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**The State of New Hampshire
Insurance Department**

21 South Fruit Street, Suite 14
Concord, NH 03301
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TDD Access: Relay NH 1-800-735-2964

Christopher R. Nicolopoulos
Commissioner

January 6, 2021

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 Gorman Actuarial. (Vendor #263768) of Marlborough, MA in the amount of \$450,000, to assist the Department in preparing data for and producing the annual report on medical cost drivers and their impact on premiums in NH and provide consulting service in connection with the annual public hearings concerning health insurance premiums effective upon Governor & Council approval through December 31, 2025. 100% Other Funds.

The funding is available in FY2021, in account Administration, funding for Fiscal Years FY2022, FY2023, FY2024, FY2025 and FY2026 is contingent on the availability of future budget years as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified

	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
02-24-24-240010-25200000-102-500731						
Consultants	\$45,000	\$90,000	\$90,000	\$90,000	\$90,000	\$45,000

EXPLANATION

The NHID is required by statute (RSA 420-G:14-a) to produce an annual report concerning premiums in the health insurance market and the factors that contributed to the rate variation during the prior years. The consultant's primary responsibilities are to compile data submissions, produce a report, and present the findings at a public hearing each year of the contract.

The consultant shall assist in the data collection from health insurance carriers, quality assurance of collected data, report writing and analysis. The consultant shall be responsible for determining the factors driving cost increases and affecting premiums using a variety of sources, including the data collected from carriers. The consultant shall analyze data collected to provide a clear understanding of the New Hampshire insurance market. The primary deliverables of the consultant are an easy to understand report explaining complex insurance findings and presenting these findings at a public hearing.

The Request for Proposal was posted on the Department's website in September 2020 and sent to past bidders for Department contract work and companies doing work in this field. Three proposals were received. The proposals were evaluated by NHID staff familiar with the project goals using a scoring system included in the RFP. After reviewing the response, the Commissioner selected the Gorman Actuarial proposal as the highest scored.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Chris Nicolopoulos", written in a cursive style.

Christopher Nicolopoulos, Esq.
Insurance Commissioner

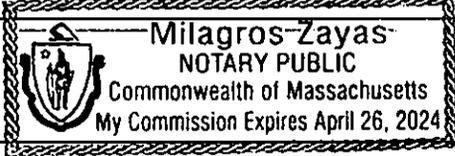
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 S. Fruit Street, Concord, NH 03301	
1.3 Contractor Name Gorman Actuarial, Inc.		1.4 Contractor Address 210 Robert Road, Marlborough, MA 01752	
1.5 Contractor Phone Number 508-229-3525	1.6 Account Number 02-24-24-240010-88870000-046-500464	1.7 Completion Date December 31, 2025	1.8 Price Limitation \$450,000
1.9 Contracting Officer for State Agency Christopher Nicolopolous, Commissioner		1.10 State Agency Telephone Number 603-271-2261	
1.11 Contractor Signature <i>Bela Gorman</i>		1.12 Name and Title of Contractor Signatory Bela Gorman, President	
1.13 Acknowledgement: State of <i>Massachusetts</i> County of <i>Middlesex</i> On <i>December 23, 2020</i> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Milagros Zayas</i>			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <i>[Signature]</i> Date: <i>12-28-20</i>		1.15 Name and Title of State Agency Signatory <i>Christopher Nicolopolous, Commissioner</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>J. Anthony Marshall</i> On: <i>January 6, 2021</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Evaluation Committee members: Maureen Mustard, Tyler Brannen, David Sky, Maureen Belanger, Jason Dexter, Eireann Sibley

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

On December 11th, 2020 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 Plan (20% or points)	% Bid Price	Cost for Contractor Time (30% or points)	TOTAL SCORE (100% or Points)	Score without \$\$\$	NOTES
2020 Annual Medical Cost Driver Report and Public Hearing Support								
NovaRest	20%	20%	10%	\$50,470.00	30.00%	80.00%	50.00%	
Gorman Actuarial	25%	25%	20%	\$89,974.00	16.83%	86.83%	70.00%	
Risk & Regulatory Consulting	20%	20%	17%	\$93,075.00	16.27%	73.27%	57.00%	

Lowest Bid **\$ 50,470**

State of New Hampshire Insurance

**Prepared for the New Hampshire Insurance
Department**

**2020 Annual Medical Cost Driver Report and
Public Hearing Support**

Gorman Actuarial, Inc.

December 7, 2020



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1 Introduction

The New Hampshire Insurance Department (NHID) is seeking a contractor to support the requirements of RSA 420-G:14-a, specifically to produce an annual report on medical cost drivers and premium rates in New Hampshire's (NH) health insurance market and to present these findings at NH's annual public hearing.

Over the past nine years, Gorman Actuarial Inc. (GA) has supported the NHID in the production of the Annual Report and presenting key findings at the Annual Hearing. Over the years, GA has strived to make improvements each year—from consolidating multiple data requests, to changing the report format to reach audiences with different backgrounds, to recommendations on changes to the hearing format. These changes were instrumental to bringing the process to where we are today: an efficient and productive Annual Report and Hearing process. GA is excited for the opportunity to continue their work with the NHID for the next five years. Below, we further highlight the unique qualities that will support this engagement.

- **We are a Small Firm Focused on Quality**

GA is a small actuarial consulting firm founded in January 2006 and located in Marlborough, Massachusetts (MA). GA is certified as a minority and woman business enterprise (MBE and WBE) by the Massachusetts Supplier Diversity Office (SDO) of the Operational Services Division (OSD). For this engagement, the GA Team will include: Bela Gorman, FSA, MAAA, Gorman Actuarial, Inc.; Don Gorman, MSEE, Gorman Actuarial, Inc.; Jenn Smagula, FSA, MAAA, JS Consulting; Linda Kiene, ASA; and Danielle DiCenzo, Freedman HealthCare LLC. Each team member has experience working directly with the NHID on previous engagements.

- **We Know New Hampshire**

The GA Team recently completed work on its ninth Annual Hearing and report for the state of New Hampshire. In addition to the Annual Hearing and Report, GA has performed several studies for the NHID over the years with the most recent being a study on policy options for NH's individual market in 2017. In addition to this work, the GA Team has performed a market study and provided rate filing support to the NHID. Please see the figure in Section 3 for a summary of our past projects with the NHID.

Also, two actuaries on the GA Team have worked within the actuarial department of one of the larger insurers in the New Hampshire market. GA has the experience and knowledge in New Hampshire to quickly and successfully provide continued assistance to the NHID in the Annual Hearing Report and presentation.

- **We Have Professional Relationships with Many of the NH Insurer Health Actuaries as well as NHID Staff**

Due to our experiences noted above, we have professional relationships with many of the insurance carrier actuaries in NH. In addition, through our prior work with the NHID,



GA has fostered a collaborative relationship with NHID staff, which we believe will be instrumental in successfully completing this engagement.

- **We Know Health Insurance Data**

In addition to the many projects we have performed for the state of New Hampshire, we have also performed studies for several other states, representing over 20 major policy studies. GA is the current consultant assisting the Massachusetts Merged Market Advisory Council on exploring options for its merged individual and small group markets and we are also the consultant working with the state of Maine on their Section 1332 Waiver application. All projects required collecting relevant data, performing analysis and modeling, producing a report, and providing presentations. GA is adept at utilizing various data sources to understand drivers of changes in health care costs as well as conveying that information in an actionable and digestible format for key stakeholders.

- **We Keep a Pulse on New Hampshire and National Health Reform Activities**

Due to our current work with the NHID as well as with clients in other parts of the country, it is imperative that the GA Team keeps abreast of any changes taking place in New Hampshire and nationally. Members of the GA Team have participated on the Society of Actuaries and the American Academy of Actuaries workgroups, which allows the GA Team to be current on new policies from across the country. GA also has strong business relationships with many policy consultants and relies on them to provide insight on what is going on in Washington DC.

GA is dedicated to providing high quality, actionable actuarial analytics and consulting services to its clients. We are attentive to client timelines and budgets. Our business model allows us to include the client as part of the project team when needed. We are known to work collaboratively and value the client's input and knowledge. For these reasons, GA is routinely rehired by its clients for multiple years and multiple projects.



2 Description of Services and Scope of Work

Gorman Actuarial is proposing several key areas of focus to complete the deliverables outlined in the RFP. We have assumed that work will commence in February 2021 and be completed by December 31, 2025. The figure below shows an annual timeline of the high-level tasks, which are described in more detail in this section.

		Proposed Timeline - 2021 - 2025											
Task #	Task	Completion Date	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	Kickoff Meeting	February 18	█										
2	Finalize Workplan	February 18	█										
3	Update Carrier Data Surveys	March 15		█									
4	Release Carrier Data Surveys	April 3			█								
5	Provide technical assistance and respond to carrier questions	June 30				█	█	█					
6	Collect/analyze other available data	October 1									█		
7	Reconcile other data sources	August 31											
8	Reconcile Data	August 31											
9	Analyze data and draft Annual Hearing Report	October 26											
10	Prepare for Annual Public Hearing	October 31											
11	Annual Public Hearing Present Preliminary Annual Hearing Report	October 31											
12	Incorporate stakeholder feedback and finalize Annual Hearing Report	November 30											
13	Regular Project status meetings	Ongoing											

2.1 Project Planning & Management

Similar to prior years, we propose having a kick-off meeting in February 2021. The primary goal of this meeting will be to finalize the project plan, discuss lessons learned from the prior year and to review any proposed minor changes to the carrier data requests and process for the upcoming year. As stated in the RFP, there are no major revisions expected of the data requests, but there may be places where information that is no longer needed can be eliminated or questions can be added that may be useful in the upcoming years. The 2021 Annual Hearing and Report will be the first time that complete calendar year 2020 information will be presented which will reflect the impact of the COVID-19 pandemic. The NHID may want to focus on behavioral health or telehealth visits data and/or consider requesting summarized quarterly data. GA also proposes discussing the value of continued use of Tableau in 2021. GA will bring its expertise of what occurs in other states that produce similar reports and along with other ideas to the kick-off session. The NHID and GA will collectively finalize the data requests and output that will be used for the Annual Hearing and Report.

Once the project plan has been finalized, GA proposes to meet once or twice a month with the NHID with the frequency varying based on the intensity of the project during that month. The GA Project Manager (PM) will be responsible for creating



agendas, taking minutes, and following up on action items from the meetings. The PM will also be responsible for keeping a data issues log for the supplemental and annual hearing data. The State of NH Online Forms system is currently used to collect both Annual Hearing and Supplemental Data Request submissions. GA has experience using the NH Online Forms system to track and download carrier data submissions.

In February of subsequent years, GA will hold kick-off meetings to plan tasks and milestones for the year. Since the supplemental report bulletin and reporting templates will not change substantially, the focus of the kick-off meetings will be to discuss lessons learned from the process in the prior years, minor modifications to the data requests, and to finalize the project plan for the upcoming year.

2.2 Insurance Carrier Data Collection

The goal of the Annual Hearing and Report is to present information and analysis that identifies and explains health care claims and premium changes in the New Hampshire health insurance markets. Based on discussions from the kick-off meeting, GA will update the data collection templates and bulletin, again keeping in mind that only minor modifications are expected in each of the project years. This will be available to insurers by April 1st of each project year. Once the data requests are distributed, GA will make ourselves available to insurance carriers to answer questions related to the data request.

GA will rely on the State of NH Online Forms system which is currently used to collect both Annual Hearing and Supplemental Data Request submissions. GA has experience using the system to develop data collection forms and to keep track of which insurers have and have not yet submitted data.

2.3 Quality Assurance and Data Validation

Many of GA's past and current engagements include studies that require insurance company data submissions. One of the largest challenges is data validation and quality. Through its work in past Annual Hearings and other projects, the GA Team has gained extensive knowledge of the New Hampshire markets and the insurance carriers. This experience allows GA to efficiently recognize faulty or incomplete data submissions.

The SDR template has a built-in 'Summary Tables' Worksheet that creates a summary table for each of the three types of data that are collected (Main, Limited and Stop-Loss). These tables summarize membership, premium, claims, and calculate per member per month (PMPM) and loss ratio values for each of the data elements. These tables are instrumental in performing an initial data quality check.

For the insurance carriers who complete the Annual Hearing (AH) Carrier Questionnaire, GA has developed an automated process to compare total allowed claims and member



months by market segment between the AH data and the SDR data.

GA will evaluate the data for reasonableness. Any data that do not seem correct will be flagged. Depending on the extent of the missing information or discrepancy with outside sources, GA will contact the insurance carriers immediately to resolve the issues or to generate a first round of questions to be submitted to the insurance carriers. A secondary round of review involves comparing data and trends to prior year information and analyzing these trends for reasonableness. Any issues discovered will be addressed with the insurers through phone conversations and/or email correspondence.

GA recognizes that despite best efforts by all key stakeholders, there may arise instances where all data issues cannot be completely resolved in a timely manner to fulfill the NHID's statutory requirements. GA will evaluate the magnitude of the unresolved data issues, and if necessary, develop practical workarounds to the data. Some of these workarounds may involve using alternative data sources to supplement the data received through the Annual Hearing process. GA successfully utilized this approach in the past when insurers exited the market and have not been able to fully complete the data collection templates.

The GA Project Manager will work closely with the GA Team to track all data issues and correspondence with the insurance carriers and will make this information available to the NHID as needed.

2.4 Collect Data from Other Sources

Collecting data from other sources serves two purposes: to further validate the data collected through the Annual Hearing process and to augment data in the Annual Hearing and Report. Each purpose is described in more detail below.

GA collects the federal Medical Loss Ratio (MLR) reports from insurance carriers once they are available (typically July 31st of each year) and uses premiums, claims and member months from the federal MLR reports to validate data in both the AH and the SDR. If any discrepancies are found, GA will follow-up with the insurance carriers. GA has found in the past that this multi-step data validation approach has led to GA discovering several data submission errors on the part of the insurance carriers and allows GA to identify and resolve inconsistencies with the information to be used at the Annual Hearing and in the Annual Report.

In addition to validating data, GA also uses data from other sources to augment and enhance the information in the Annual Hearing report. GA continues to expand its review and use of outside data in the Annual Hearing report including information from the following sources:

- Federal MLR reports;



- Kaiser Family Foundation;
- American Community Survey from the United States Census Bureau;
- Health Care Cost Institute (HCCI);
- Segal Health Plan Cost Trend Survey;
- Centers for Medicare and Medicaid Services (CMS) including risk adjustment payments;
- New Hampshire Department of Health and Human Services Medicaid Enrollment Reporting;
- New Hampshire Insurance Department Marketplace Monthly Enrollment Report;
- CMS Marketplace Open Enrollment Period Public Use Files.

GA also uses these resources to compare the NH insurance market to other states. GA will continue to research and utilize data from outside sources for the NH Annual Report. For example, to understand the impact of COVID-19 on health insurance enrollment, GA incorporated Medicaid enrollment information from NH DHHS, NH Commercial enrollment, and information on unemployment rates in the 2020 report. For the 2021 report, GA will explore national resources on the impact of COVID-19 on the insured markets from CMS, HCCI, the Urban Institute and others.

2.5 Data Consolidation and Analysis

GA will consolidate the SDR responses into a database that contains past year's submissions. GA will conduct analyses and summarize results for both the AH data and the SDR data to be presented in a draft report prior to the Annual Hearing similar in layout to the report from 2020.

GA has performed this function for the NHID for the past several years. Each year GA has proactively made improvements to the analysis to enhance the information presented. Some of the additional analysis and improvements from the past several years include:

- In 2016, GA created a two-page stand-alone fact sheet to accompany the report and presentation which is made available on the day of the hearing.
- In 2017, GA analyzed the NH PAP population in conjunction with a parallel project to explore policy options for the Individual Market.
- In 2017 and 2018, the pharmacy analysis was expanded to include additional drill down on generics, brand, and non-specialty drugs; pharmacy rebates; and pharmacy covered under the medical benefit.
- In 2018, GA changed the format of the report to improve readability reaching stakeholders of varying backgrounds.
- In 2018, GA utilized data from the NH CHIS to analyze membership migration due to the closure of Minuteman.
- In 2019, GA added membership distribution by metallic tier in the individual market and distributions of members by annual claim levels by market segment.



- In 2020, GA utilized information from NH DHHS on Medicaid enrollment and more recent commercial enrollment to analyze health insurance enrollment patterns due to the COVID-19 pandemic.
- In 2020, GA incorporated enrollment and historical premium PMPM information into Tableau so that users could access the information interactively from the NHID website.

While we only anticipate minor changes to the data requests in years 2021 through 2025, GA is committed to working collaboratively each year to highlight different aspects of the data and analysis depending on the current health care climate.

Due to GA's work in New Hampshire along with GA's clients in other parts of the country, it is imperative that the GA Team keeps abreast of any changes taking place nationally related to health care reform. Our professional relationships and current client work in states such as Delaware, Maine, Massachusetts, Michigan, Oregon and Rhode Island allow us to be in the loop on the latest legislative discussions. GA uses this knowledge to proactively make decisions on analytics and areas of focus for New Hampshire. In addition, GA has strong business relationships with many policy consultants and relies on them to provide insight on current events at the federal level.

2.6 Report and Presentation

The focus of the report and presentation is to highlight and provide insight to the historical cost drivers and premium increases in the New Hampshire health insurance markets. Each year, GA will provide a draft version of the preliminary Annual Hearing report by early October and work with the NHID to incorporate any feedback or edits. GA will generate a final version of the preliminary Annual Hearing report and have it available to publish three days prior to the hearing date. This report will have similar topics as prior versions of the Annual Hearing report with the major topic areas as follows:

1. Overview of the Markets and National Comparisons
2. Coverage Shifts
3. Premium Level and Trends
4. Member Cost Sharing
5. Benefit Buy-Down and Benefit Adjusted Premium Trends
6. Claim Trends
7. Utilization Levels and Trends
8. Medical Loss Ratios, Expenses and Risk Margins
9. Appendix

In each of the prior year reports, GA has focused on additional topic areas within the major topics highlighted above to supplement and enhance the reporting for that year. These additional topic areas are chosen based on the observed trends and areas of focus



occurring both within and outside of New Hampshire. These topics have included hospital unit costs trends and variation, self-insured premiums and claims comparison, pharmacy drill down, member migration due to the exiting of an insurance carrier, and commercial health insurance enrollment versus Medicaid enrollment. At each of the annual kickoff meetings, GA proposes to have a collaborative discussion with the NHID to discuss different areas of focus for the upcoming years. For example, in the 2021 there may be a focus on claims levels and trends due to the COVID-19 pandemic. In the 2022 report, there may be a focus on the impact of the Section 1332 Waiver reinsurance program on 2021 Individual Market premiums. Since there will be no major changes to the AH or SDR data request templates going forward, any topic areas chosen as a focus must be based on information available from the current AH and SDR data request or readily available from other data sources.

In addition to the Annual Hearing report, GA will include a high-level fact sheet which will be made available on the day of the hearing to hearing participants and on the NHID's website. A draft version of the fact sheet will be reviewed with the NHID prior to the hearing and a final version will be made available at least three days before the hearing.

While the draft version of the preliminary Annual Hearing report is being prepared, GA will work on the Annual Hearing presentation on a parallel track. In past years, the presentation was a single presentation by the lead actuary, but in future years it could be two shorter presentations presented by two members of the GA Team. This presentation will be based on the key findings from the preliminary Annual Hearing report in the context of national trends and health care reform topics. The presentation(s) will be approximately 60 minutes. The GA Team will take the lead in creating and delivering the presentation at the Annual Hearing while working collaboratively with the NHID to obtain guidance and insight as to the contents of the presentation, as we have done in past years. GA strives to make each presentation engaging and to present the information in an easily understandable manner. GA's presentations have been well received by the public and we have worked diligently each year to ensure that the information is relevant, timely and easily digestible to the public.

GA is also proposing to build upon the work of adding enrollment and premium data to a Tableau interactive format and adding one or two more interactive tables or charts. GA can discuss with the NHID at the kick-off meeting what data would be most useful to incorporate in future years.

Similar to GA's work with past Annual Hearings, GA will be available to assist with the Annual Hearing preparation including consulting the NHID on the format of the public hearing, the participants involved in the hearing, and the topics to be addressed at the hearing. GA is also available to moderate questions from the audience during the GA presentation or from the featured speaker if needed on the day of the hearing.



GA will complete a final Annual Report by December 15th of each year. In the final report, GA will address any questions or comments that are submitted in conjunction with the preliminary report or at the Annual Hearing. In addition, GA will include any new information that comes from the Annual Hearing or is updated after the Annual Hearing.

2.7 Final Deliverables

By December 15th of each of the project years, GA will provide the following documents to the NHID:

- Final Annual Hearing Report both PDF and excel (excel version will contain all the charts and tables from the report)
- Annual Hearing Presentation
- Annual Hearing Fact Sheet
- Tableau Data Viz for select visualizations
- Insurance carrier Annual Hearing and Supplemental Data Request data submissions, including revised submissions
- Supplemental Data Request Database



3 Specific Skills and Experience

GA has extensive experience in the work required to complete this Annual Hearing project. GA is currently assisting the state of Maine with their Section 1332 Waiver application. GA is also currently working with the Massachusetts Merged Market Advisory Council examining and modeling policy options for the merged individual and small group markets. GA is also currently assisting the state of Delaware on implementing affordability standards. GA is the key consultant to the Center for Health Information and Analysis in Massachusetts in their work to report on total health care expenditures, total medical expenses, provider relative price, premium data and pharmacy rebates. In addition to this current work, GA has performed several policy studies for states across the nation. All studies required developing a data or information request, distributing the data request to the insurance carriers, collecting the data, validating and scrubbing the data, performing analysis and modeling, and producing a report and/or providing a presentation. GA knows and understands insurance carrier data and will use this expertise and knowledge to continue to benefit the state of New Hampshire in the Annual Hearing work. The GA Team also has extensive experience reviewing rate filings for states like Massachusetts, Rhode Island and Montana. In addition, GA assists insurers with their rate filings in Oregon and Michigan. Due to our work in these states, rate filing review work, and our work at state agencies like the Massachusetts Health Policy Commission and the Massachusetts Attorney General's Office, it is important that the GA Team is knowledgeable of all proposed and final health care reform changes occurring both locally and nationally. GA can leverage this knowledge and experience to serve the Annual Hearing project in New Hampshire. The Table below lists many of the studies we have performed previously with descriptions of the services provided

Client / Regulatory Agency	Project Name	Summary of Services	Time Period
New Hampshire Insurance Department	New Hampshire Annual Hearing & Report	<ul style="list-style-type: none"> • Integrate multiple work streams • Develop automated insurer submission process using the NH Online Forms System • Collect and validate insurer data • Collect data from outside sources • Manage communication with insurance carriers • Analysis of premium, claims, profit, administrative costs, trends, filed rate increases • Create summary data tables • Write Annual Hearing Report • Create dashboards for Tableau • Present at Annual Hearing 	2012 to 2020



		https://www.nh.gov/insurance/media/events/2020-nhid-annual-hearing.htm	
Massachusetts Merged Market Advisory Council (MA MMAC)	Merged Market Policy Options	<ul style="list-style-type: none"> • Develop information request, collect and validate insurer data • Develop models to analyze various policies for the Merged Market • Present and educate the MA MMAC on the merged market at MMAC meetings • Work with the MA DOI and the MA Health Connector on exploring policy options 	2019 to present
Maine Bureau of Insurance	Policy Options for the Maine Individual and Small Group Markets	<ul style="list-style-type: none"> • Develop data collection tool • Collect and validate insurer data • Collect data from outside sources • Develop model to analyze impact of merging individual and small group markets including impact of risk adjustments in a merged market • Develop model to analyze pass through funding with a retrospective reinsurance program on merged market • Present findings at Maine State Legislature and Maine BOI Public Hearing • In process of drafting actuarial and economic report for Section 1332 Waiver Application <p>https://www1.maine.gov/pfr/insurance/legal/ga_indiv_and_sm_grp_policy_option_report.pdf</p> <p>https://www1.maine.gov/pfr/insurance/legal/notices/pdf/gorman_actuarial_maine_ind_small_grp_market_modeling.pdf</p>	2019 to present
Delaware Insurance Department	Implement Affordability Standards	<ul style="list-style-type: none"> • Provide actuarial expertise to assist Delaware Insurance Department with healthcare reform activities. • Develop insurance carrier information requests 	2020 to present



		<ul style="list-style-type: none"> Analyze data and create model to assist in defining the affordability standards (Primary care investment target, APM target, overall total cost of care targets) 	
Centers for Health Information and Analysis	Annual Report Provider Relative Price	<ul style="list-style-type: none"> Key consultant to this Massachusetts agency in its work related to reporting total health care expenditures, total medical expenses, pharmacy rebates and premium data Assist with review of data specifications, collecting of insurer data, and analysis of data Create summary files and analytic tools for client Provide input and support creation of annual report Collect provider reimbursement data and calculate provider relative price metrics Work collaboratively with client to propose additional data and tools to analyze retention, medical loss ratios, contribution to surplus/profit margins, and total cost of health care expenditures <p>https://www.chiamass.gov/annual-report/</p>	2018 to present
Massachusetts Division of Insurance	Market Examination of Compliance of Coverage for Preventive Health Care Services	<ul style="list-style-type: none"> Examine insurer coverage of preventive health care services in Massachusetts Review member material and payment policies related to preventive health care services Develop audit protocol Develop insurer information request Collect insurer information Produce examination reports for each insurance carrier highlighting observations and findings 	2017-2018
New Hampshire Insurance Department	New Hampshire Individual Market Modeling	<ul style="list-style-type: none"> Develop models to analyze policy options for Individual Market Utilize data from Annual Hearing process, NH CHIS, and outside sources Produce three reports, one modeling Section 1332 waiver and two on NH PAP Present twice to PAP Commission <p>https://www.nh.gov/insurance/reports/documents/20170927-pap-2018-projections.pdf</p>	2017



New York Department of Financial Services & New York Health Foundation	New York Hospital Price Variation	<ul style="list-style-type: none"> • Lead study team to analyze hospital prices and price variation in New York • Develop insurer data requests • Collect data from nine (9) insurers representing 110 hospitals • Conduct insurer interviews • Validate and analyze data • Develop a price index methodology • Produce hospital price variation report https://nyshealthfoundation.org/resources-and-reports/resource/an-examination-of-new-york-hospital-reimbursement 	2014 - 2016
Massachusetts Division of Insurance	2015 Rating Examination 2012 Rating Examination	<ul style="list-style-type: none"> • Examine insurer rating practices in individual and small group market • Develop audit protocol • Develop insurer information request • Collect insurer information • Conduct insurer interviews • Produce examination reports for each insurance carrier highlighting observations and findings 	2016 to 2017 2013 to 2014
Massachusetts Attorney General's Office	Annual Examination of Health Care Cost Trends and Cost Drivers	<ul style="list-style-type: none"> • Provide ongoing actuarial consultation in MA • Assist MA AGO on information requests • Analyze insurer and provider data • Conduct analyses related to tiered networks, risk sharing arrangements, and global budgets • Testify at Annual Cost Trend Hearings http://www.mass.gov/ago/docs/healthcare/cctcd5.pdf 	2009 to Present
Massachusetts Division of Insurance	Dental Price Study	<ul style="list-style-type: none"> • Lead team to analyze dental prices and variation in Massachusetts • Develop insurer data request • Conduct stakeholder interviews • Validate and analyze data • Produce variation in dental price report • Present in person to special Dental Commission 	2014



<p>Massachusetts Health Policy Commission</p>	<p>Market Impact of Provider Consolidations</p>	<ul style="list-style-type: none"> • Provide ongoing actuarial support and guidance • Assist with information request design • Develop analytic framework to analyze impact of provider consolidation • Data analysis • Report review • Support the analysis and report related to the merger of Lahey Health System and CareGroup (includes Beth Israel) <p>http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/health-policy-commission/material-change-notices-cost-and-market-impact-reviews/hpc-cost-and-market-impact-reviews.html</p>	<p>2012 to present</p>
<p>Massachusetts Division of Insurance</p>	<p>Rate Review</p>	<ul style="list-style-type: none"> • Review Individual & Small Group Rate Filings Quarterly • Correspond with insurance carrier actuaries • Produce actuarial memo • Provide ongoing actuarial expertise and guidance to the MA DOI 	<p>2010 to present</p>
<p>Rhode Island Office of the Commissioner</p>	<p>Rate Review</p>	<ul style="list-style-type: none"> • Develop insurer rate filing template • Review Individual, Small Group, and Large Group rate filings • Correspond with insurance carrier actuaries • Produce actuarial memo • Provide actuarial expertise and guidance to RI OHIC 	<p>2013 to present</p>
<p>Brown University</p>	<p>Cost Trend Expert</p>	<ul style="list-style-type: none"> • Provide assistance and guidance on trend analytics to Brown University Team 	<p>2019 to present</p>
<p>Montana Commissioner of Securities & Insurance</p>	<p>Rate Review</p>	<ul style="list-style-type: none"> • Develop insurer rate filing template • Review Individual and Small Group Rate filings • Correspond with insurance carrier actuaries • Product actuarial memo • Present at rate hearing <p>http://csimt.gov/wp-content/uploads/HealthInsuranceRatesTrendsPresentation.pdf</p>	<p>2016</p>



State of Tennessee Department of Finance and Administration	Insurance Market Study	<ul style="list-style-type: none"> • Provide actuarial and benefits consulting related to the implementation of the ACA including assessing impact of merging the individual and small group markets • Develop insurance information request for insurers • Collect, analyze, validate data • Summarize data and modeling of ACA impact • Produce report 	2011-2013
New Hampshire Insurance Department	Premium Rate Review Cycle I & II	<ul style="list-style-type: none"> • Provide actuarial support and guidance to rate review process • Develop insurer rate filing templates • Roll them out to insurers and provide instruction • Develop rate review manual • Develop rate review database 	2011-2013
New Hampshire Insurance Department	Insurance Market Study & Model	<ul style="list-style-type: none"> • Develop dynamic model on insurance markets • Analyze impact of the ACA • Provide model, documentation and training to the NHID • Produce report https://www.nh.gov/insurance/reports/documents/gorman_nh_mktstdy_kf.pdf 	2012
Massachusetts Division of Insurance	Examination of 51 to 100 Market Study	<ul style="list-style-type: none"> • Analyze impact of expanding Small Group Market in Massachusetts • Develop information request for insurers • Collect, analyze, and validate data • Summarize data and modeling of ACA impact • Produce report 	2012
Minnesota Department of Health and Department of Commerce	Insurance Market Study	<ul style="list-style-type: none"> • Provide actuarial consulting related to the implementation of the ACA • Develop information request for insurers • Collect, analyze, and validate data • Summarize data and modeling of ACA impact • Produce report and present results in person to Minnesota policymakers 	2011
Wisconsin Department of Health and Family Services	Insurance Market Study	<ul style="list-style-type: none"> • Provide actuarial consulting related to the implementation of the ACA • Develop information request for insurers • Collect, analyze and validate data • Summarize data and modeling of ACA impact • Produce report • Present results to key stakeholders 	2010 - 2011



		https://www.washingtonpost.com/r/2010-2019/WashingtonPost/2012/07/12/Editorial-Opinion/Graphics/wisconsin-health-care.pdf	
Maine Bureau of Insurance	ACA and PL90 Analysis Merged Market Analysis	<ul style="list-style-type: none"> • Provide actuarial consulting related to the implementation of the ACA and the passing of PL90 • Develop information request for insurers • Collect, analyze, and validate data • Summarize data and modeling of ACA impact • Produce report • Present to key stakeholders in Augusta, ME http://www.maine.gov/pfr/insurance/publications_reports/archived_reports/pdf/gorman_actuarial_report.pdf 	2010 - 2011 2007
Nevada Department of Health & Human Services	Insurance Market Analysis & Analysis of ACA	<ul style="list-style-type: none"> • Provide actuarial consulting related to the implementation of the ACA • Develop information request for insurers • Collect, analyze, and validate data • Summarize data and modeling of ACA impact • Produce report • Present results to key stakeholders 	2011-2012
Wyoming Department of Insurance	Insurance Market Analysis & Analysis of ACA	<ul style="list-style-type: none"> • Provide actuarial consulting related to the implementation of the ACA • Develop information request for insurers • Collect, analyze, and validate data • Summarize data and modeling of ACA impact • Produce report • Present results to key stakeholders 	2011
Massachusetts Division of Insurance	Examination of Merged Individual and Small Group Markets	<ul style="list-style-type: none"> • Analyze impact of merging Individual and Small Group Markets in Massachusetts • Develop information request for insurers • Collect, analyze, and validate data • Summarize data and modeling • Produce report 	2006

GA has extensive experience in the New Hampshire health insurance market and working with the NHID. Over the past decade GA has worked collaboratively with the NHID on more than a dozen projects, including the support of nine Annual Hearings. The figure below shows the timeline of the projects GA has supported.



4 Team Member Experience and Roles

Bela Gorman FSA, MAAA. Lead Actuary: Bela will oversee this project and peer review the analysis and findings, provide guidance and expertise to the GA Team and client throughout the process and assist with writing the report.

Bela has over 25 years of actuarial experience and has extensive experience in premium rate development, rate review and health care policy. Bela has worked for the two largest health insurance carriers in Massachusetts where one of her responsibilities included pricing commercial and Medicare products. Her past and current client list includes various state agencies and insurance departments across the country. She currently reviews rate filings for the state of Massachusetts and Rhode Island and has performed several state studies analyzing health care policy requiring the aggregating of and analyzing insurance carrier data. Bela is the actuarial lead supporting the Massachusetts Merged Market Advisory Council and the proposed Section 1332 Waiver application for the Maine Bureau of Insurance. Bela also supports Massachusetts Attorney General's Office and the Massachusetts Health Policy Commission in their efforts in payment reform.

Jenn Smagula FSA, MAAA. Senior Actuary and Project Lead: Jenn's primary responsibilities will include leading the project, overseeing the updating of the data requests, interfacing with the insurance carriers, interfacing with the client, analyzing the data, leading the writing of the final report and presenting findings at the Annual Hearing.

Jenn is an independent actuarial consultant with over 20 years of actuarial experience and has extensive experience in premium, membership, provider price variation and claims analyses. Jenn has also worked for the two largest health insurance carriers in Massachusetts where her responsibilities included pricing, trend, and pharmacy analysis. Jenn has led the efforts in producing the annual health care costs report for New Hampshire for the past several years. Jenn currently reviews rate filings for the state of Massachusetts and Rhode Island and is currently working on the proposed Section 1332 Waiver application for the Maine Bureau of Insurance. In addition, Jenn supports the Massachusetts Attorney General's Office and the Massachusetts Health Policy Commission in their efforts in payment reform. Jenn also works with a health plan in Oregon to provide actuarial guidance and to peer review their individual and small group rate filings.

Don Gorman, MSEE. Business Manager and Data Analyst: Don's primary responsibilities will include updating the data request, managing the collection of the data, interfacing with the insurance carriers, analysis and management of the data and assisting in the writing of the final report. Don's primary responsibilities will include monitoring budget and deliverables along with providing technical and administrative support.



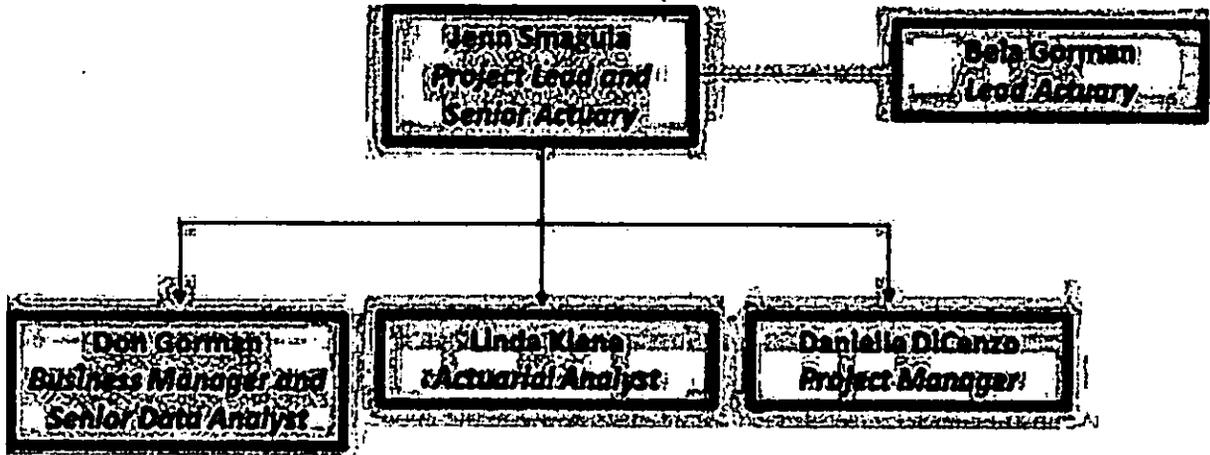
Don has extensive experience in designing data specifications, managing large amounts of data and developing databases from insurer and rate filing data. He also has experience in data analysis and modeling. In work performed for the NHID, Don has created forms in the NH Online Form System, created a processing system and database for the Line of Business Surveys, and created a separate database for provider and consumer complaints. In all the state studies that GA has performed, Don has created, maintained, and enhanced databases so that actionable reports and analyses can be produced efficiently. Don has developed several reinsurance models that allow the user to easily model various program structures and costs. For the Massachusetts Attorney General's office, Don created a database containing cost and quality data for each of the 72 hospitals in Massachusetts. He also created a database containing cost and quality data for all of the major physician groups in Massachusetts. These databases allowed the AG's office to quickly and efficiently analyze health care cost trend drivers. Don has expertise in mathematical modeling, neural networks, detection and estimation theory, data fusion and expert systems.

Linda Kiene ASA, Actuarial Analyst: Linda's primary responsibilities will include collecting data, creating analyses and summaries, developing charts and graphs for the report and drafting the report. Linda will be working closely with Jenn and Don throughout the project.

Linda is an independent actuarial consultant with over 20 years of actuarial experience. Over the past few years GA has utilized Linda's actuarial expertise on various projects including actuarial analysis and project management for the New Hampshire Annual Hearing and Report work and analysis for the Massachusetts Health Policy Commission. Prior to her consulting role, Linda's focus has been product development and product management of various insurance products. Linda has extensive experience in pricing annuities which requires superior analytic skills.

Danielle DiCenzo, MS, MPH, Project Manager: Danielle is the project manager for the current NHID Annual Hearing project. In addition to her project management duties, Danielle utilizes SQL, Tableau and Power BI to analyze and visualize health care data. Danielle's primary responsibilities will include developing a project plan, tracking milestones, scheduling and setting agendas for client meetings, and working with the NHID on the agenda and content for the Annual Hearing. Danielle will also assist with report writing and review. Danielle will be working closely with Jenn and Don throughout the project, and can work to expand the use of Tableau for data visualization for this project.

Below is an organizational chart of the proposed GA Team. We have included resumés for each person on the team at the end of this proposal.





5 References

Below, please find Gorman Actuarial references for recent engagements that are similar in nature to this project.

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6 Conflict of Interest

Gorman Actuarial and its subcontractors have no actual or perceived conflicts of interest with regard to this project. GA is under contract with the NHID for the project 2017-RRG-414-SR AH through December 31, 2020. In addition, Gorman Actuarial is a subcontractor to Freedman HealthCare on the New Hampshire Mandate Review project. None of GA's current or previous engagements present a conflict of interest.

7 Project Plan, Timeframe and Deliverables

Below, we have outlined a tentative annual project plan with an assumed start date of February 1st and an Annual Hearing date of late October. We anticipate finalizing this project plan after meeting with the NHID at the start of the project.

Proposed Timeline - 2021 - 2025													
Task #	Task	Completion Date	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	Kickoff Meeting	February 18	█										
2	Finalize Workplan	February 18	█										
3	Update Carrier Data Surveys	March 15		█									
4	Release Carrier Data Surveys	April 3			█								
5	Provide technical assistance and respond to carrier questions	June 30				█							
6	Collect/analyze other available data	October 1								█			
7	Reconcile other data sources	August 31							█				
8	Reconcile Data	August 31							█				
9	Analyze data and draft Annual Hearing Report	October 26									█		
10	Prepare for Annual Public Hearing	October 31										█	
11	Annual Public Hearing Present Preliminary Annual Hearing Report	October 31											█
12	Incorporate stakeholder feedback and finalize Annual Hearing Report	November 30											█
13	Regular Project status meetings	Ongoing											█

In addition to the deliverables listed as tasks in the above figure, by December 15th of each year GA will provide the following:

- Final Annual Hearing Report both PDF and excel (excel version will contain all the charts and tables from the report)
- Annual Hearing Presentation
- Annual Hearing Fact Sheet
- Tableau Data Viz for select visualizations
- Insurance carrier Annual Hearing and Supplemental Data Request data submissions, including revised submissions
- Supplemental Data Request Database



8 Budget, Derivation of Cost and Staff Time

We have estimated the time it will take to complete this project. The budget for the project is fixed and has been set at \$450,000 for the 5-year duration, which averages to \$90,000 per year. A summary of hourly rates and the number of hours per year by consultant is shown in the table below.

Consultant	Hourly Rate	Hours
Bela Gorman	\$ 350	5
Donald Gorman	\$ 230	140
Danielle DiCenzo	\$ 160	50
Jennifer Smagula	\$ 350	83
Linda Kiene	\$ 215	89
Total		277

The hourly rates are fixed for the five years of the project with no assumed increases between now and 2025.

A further breakdown of each staff member's estimated time by each segment of the project is provided in the tables below. It follows the structure of the project plan shown in Section 7.

Task #	2021-2025 Public Hearing & Annual Report Workplan	Bela	Jenn	Don	Linda	Danielle	Total	Total
		Gorman	Smagula	Gorman	Kiene	DiCenzo		
1	Kickoff Meeting	0	2	2	0	4	8	\$ 1,800
2	Finalize Workplan	0	2	2	0	6	10	\$ 2,120
3	Update Carrier Data Surveys	0	2	4	2	0	8	\$ 2,050
4	Release Carrier Data Surveys	0	4	4	4	0	12	\$ 3,180
5	Provide technical assistance and respond to carrier questions	0	4	10	4	0	18	\$ 4,560
6	Collect/analyze other available data	0	10	8	8	0	26	\$ 7,060
7	Reconcile other data sources	0	8	15	7.25	0	31	\$ 7,809
8	Reconcile Data	0	4	13	8	0	25	\$ 6,110
9	Analyze data and draft Annual Hearing Report	1	16	45	32	0	94	\$ 23,180
10	Prepare for Annual Public Hearing	4	10	15	8	10	47	\$ 11,670
11	Annual Public Hearing, Present Preliminary Annual Hearing Report	0	7	7	7	4	25	\$ 6,205
12	Incorporate stakeholder feedback and finalize Annual Hearing Report	0	2	3	2	0	7	\$ 1,820
13	Regular Project status meetings	0	12	12	6	26	56	\$ 12,410
Total Hours / Total Dollars		5	83	140	88.25	50	367	\$ 89,974

Hours are billed only for time worked, and to the extent hours worked are lower, the costs will be proportionately lower.



9 Closing

GA is excited for the opportunity to build upon our strong relationship with the NHID and to leverage our industry experience and our New Hampshire specific experience by working on this engagement. GA has supported the NHID for the Annual Hearing and Report since 2012 and we strive to make the report and hearing better each year. We are the only consulting team who can efficiently hit the ground running on this project and greatly welcome this opportunity to continue to work with the NHID.

10 Resumés

This section contains resumés for each individual included in the proposal response:

- **Bela Gorman, FSA, MAAA**
- **Jennifer Smagula, FSA, MAAA**
- **Don Gorman, MSEE**
- **Linda Kiene, ASA**
- **Danielle DiCenzo, MS, MPH**

Bela Gorman, FSA, MAAA

Professional Experience

Principal, Gorman Actuarial Inc., Marlborough, MA 2005 – Present
Providing actuarial consulting expertise to state government agencies and health insurers.

Policy Analysis: Private Insured Markets

- Project Team Lead for several state studies to study the impact of the Affordable Care Act (ACA) on existing insured markets.
 - Developed insurance requests, interfaced with insurers, collected data and aggregated and analyzed collected and publicly available data
 - Developed models to understand the impact of various policies: Policies include but not limited to merging markets, reinsurance programs and changing small group size definition,
 - Prepared a written report and presented findings to key stakeholders
 - Clients include: Massachusetts, Maine, New Hampshire, Nevada, Wisconsin, Nevada, Minnesota, and Tennessee
- Project Team Lead to study the impact of various individual market policies – pre ACA
 - Convened insurance carrier stakeholder group, developed information requests, collected and analyzed data from insurers and publicly available
 - Developed models to understand the impact of various policies: merging markets, reinsurance, and high risk pool
 - Prepared a written report and presented findings to key stakeholders such as the Maine's Joint Standing Committee on Insurance and Financial Services
 - Clients include: Massachusetts, Maine, and New York Hospital Fund

Policy Analysis: Public Sector

- Provided modeling and consulting support for the following public sector programs
 - Maine's Dirigo Health Program for the Dirigo Health
 - New York's Family Health Plus Employer Buy in Program for Community Service Society (CSS)
 - Basic Health Program for CSS
 - Expanding New York's programs for the immigrant population for CSS

Rate Filing Review

- Developed rate review templates and rolled them out to insurers
- Interface with insurance departments and insurance commissioners
- Interface with insurer actuaries
- Clients include: Massachusetts (ongoing), Rhode Island (ongoing), New Hampshire, and Montana

210 Robert Rd
Marlborough, MA 01752
508-229-3525
Bela@GormanActuarial.com

Cost Containment

- Analyzed provider price variation and assisted with annual cost containment reports (since 2009) for the Massachusetts attorney general's office (MA AGO)
- Ongoing support to Massachusetts Health Policy Commission on provider prices, provider consolidation, and provider price policies
- Studied New York Hospital Price Variation and released report December 2016 for New York Health Foundation

Director Actuarial Services, Harvard Pilgrim Health Care, Wellesley, MA 1999-2004

- Responsible for product pricing and revenue forecasting – approximately \$1.5B in revenue
- Responsible for Underwriting pricing models, rating formulae, and rate filings
- Participated in corporate cross functional teams (product development and trend)

Actuarial Consultant, PricewaterhouseCoopers, San Francisco, CA 1996-1998

Senior Actuarial Analyst, Harvard Pilgrim Health Care, Wellesley, MA 1995-1996

Senior Actuarial Analyst, BCBSMA, Boston, MA 1993-1995

Underwriter, BCBSMA, Boston, MA 1991-1993

Education

Boston University

Bachelor of Arts in Math and Economics, cum laude

Fellow of the Society of Actuaries

Member of the Academy of Actuaries

Select Publications and Presentations

<http://nyshealthfoundation.org/uploads/resources/an-examination-of-new-york-hospital-reimbursement-dec-2016.pdf>

<http://www.mass.gov/ocabr/docs/doi/massachusettsdoi-1-100-marketstudy.pdf>

<http://www.mass.gov/ocabr/docs/doi/legal-hearings/nongrp-smallgrp/finalreport-12-26.pdf>

https://www.nh.gov/insurance/reports/documents/gorman_nh_mktstdy_kf.pdf

<http://nyshealthfoundation.org/uploads/resources/merging-markets-combining-october-2008.pdf>

<http://muskie.usm.maine.edu/Publications/ihp/ReformOptions.pdf>

Jennifer Smagula

Jennifer.smagula@gmail.com

EXPERIENCE: JS Consulting, Independent Actuary, Westford, MA (Jul 2010 - Present)

Independent consulting actuary with the following experience:

- Modeling and analyzing health care initiatives for various state agencies to help inform policy decisions and understand the financial impact to their various markets including Section 1332 Waivers and other provisions of the ACA.
- Leading team, conducting analysis and developing report of health care costs and trend drivers. Present annually at health care cost trend hearing.
- Actuarial review of health insurance rate filings including medical, dental, vision, hearing and stop loss.
- Conducting research on rate review practices and regulations by state with goal of developing best practices.
- Detailed provider payment financial analysis for state agencies including analysis of differences in payments by carrier and provider groups and development of relative price metrics.
- Other actuarial support including financial forecasting for carriers and large employer groups, benefit pricing, IBNR and trend analysis.
- Volunteer with American Academy of Actuaries to develop practice notes for Rate Review and Actuarial Value & Minimal Value.

Blue Cross Blue Shield of Massachusetts, Boston, MA (Jan 2006 – Jun 2010)

Actuary in the Actuarial, Underwriting & Analytic Services Department. Responsible for pharmacy pricing and senior products. Experience included:

- Quarterly review of pharmacy rating trends for both Commercial and Medicare products.
- Led financial analysis of pharmacy benefit manager RFP process.
- Developed pricing and led financial strategy for senior products including Medicare Supplement and Medicare Advantage products.

Harvard Pilgrim Health Care, Wellesley, MA (Mar 2003 – Dec 2005)

Manager in the Actuarial Pricing Department. Responsible for Commercial and Medicare pricing and rating strategy. Experience included:

- Analyzed cost and utilization trends for medical and pharmacy products, including analyses by market segment.
- Responsible for New Hampshire & Maine Commercial Rate Filings and responsible for Medicare Advantage Rate Filings.
- Forecasted premium revenue for annual corporate budget.

PricewaterhouseCoopers LLP, Boston, MA (Jul 1999 – Mar 2003)

Actuarial Consultant in the Health and Welfare Group. Analyzed health plans while working closely with clients and senior staff on client projects. Experience included:

- Calculation of unpaid claim liability for various insurers and self-insured employers.
- Determination of post-retirement health and life insurance benefit liability for several clients.

PROFESSIONAL CREDENTIALS:

- Obtained Fellow of Society of Actuaries designation in August 2007.
- Member of the American Academy of Actuaries since August 2004.
- Member of the Conference of Consulting Actuaries since January 2015.

EDUCATION: Tufts University

Bachelor of Science in Mathematics with a Minor in Economics

Graduated *Cum Laude*; Dean's List

Experienced user of Microsoft Access, Excel, Word, and PowerPoint and some experience with SAS.

Donald F. Gorman

Accomplishments

- Project Manager for many actuarial and technical projects
- Lead data analyst for several health insurance market reform studies
- Fifteen years of Systems Engineering experience
- Chief Systems Architect at Motorola's Acadia Application Integration Center
- For five years, managed the Acadia Systems Engineering Group, which performed analysis, support and design of ISV applications for Motorola Digital Settop Boxes and network
- Project Manager for the CS-1000, the Motorola Carousel Server
- Awarded Raytheon Micciolli Scholarship

Professional Experience

Consultant – Gorman Actuarial Marlborough, MA • March, 2006 – Present

- Project Manager and data analyst for the study of the Massachusetts Small Group and Non-Group Merger, which was delivered December 2006.
- Project Manager for New York State Small Group and Individual Market Merger Study.
- Perform statistical analysis to analyze health insurance premiums.
- Provided actuarial analysis for the study of Reform Options for the State of Maine Individual Health Insurance Market. Created a reinsurance model for the Maine Individual and Small Group Markets, which modeled the impact of various reinsurance programs on the insured market. Presented results to the Maine Legislature in May 2007.
- Collected, summarized and analyzed small group market data from approximately 12 carriers for the State of Wisconsin.
- Project manager for Long Term Care Insurance Survey project for the Massachusetts Division of Insurance. Developed written and oral survey instruments and summarized survey results from 30 states.

Chief Systems Architect – Motorola Acadia AIC, Lexington, MA • January, 2001 – March, 2006

- Lead and managed all Systems Engineering activities at Acadia AIC, which is a 50+ person Motorola laboratory.
- Worked with Independent Software Vendors (ISVs) and assisted in the design and architecture of system and software solutions for digital cable television applications. Provided expert guidance on product architecture.
- As the technical liaison for the Marketing department I worked with prospective partners to evaluate product offerings.
- Project Manager for the Acadia developed CS-1000, which is an industry leading, client/server virtual file system solution.

Systems Engineer – Motorola Acadia AIC, Lexington, MA • February, 2000 – January, 2001

- Worked with Independent Software Vendors (ISVs) and assisted in the design and architecture of system and software solutions for digital cable television applications.

Senior Engineer – Theater High Altitude Area Defense (THAAD) – Raytheon Co., Sunnyvale CA • 1997 – 2000

210 Robert Rd
Marlborough, MA 01752
608-229-3526
Don@GormanActuarial.com

- Performed radar analysis for the THAAD program.
- Identified and solved integration issues regarding radar performance at the System Integration Lab (SIL) including interaction with BMC3 and Missile segments.
- Developed graphical analysis tools using Matlab to automate data analysis.
- Responsible for testing and modifying software used for SIL scenario generation.
- Prepared briefings and presented results of radar and weapon system performance to THAAD segments and customer.

Lead Engineer – Medium Extended Air Defense System (MEADS) Raytheon Co., Bedford, MA
• 1996 – 1997

- Lead engineer for the MEADS Radar IPT simulation team. Task lead of international team composed of Raytheon and Siemens engineers. Responsible for manpower forecasts, task scheduling, hardware and software specifications.
- Developed simulation requirements for MEADS Radar IPT including a real-time, DIS compliant radar model and a high fidelity simulation used for radar design studies.

Engineer – Ship Self Defense System (SSDS) Raytheon Co., San Diego, CA • 1995 – 1996

- Analyzed radar data generated by SPS-49, SPS-67 track and acquisition radar for ship based defense system.
- Developed test plans to verify radar requirements and created data analysis programs to analyze system performance.

Member of Technical Staff – Raytheon Co., Tewksbury, MA • 1991 – 1994

- Member of Technical Staff
- Performed engineering and statistical analysis of air defense systems including PATRIOT and Hawk to determine system effectiveness. Designed and tested data fusion algorithms to incorporate data from multiple sensors. Developed and analyzed algorithms for ballistic missile launch point determination.
- Developed a simulation to analyze phased array radar performance.
- Supported engineering analysis and software evaluation for PATRIOT system at White Sands Missile Range (WSMR).

Computer and Software Skills

Software: C/C++, FORTRAN, Java, HTML, XML, SQL

Operating Systems: UNIX, Linux, VAX VMS, MAC, Windows NT, XP

Applications: Matlab, MathCad, Mathematica, Word, Excel, PowerPoint, Project, Access, SAS

Education

Duke University, Box 90754 Durham, NC 27708-0754

Master of Science in Electrical Engineering

Boston University, 881 Commonwealth Ave. Boston, MA 02215

Bachelor of Science in Electrical Engineering

Linda M. Kiene, ASA

42 John Carver Road, Reading, MA 01867 • 781-942-9344(h) • 617-966-1977(c) • LMKiene@verizon.net

Summary:

Non-traditional career ASA with over 20 years of experience in the US insurance industry and a strong focus on product development and product management of insurance products. Participative leadership style with excellent communication skills and extensive experience working with cross-functional teams.

Professional Experience

2015 to Present | Consultant

- Analyzed health care cost and trends for state agencies.
- Managed project plan for insurance department annual hearing.

2008 to 2012 | Sharper Financial Group LLC

Executive Vice President and COO

- Consulted on marketing and development of retirement products and programs, including advisor and consumer education tools.
- Conducted a detailed review of fixed annuity product and business specifications of a major industry provider identifying and addressing any administrative or design issues.
- Provided a detailed review of a major industry provider fixed annuity product filing package.
- Completed a comprehensive technical review of major industry provider's existing retirement income product allocation including evaluating tools, methodology and assumptions used, as well as the positioning with the sales process.

2002 to 2008 | MetLife

2004 to 2008: Assistant Vice President and Actuary, Annuity Product Management

- Responsible for the development, line management and broad implementation support of fixed accumulation annuities and income annuities across MetLife's Individual Annuity distribution franchises.
- Laid the groundwork for the launch of new innovative income products and features that aligned with corporate strategic initiatives.
- Provided proactive management of existing products including implementing a common enterprise platform, establishing process improvements and eliminating pricing inconsistencies.
- Supported exceptions, large case sales, and product questions from the field and internal customers

-
- Maintained and respond to corporate requirements for pricing of Income Products
 - Led the integration of an acquired block of business
 - Directed the development of two Directors, two Actuarial Consultants and a Product Manager.
 - Maintained effective relationships with multiple distribution franchises

2002 to 2004: Product Management Actuary, Annuity Product Management

- Oversaw the pricing of fixed annuity products
- Responsible for state filings and development of product specifications
- Reviewed system specifications, marketing materials, client statements and correspondences, and administrative process and procedures of annuity products
- Mentored, developed and managed two Actuarial Consultants and a Product Manager

1995 to 2002 | Keyport Life Insurance Company

1999 to 2002: Director of Life Products, Product Management

- Developed a complete business strategy for a new variable life insurance product line including distribution, operational, financial, and marketing components.
- Negotiated , implemented, and maintain a joint venture with a major insurance company to manufacture Keyport annuity products for their captive distribution.
- Mentor, develop and manage one Product Manager.

1995 to 1999: Assistant Actuary, Product Development

- Researched, priced and designed variable, fixed and equity indexed annuities including innovative riders.
- Developed and validated pricing models (static and stochastic) for all products and guaranteed benefits using PTS, TAS and Excel.
- Evaluated reinsurance alternatives.
- Conducted competitor and market research via tools and field interviews.
- Developed and priced a variety of compensation structures for all products.
- Provided support and training to implementation teams, Administration and Sales.
- Negotiated and monitored contract exceptions with distribution firm and brokers.
- Created and implemented internal exchange guidelines to facilitate asset retention.
- Responsible for mentoring and managing one actuarial student.

1991 to 1995 | New England Financial

Actuarial Assistant

-
- Designed workflows and procedures for the administration and financial reporting of a second-to-die variable life insurance product.
 - Worked with the Audit Department on policyholder complaints and state insurance department inquiries.
 - Served as a home office product specialist for agents.
 - Coordinated the rollout of additional fund offerings for variable life products.
 - Prepared periodic financial reports for the Group Life and Health products.
 - Analyzed competitive information and recommended rate actions consistent with the competitive position and emerging experience.
 - Reviewed various states' insurance reform legislation, implemented any mandatory changes, responded to state reinsurance pools, and responded to questions from the insurance departments.

Professional Affiliations

- Served on several LOMA and LIMRA Annuity Committees.
- Associate of the Society of Actuaries

Education

Tufts University | B.A. in Quantitative Economics

American University of Paris

Community Leadership

- Treasurer of Coolidge Middle School Parent/Teacher Organization

DANIELLE DICENZO, MS,MPH

29 Crafts Street, Suite 470 
Newton, MA 02458
(617) 396-3600 x209 
ddicenzo@freedmanhealthcare.com 
com



PROFILE

Ms. DiCenzo is an insightful and eager Project Associate who utilizes SQL, Tableau and Power BI to analyze and visualize health care data. Ms. DiCenzo also provides extensive project support by coordinating project management tasks, synthesizing dense literature/legislation, participating in client proposal development/submissions and preparing documents related to all-payer claims databases.

Ms. DiCenzo has varied experiences at the intersection of health data, policy and research. Prior to joining FHC, Ms. DiCenzo served as a Fellow with the Massachusetts Health Policy Commission. There, she conducted literature reviews, developed methodology and carried out analyses utilizing the all-payer claims database. Additionally, she has authored articles for the Massachusetts Medical Society as a public health policy and communications intern, led a non-profit that serves nutritious community meals, served as an AmeriCorps VISTA and consulted as a statistician on various academic research projects.



COMPETENCIES

- Data Analysis
- Data Visualization in Tableau and Power BI
- Data Release
- Data Quality
- APCD Development
- Project Management
- Stakeholder Facilitation



RELEVANT PROJECTS

- Ms. DiCenzo has been a Project Manager with the Gorman Actuarial team for the NHID Annual Hearing Report and Hearing project. She facilitates meetings, communicates with data submitters and tracks and edits deliverables. She has also developed Tableau dashboards published on the NHID website.
- Ms. DiCenzo is an analyst for HealthSource RI, the state's health exchange. She develops, maintains and documents Tableau dashboards such as internal KPI tracking during Open Enrollment.
- Ms. DiCenzo is currently engaged with the Delaware Health Information Network, where she works on their All-Payer Claims Database projects. She facilitates weekly technical group meetings, provides analytic support for data validation, fulfilling data requests and producing public facing reports via Tableau.



PROFESSIONAL EXPERIENCE

Freedman HealthCare, LLC

Project Associate

2019-Present

- Prepare background materials and make presentations on topics such as claims based analysis of low value care and APCD development and implementation.
- Compile data specifications used in other states for public-facing claims analytic projects.
- Research and draft summary report on health insurance market performance.

MA Health Policy Commission

Analyst

2018

- Supported research and cost trends team by analyzing medical and pharmacy claims in the All-Payer Claims Database to assess cost, quality, and access in the MA health system.
- Modeled cost savings for proposed policy scenario of limiting growth of prescription drug priced in the policy brief.
- Conducted a literature review and collaborated with the team to run analysis of the prevalence and costs associated with 19 measures of low value care in MA

Hearty Meals for All

Executive Director

2016-Present

- Oversees overall operations of monthly meal provided to vulnerable populations, including engaging community stakeholders, procuring donations, and managing volunteers
- Works with the board to fundraise annual budget through grant-writing, soliciting private/corporate donors, and organizing events.

Massachusetts Medical Society/ NEJM

Public Health and Health Policy/Communications Intern

2017

- Supported physician committees in governance and legislative activity.
- Researched and prepared internal reports for committees to assist in developing policy statements on public health issues, such as medical-aid-in-dying and sports-related concussions
- Authored articles in monthly publication, Vital Signs, reaching over 25K physician members

Children's Health Watch

Policy Research Intern

2017

- Supported research and policy initiatives addressing the impact of public policy on health, nutrition, and development of children under five.
- Drafted policy briefs and testimony for legislators
- Conducted literature reviews and prepared/edited manuscripts for publication

**AmeriCorps Vista- Maine Hunger Initiative
Community Organizer**

2015-2016

- Increased access to USDA federal nutrition programs in underserved communities and strengthened a local charitable food system in Central/Southern Maine
- Expanded capacity to provide SNAP application assistance by developing program materials and recruiting and training volunteers
- Strategized with school administrations/nutrition departments to adopt best practices for a school breakfast program
- Oversaw Farm to Pantry program by managing contracts and writing grant proposals/reports
- Provided technical assistance and recruited/trained volunteers for 8 Summer Meal Sites



EDUCATION & CERTIFICATIONS

Tufts University Masters of Public Health, Epidemiology and Biostatistics	2018
Tufts University Masters of Science, Food Policy and Applied Nutrition	2018
University of Vermont Bachelors of Science, Dietetics, Nutrition, and Food Science	2015

**Agreement with Gorman Actuarial, Inc.
2020 Annual Medical Cost Driver Report and
Public Hearing Support RFP
Exhibit A
Scope of Services**

The consultant's primary responsibility will be:

1. Collect and analyze data that will be used to determine cost drivers and premium increases in the New Hampshire health insurance market
 - a. Perform quality assurance testing of submitted data by documenting and explaining carrier compliance issues.
 - b. Assist with potential enforcement actions by documenting and explaining carrier compliance issues.
 - c. Create dynamic and informative visual displays to explain the data
2. Present data on the cost drivers and rate increases at five annual public hearings.
3. Draft the Commissioner's annual report for five years as described and required under RSA 420-G:14-a, V-VII, including a two-page summary or brief that is available at the time of the hearing.
4. Work set out in the response to the 2020 Annual Medical Cost Driver Report and Public Hearing Support RFP. The following documents and materials are incorporated herein by reference, and the parties acknowledge receipt of true and complete copies of the same:
 - a. State of New Hampshire, New Hampshire Insurance Department 2020 Annual Medical Cost Driver Report and Public Hearing Support RFP
 - b. Contractor's Proposal Response to Agency 2020 Annual Medical Cost Driver Report and Public Hearing Support RFP

**Agreement with Gorman Actuarial, Inc.
2020 Annual Medical Cost Driver Report and
Public Hearing Support RFP**

Exhibit B

Scope of Services

Contract Price, Price Limitations and Payment

The services will be billed at the rates set forth in the Contractors Proposal, dated December 7, 2020, not to exceed the total contract price of \$450,000.

GA will submit invoices to the New Hampshire Insurance Department at least monthly. Invoices will contain the total number of hours and corresponding labor charges for each member of GA and their subcontractors for the preceding calendar month. Invoices will be submitted electronically.

Agreement with Gorman Actuarial, Inc.

2020 Annual Medical Cost Driver Report and Public Hearing

Support RFP

Exhibit C-1

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.

Bela Gorman

Printed Name of Contractor

12/23/2020

Date

Bela Gorman

Contractor Signature

Agreement with Gorman Actuarial, Inc.
2020 Annual Medical Cost Driver Report and Public Hearing
Support RFP
Exhibit C-2

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

Gorman Actuarial, Inc. offers consulting services by self-employed persons working out of their home, and are therefore exempt from the definition of an employer (RSA 281-A) and the workers' compensation requirement indicated under item number 15 of the P-37.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GORMAN ACTUARIAL, INC. is a Massachusetts Profit Corporation registered to do business in New Hampshire as GORMAN ACTUARIAL NH on December 12, 2014. 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: 718720

Certificate Number: 0005055179



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 11th day of December A.D. 2020.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

~~(Corporation without Seal)~~

1. Donald Gorman do hereby certify that:
(Name of ~~Clerk~~ ^{Secretary} of the Corporation; cannot be contract signatory)

1. I am a duly elected ~~Clerk~~ ^{Secretary} of Gorman Actuarial, INC.
(Corporation Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 12/23/2020.
(Date)

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

actuarial services.

RESOLVED: That the President
(Title of Contract Signatory)

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 23rd day of December, 2020.
(Date Contract Signed)

4. Bela Gorman is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Massachusetts
STATE OF ~~NEW HAMPSHIRE~~

County of Middlesex

The forgoing instrument was acknowledged before me this 23rd day of December 20 20.

By Donald Gorman
(Name of ~~Clerk~~ ^{Secretary} of the Corporation)

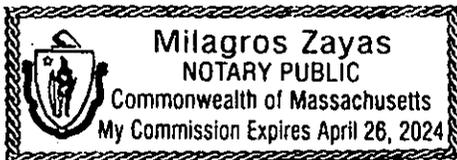
(NOTARY SEAL)

[Signature]
(Signature of ~~Clerk~~ ^{Secretary} of the Corporation)

23rd day of December 20 20.

[Signature]
(Notary Public/Justice of the Peace)

Commission Expires: April 26, 2024





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2020

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

PRODUCER		CONTACT NAME: James Berliner	
BERLINER-GELFAND & CO INC		PHONE (A/C, No, Ext): (203) 367-7704	FAX (A/C, No): (203) 333-0710
188 Main Street - Suite A		E-MAIL ADDRESS: Jim@BerlinerInsurance.com	
Monroe CT 06488		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Sentinel Insurance Co	NAIC # 11000
INSURED		INSURER B:	
Gorman Actuarial Inc.		INSURER C:	
210 Robert Rd		INSURER D:	
Marlborough MA 01752		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			31SBAZN8964	01/20/2021	01/20/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS (NON-OWNED AUTOS ONLY) <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER	CANCELLATION
New Hampshire Insurance Dept. 21 S Fruit St #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 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2020

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).

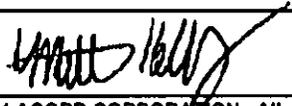
PRODUCER InsuranceBee Inc 2 Mill and Main Place Suite 425 Maynard, MA 01754	CONTACT NAME: Matthew Kelley
	PHONE (A/C No. Ext): 978.344.4200 FAX (A/C No): 1.888.217.5785 E-MAIL ADDRESS: contactus@insurancebee.com
INSURED Gorman Actuarial Inc 210 Robert Rd Marlborough MA 01752	INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Company NAIC # 24856
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability / Errors and Omissions			EO000030889-06	10/16/2020	10/16/2021	\$ 1,000,000 Each claim \$ 2,000,000 Aggregate

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

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

STANDARD EXHIBIT I

The Contractor identified as Gorman Actuarial, 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

[Signature]
Signature of Authorized Representative

Christopher Nicolopoulos
Name of Authorized Representative

Commissioner
Title of Authorized Representative

12/28/2020
Date

Gorman Actuarial, INC.
Name of the Contractor

[Signature]
Signature of Authorized Representative

Bela Gorman
Name of Authorized Representative

President
Title of Authorized Representative

12/23/2020
Date