOLUTIONS OF THE SHAREHOLDERS AND DIRECTORS OF
HEALTH MANAGEMENT ASSOCIATES, INC.

2010 ANNUAL MEETING OF THE SHAREHOLDERS AND DIRECTORS

EFFECTIVE DATE: DECEMBER 9, 2010

SIGNATURE PAGE OF RON WESTMAN



Ron Westman, shareholder, director,
vice president

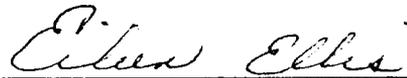
Signature Page
Consent Resolutions of the Shareholders and Directors
Health Management Associates, Inc.
2010 Annual Meeting of the Shareholders and Directors

CONSENT RESOLUTIONS OF THE SHAREHOLDERS AND DIRECTORS OF
HEALTH MANAGEMENT ASSOCIATES, INC.

2010 ANNUAL MEETING OF THE SHAREHOLDERS AND DIRECTORS

EFFECTIVE DATE: DECEMBER 9, 2010

SIGNATURE PAGE OF EILEEN ELLIS

A handwritten signature in cursive script that reads "Eileen Ellis". The signature is written in black ink and is positioned above a horizontal line.

Eileen Ellis, shareholder, secretary

Signature Page
Consent Resolutions of the Shareholders and Directors
Health Management Associates, Inc.
2010 Annual Meeting of the Shareholders and Directors

CONSENT RESOLUTIONS OF THE SHAREHOLDERS AND DIRECTORS OF
HEALTH MANAGEMENT ASSOCIATES, INC.

2010 ANNUAL MEETING OF THE SHAREHOLDERS AND DIRECTORS

EFFECTIVE DATE: DECEMBER 9, 2010

SIGNATURE PAGE OF VERN SMITH



Vern Smith, shareholder, vice president

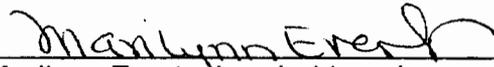
Signature Page
Consent Resolutions of the Shareholders and Directors
Health Management Associates, Inc.
2010 Annual Meeting of the Shareholders and Directors

CONSENT RESOLUTIONS OF THE SHAREHOLDERS AND DIRECTORS OF
HEALTH MANAGEMENT ASSOCIATES, INC.

2010 ANNUAL MEETING OF THE SHAREHOLDERS AND DIRECTORS

EFFECTIVE DATE: DECEMBER 9, 2010

SIGNATURE PAGE OF MARILYNN EVERT



Marilynn Evert, shareholder, vice president,
and co-trustee of the
Health Management Associates, Inc.
Employee Stock Ownership Plan

Signature Page
Consent Resolutions of the Shareholders and Directors
Health Management Associates, Inc.
2010 Annual Meeting of the Shareholders and Directors

LANSING 33058-2 448075v1



CERTIFICATE OF LIABILITY INSURANCE

HEAMA-1

OP ID: MK

DATE (MM/DD/YYYY)

07/06/2017

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

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

PRODUCER David Chapman Agency, Inc. 5700 W. Mt. Hope Highway Lansing, MI 48917- Robert Rupinski	CONTACT NAME: Sue DeWitt PHONE (A/C, No, Ext): 517-319-8232 E-MAIL ADDRESS: sdewitt@davidchapmanagency.com	FAX (A/C, No): 517-321-9443
	INSURER(S) AFFORDING COVERAGE	
INSURED Health Management Associates HMA Medicaid Market Solutions 120 N. Washington Square, #705 Lansing, MI 48933	INSURER A : Citizens Ins Co of America	NAIC # 31534
	INSURER B : Philadelphia Indemnity Ins Co.	18058
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			ZDHA276042	04/15/2017	04/15/2018	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Contracutal Liab						PERSONAL & ADV INJURY	\$ 2,000,000
	<input checked="" type="checkbox"/> XCU						GENERAL AGGREGATE	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY			ADHA276080	04/15/2017	04/15/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT)	\$
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			U7HA276040	04/15/2017	04/15/2018	EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE	\$ 10,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE					\$	
	RETENTION \$						\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WDHA258917	04/15/2017	04/15/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liab			PHSD1211862	01/13/2017	01/13/2018	Limit	5,000,000
B	Cyber Liability			PHSD1190003	10/11/2016	10/11/2017	Limit	1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

NEWHAM1 New Hampshire Insurance Department 21 S. Fruit St, Ste 14 Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>David G. Chapman</i>
--	--

© 1988-2010 ACORD CORPORATION. All rights reserved.

STANDARD EXHIBIT I

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

The NH Insurance Dept.
The State
Alexander K. Feldvebel
Signature of Authorized Representative
Alexander K. Feldvebel
Name of Authorized Representative
Deputy Commissioner
Title of Authorized Representative
7/7/17
Date

Health Management Associates, dnc
Name of the Contractor
Kelly Johnson
Signature of Authorized Representative
Kelly Johnson
Name of Authorized Representative
Vice President
Title of Authorized Representative
7/5/17
Date