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The State of New Hampshire
Insurance Department
21 South Fruit Street, Suite 14
Concord, NH 03301

David J. Bettencourt
Acting Commissioner

August 9, 2023

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 Public Consulting Group, LLC (VC#161843) of Boston, Massachusetts in the amount of $74,650 to review the NHID's network adequacy rule and propose changes to the rule as necessary (1) to ensure that the NHID's network adequacy review process is functioning optimally to achieve the purposes of the rule, and (2) to ensure that the NHID's approach to network adequacy will meet the federal stringency standard for states performing Plan Management and conducting their own network adequacy reviews, effective upon Governor and Council approval through May 31, 2024. 100% Federal Funds.

Funding is available in Fiscal Year 2024, in account State Flexibility-Cycle II Grant.

02-24-24-240010-32640000 - **State Flexibility-Cycle II Grant**

State FY	Class-Account	Class Title	Amount
2024	046-500464	Consultants	$74,650

EXPLANATION

With funding provided under the federal State Flexibility to Stabilize the Market (Cycle II) Grant Program, this contract would require the vendor to review the NHID's network adequacy rule and compare it to the Qualified Health Plan (QHP) network adequacy rule and standards recently promulgated by CMS. The Vendor will propose and draft changes to the NHID's rule as necessary (1) to ensure that the Agency's review process is functioning optimally to achieve the purposes of the rule, and (2) to ensure that New Hampshire's approach to network adequacy will

meet the federal stringency standard for Federally Facilitated Exchange (FFE) states performing Plan Management and conducting their own network adequacy reviews.

New Hampshire is an FFE state with the NHID currently performing Plan Management through its Life and Health Division. This includes certifying QHPs and providing oversight of issuers, including conducting prospective network adequacy reviews of QHP filers and network adequacy market conduct reviews of QHP issuers. New Hampshire's network adequacy rule, codified at N.H. Admin. R. Ins 2700, is unique among states in that it uses the state's All Payer Claims Database (APCD) to verify the nature and adequacy of a filer's provider network. It also uses service categories rather than provider categories to determine whether covered persons have reasonable and equitable access to care. The Agency seeks to preserve the advantages of this more objective and less provider centric approach while also revising and improving its network adequacy review process and making any changes to its rule that are necessary to ensure that New Hampshire's rule and approach is at least as stringent as the federal network adequacy standards established for QHPs.

Under this contract, the Vendor will produce a written assessment of New Hampshire's current approach to network adequacy with recommendations for improvements, produce a comprehensive, comparative analysis of New Hampshire's approach versus CMS's approach with recommendations on how to amend New Hampshire's approach to meet the stringency test, conduct a vetting of proposed changes with a stakeholder group assembled by the Agency, and produce a draft amendment to New Hampshire's network adequacy rule to implement any changes that have been recommended to the NHID and approved by the NHID.

The Request for Proposals for this project was drafted using the current New Hampshire DOJ template for RFPs and was posted on the NHID's website and sent to the Department's RFP distribution list on June 1, 2023. Four proposals were received. The proposals were evaluated by NHID staff familiar with the project and its goals using a scoring system described in the RFP.

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

Respectfully submitted,

David J. Bettencourt

Scoring of Proposals Received in Response to RFP 2023-3-NHID:

Alignment of State and Federal Network Adequacy Standards

Bid scoring meeting held on 7/18/2023.

NHID Reviewers: Alexander Feldvebel, Insurance Company Examiner IV

Michelle Heaton, Attorney IV

Jason Dexter, Director of Life and Health

RFP/VENDOR	Technical Expertise (30 points)	Qualifications and Experience (30 points)	Proposed Approach to the Project (30 points)	Bid Price-BUDGET AMOUNT	Price Proposal (10 points)	TOTAL SCORE (100 Points)	Ranking
RFP 2023-3-NHID: Alignment of State and Federal Network Adequacy Standards							
RIA	24	27	25	$75,000*	9	85	3rd
BerryDunn	27	29	28	$75,000**	8	92	2nd
PCG	28	29	28	$74,650	10	95	1st
Lewis & Ellis	25	24	25	$72,020	9	83	4th

*Bidder estimates costs at $71,125 but only commits to a not to exceed amount of $75,000.

**Bidder estimates costs at $81,275 but commits to a not to exceed amount of $75,000.

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Insurance Department 21 South Fruit Street, Suite 14 Concord, NH 03301	1.2 State Agency Address 21 South Fruit Street, Suite 14 Concord, NH 03301
1.3 Contractor Name Public Consulting Group, LLC	1.4 Contractor Address 148 State Street, 10th Floor Boston, MA 02109
1.5 Contractor Phone Number 617-717-1382 / 1.6 Account Unit and Class 02-24-24-240010-32640000-500464	1.7 Completion Date 5/31/2024 / 1.8 Price Limitation $74,650
1.9 Contracting Officer for State Agency Alexander K. Feldvebel, Examiner IV	1.10 State Agency Telephone Number (603) 271-2396
1.11 Contractor Signature Date: 8/3/2023	1.12 Name and Title of Contractor Signatory Thomas Aldridge, Shareholder & Associate Practice Area Director
1.13 State Agency Signature Date: 8/9/2023	1.14 Name and Title of State Agency Signatory David J. Bettencourt, Acting Commissioner New Hampshire Insurance Department
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Duncan A. Edgar On: August 10, 2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:	

Contractor Initials: TA
Date: 8/3/23

2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial 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 or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 with respect to the subject matter hereof.

Exhibit A:

Public Consulting Group LLC has no exceptions or modifications to the P-37.

Exhibit B: Scope of Services

Phase 1: Project Initiation and Planning (September 7 – September 21, 2023)
The project will begin with an initiation meeting with the New Hampshire Insurance Department project team members. The Engagement Manager and Policy and Data leads will outline the project's scope and objectives, define communication protocols, and plan the assessment. This phase will also involve initial data collection and tool identification.

Phase 2: Evaluation of New Hampshire's Network Adequacy Rule (September 25 – November 6, 2023)
The team will conduct a thorough analysis of New Hampshire's network adequacy regulation and the programming tool for prospective review of issuers' provider networks. They will evaluate whether the current rule is functioning optimally and measure its success metrics. The SAS tool's design and appropriateness for prospective reviews will also be examined during this phase, as well as the data elements that feed the tool. Initial findings will be summarized in a report with preliminary recommendations for improvements to the New Hampshire rule and tool.

Phase 3: Comparison with CMS Standards (October 15, 2023-November 22, 2023)
The team will compare New Hampshire's network adequacy rule and review process with CMS' approach as outlined in the 2023 Letter to Issuers and the HHS Proposed Notice of Benefit and Payment Parameters for 2023. This will identify areas of potential alignment and divergence. The result of this comparison will be a detailed report, testing of current system/ CMS tools, offering specific recommendations on aligning New Hampshire's approach with Federal standards while preserving its unique benefits. The team will consult with select CMS representatives to determine the preemption standard most likely to be applied by CMS going forward.

Phase 4: Facilitate NHID Decision-Making Regarding Adjustments to Network Adequacy and Tool (November 27, 2023-January 29, 2024)
The team will facilitate NHID's consideration of proposed changes to the rule and tool based on the findings from Phases 2 and 3. This will include regular meetings with NHID decision-makers and ongoing testing of the tool for changes considered to ensure the tool is optimized to the rule and policy goals. The result of this phase will be a final list of changes to be made to the rule and tool.

Phase 5: Rule Amendment Drafting and Tool Modification (January 29 – March 15, 2024)
Based on Department-approved recommendations and consideration of stakeholder feedback, the team will draft amendments to New Hampshire's network adequacy rule. They will also make programming changes to the prospective review tool to align with proposed rule changes and do final testing to ensure optimization. A written explanation of the amendments will be prepared, sufficient for the Department's use in the rulemaking process.

Phase 6: Stakeholder Engagement and Vetting of Changes (February 12, 2024 – February 23, 2024)
The team will share the findings and recommendations for a stakeholder meeting convened by the Agency. The project team will work closely with the stakeholder group to vet proposed changes and ensure the alignment of local and Federal regulations, without losing the consumer benefits of the current New Hampshire approach.

Phase 7: Final Report Preparation and Presentation (March 18 – March 29, 2024)
The final report, encompassing all findings, stakeholder feedback, recommendations, and proposed rule amendments, will be prepared during this phase. The project's conclusion will be marked with a presentation to New Hampshire State entities, where the team will discuss the project's findings, recommendations, and the future roadmap.

NHID Alignment of State and Federal Network Adequacy Standards

Fixed Price Deliverables					
Deliverables	**Description**	**Performance Period**	**Draft High-Level Timeline Assumptions**	**Staff**	**Total Cost for Deliverable**
Assessment of NH Network Adequacy Regulation & Tool	*Written assessment of New Hampshire's network adequacy regulation and programming tool. Assessment will include:* *• Recommendations for improvement to the New Hampshire rule and tool outside of the recommendations necessary to achieve federal alignment* *• Recommendations addressing network transparency and changes that will facilitate market conduct reviews of in-force networks.* *• Comparison of the NH approach to the approach that CMS has put forward in their effort to ensure that states that have assumed the Plan Management function are adequately reviewing networks as a part of their QHP review.* *• Provide alignment recommendations aimed at avoiding federal preemption but, to the greatest extent practicable, without losing the consumer benefits of the current New Hampshire approach.* *• Testing to ensure the current tool is sufficiently calculating adequacy, and QI of data/ comparisons to federal template data, if necessary for comparison purposes*	*Our assumption is the assessment, comparison, and alignment deliverables in this scope section will span the length of the contract. The final recommendations are contingent on work done during the stakeholder engagement section and thus we will continue to finalize the NA tool recommendations until the completion of the project.* *Work performed will occur September 2023-March 2024.*	*High-level Timeline Assumptions, to be finalized upon project kickoff* *• Initial Assessment of NH Tool - 30 days post contract execution* *• Discussion of Initial Findings/Assessment with project leadership- August 2023* *• Initial proposed alignment recommendations to NHID- September 2023* *• Incorporate feedback from stakeholder engagement into recommendations- November - December 2023* *• Finalize the alignment recommendations- January- February 2024*	**Anubhav Saha, Lisa Kaplan Howe, Margot Sharp, Margot Thistle**	**$55,000.00**

Stakeholder Engagement and Outreach	*Deliverables Include:* *• Identifying, facilitating, and convening a stakeholder meeting to recommend changes to the NH NA rule, craft policy recommendations, and draft rule amendments as necessary to implement any recommended changes approved by the Agency that would reconcile the NH & federal standards.* *• Oversee and draft changes to New Hampshire's prospective review tool that may be necessary to align the tool with the proposed rule changes.* *• Produce presentations or accompanying documentation of the amendments to the rule sufficient for the Agency's use in the rulemaking process, including any presentations that may be needed for the legislature, hearings or stakeholder meetings. prospective review tool necessary to align the tool with the proposed rule changes and producing a written explication of the amendments to the rule sufficient for the Agency's use in the rulemaking process.*	*Work performed will occur October 2023-March 2024.*	*High-level Timeline Assumptions, to be finalized upon project kickoff* *• Identify key stakeholders/ develop stakeholder matrix- August 2023* *• Stakeholder Engagement Sessions (we anticipate 2-3 meetings will be needed, but can finalize this during project kickoff)- September 2023 – November 2023* *• Final report & recommendation presentation to key stakeholder prior to rulemaking/ amendments – December 2023*	Lisa Kaplan Howe, Margot Sharp, Kaitlyn Crone	$15,000.00
Project Management	*Deliverables Include:* *• Project Kickoff Meeting, with weekly/ bi-weekly check in meetings, as determined by NHID project leadership* *• Invoice/Monthly Project Status Reports*	*Work performed will occur September 2023-March 2024.*	*• Project Kickoff Meeting, including detailed draft workplan will occur within 2 weeks of contract approval and execution.* *• Weekly Status Meetings* *• Monthly Status Reports*	Kaitlyn Crone, Margot Thistle	$4,650.00
Total					$74,650.00

PCG—Exhibit B
Network Adequacy Alignment

Contractor initials: TA
Date: 8-3-2023

Agreement with Public Consulting Group, LLC
Alignment of State and Federal Network Adequacy Standards

Exhibit C:
Payment Terms

Services will be billed at the rates set forth in the below table, not to exceed the total contract price of $74,650.

PCG will submit invoices to the New Hampshire Insurance Department on a monthly basis. Invoices will contain the total number of hours and corresponding labor charges for each member of the PCG team and PCG's subcontractors for the preceding calendar month. Invoices will be submitted electronically.

Name	Role	Bill Rate FY 23
Margot Thistle	Engagment Manager	$330.00
Kaitlyn Crone	Project Manager	$250.00
Lisa Kaplan-Howe	Legal/Regulatory Lead	$275.00
Anubhav Saha	Data Specialist	$190.00
Margo Sharp	Policy Analyst	$200.00

Contractor initials: TA
Date: 8/10/23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PUBLIC CONSULTING GROUP LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on January 30, 1987. 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: **104752**

Certificate Number: **0006290216**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of August A.D. 2023.

David M. Scanlan

Secretary of State

CERTIFICATE OF SIGNATURE AUTHORITY

The undersigned Mark R. Kmetz, Assistant Secretary of Public Consulting Group LLC, a Delaware limited liability company (hereinafter "the Company"), does hereby certify that Thomas Aldridge, an Associate Practice Area Director for the Company, is authorized to execute on behalf of the Company the contract awarded from RFP 2023-3-NHID, Alignment of State and Federal Adequacy Standards, and all other required associated documents, pursuant to authority confirmed by the Company Board of Managers at a meeting held in Annapolis, Maryland, on May 17, 2023, and that such authority has not subsequently been amended or modified, and continues to be in full force and effect as of this date.

IN WITNESS WHEREOF, the undersigned officer has executed this Certificate on this 2nd day of August 2023.

Mark Kmetz

Mark R. Kmetz
Assistant Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/29/2023

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
Hays Companies, Inc.
980 Washington St., Suite 325
Dedham MA 02026

CONTACT NAME: Adrienne Kisonas
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: Adrienne.Kisonas@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great Northern Insurance Company	20303
INSURER B: Federal Insurance Company	20281
INSURER C: Allied World National Assurance Company	10690
INSURER D: ACE American Insurance Company	22667
INSURER E:	
INSURER F:	

INSURED
Public Consulting Group LLC
Attn: Michael Marotta
148 State St., 10th Floor
Boston MA 02109

COVERAGES CERTIFICATE NUMBER: 23-24 GL Auto WC UMB 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			35855036	4/1/2023	4/1/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Included
							Employee Benefits	$ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			73540440	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB / OCCUR EXCESS LIAB / X CLAIMS-MADE DED / X RETENTION $ 10,000			0311-2674	4/1/2023	4/1/2024	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		71724811	4/1/2023	4/1/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional/Cyber Liability/ Technology E&O: Claims Made			D97157753	4/1/2023	4/1/2024	Each Claim/Aggregate:	$10,000,000
							Retention:	$500,000

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

CERTIFICATE HOLDER

NH Insurance Department.
New Hampshire Insurance Department,
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

James Hays/MYLANA

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