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

David J. Bettencourt
Commissioner

Keith E. Nyhan
Deputy Commissioner

April 18, 2025

Her Excellency, Governor Kelly A. Ayotte
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 Wakely Consulting Services, LLC (Vendor #219189) of Okemos, Michigan, in the amount of $265,055 for the purpose of studying access to women's health services, particularly postpartum care, and to explore fiscally responsible options for expanding coverage within New Hampshire's Essential Health Benefit benchmark plan. The contract shall be effective upon approval by the Governor and Executive Council through September 19, 2026. **100% Federal Funds.**

Funding is available in Fiscal Year 2025 under the "Expanding Access to Women's Health Grant", and anticipated to continue into Fiscal Year 2026, contingent upon future appropriations. The Department requests the ability to adjust encumbrances between fiscal years within the contract's price limitation with the authority to the Budget Office, if needed and justified.

	FY2025	FY2026
02-24-24-240010-42590000-Women's Health Grant 046-500464 – Consultants	$75,000	$190,055
	TOTAL	**$265,055**

EXPLANATION

After a highly competitive bid process, this vendor was selected based on their significant experience in policy analysis and improvement, as well as their technical expertise in working with states on Essential Health Benefits (EHB) benchmark plan actuarial analysis and successful update applications. With Wakely's pricing composite ranking among the best of all bidders, coupled with their deep understanding of women's health access and coverage issues, the NHID is confident in the value this vendor will bring to this important work. Of note, out of the 13 submitted, only one proposal was received from a New Hampshire vendor.

The purpose of this contract is to study access to women's health services—particularly postpartum care—and to explore fiscally responsible options for expanding coverage within New Hampshire's Essential Health Benefit benchmark plan. The contract shall become effective upon approval by the Governor and Executive Council and run through September 19, 2026. Funding is provided entirely through federal dollars. Funding is available in Fiscal Year 2025 under the "Expanding Access to Women's Health Grant," and anticipated to continue into Fiscal Year 2026, contingent upon future appropriations.

Our society flourishes when individuals are empowered with knowledge and access to the tools necessary for personal well-being—and that includes access to quality health care, especially in vulnerable periods such as the postpartum phase. The family is the first and most vital institution in a healthy society. Ensuring that mothers have access to effective postpartum care is not only humane—it is economically prudent. Healthy mothers lead to healthier families, more stable labor participation, and reduced long-term dependency on public systems.

With funding provided under the federal Expanding Access to Women's Health Grant Program (CMS-2R2-24-001), this contract will allow the Department to engage Wakely Consulting Services to:

1. Study women's health service access issues in New Hampshire, with emphasis on those related to postpartum care, and develop recommendations for targeted improvements. These may include regulatory approaches, as well as outreach and education initiatives to help individuals understand and better utilize existing coverage options.

2. Evaluate and present options for broadening coverage under the state's EHB benchmark plan in ways that address documented access barriers. This will include the actuarial analyses and certifications required to submit a formal plan amendment request to the Centers for Medicare and Medicaid Services (CMS) under 45 CFR §156.111(e)(2).

This project does not seek to expand government but rather to ensure that our existing insurance frameworks operate in a manner consistent with market principles: efficiency, fairness, and informed choice.

The Department respectfully requests your approval of this contract and your support in ensuring that New Hampshire mothers and families have access to the care they need—when they need it most.

Respectfully submitted,

David J. Bettencourt
Commissioner

Bid scoring meetings held on 3/19/2025 and 3/21/2025

NHID Reviewers: Alexander Feldvebel, Insurance Company Examiner IV

Michelle Heaton, Director of Life and Health

Jason Aziz, Director of Health Economics

Leigh Curtis, Health Insurance Reform Coordinator

DHHS Reviewer: Patricia Tilley, Associate Commissioner

RFP 2025-1-NHID:
Study of Women's Health Services Access Issues And Options For Broadening Coverage for Women's Health Services In New Hampshire's EHB Benchmark Plan

VENDOR NAME	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)	RANK
Health Management Associates/Wakely	30	30	29	$265,055	10	99	1
Manatt Health Strategies	30	28	30	$274,947.11	7	95	2
NORC	30	26	28	$274,906	9	93	3
Freedman HealthCare	30	26	25	$274,805	10	91	4
PCG	28	25	26	$268,500	10	89	5
Deloitte	28	25	25	$251,960	9	87	6
Univ of New Hampshire	25	25	27	$270,316	5	82	7
BerryDunn	28	25	22	$274,300	7	82	8

VENDOR NAME	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)	RANK
Examination Resources	25	20	22	$238,620	7	74	**9**
Regulatory Insurance Advisors	24	20	22	$271,079	5	71	**10**
Tury Research Institute	20	20	20	$275,000	5	65	**11**
Optimizing Foundations	20	18	20	$262,500	7	65	**12**
ZignaAnalytics	15	15	15	$235,250	5	50	**13**

FORM NUMBER P-37 (version 2/23/2023)

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		1.2 State Agency Address 21 South Fruit Street, Suite 14 Concord, NH 03301	
1.3 Contractor Name Wakely Consulting Group, LLC, a Delaware limited liability company d/b/a Wakely Consulting Group, an HMA Company, including its affiliates, subsidiaries, and/or parent company(ies)		1.4 Contractor Address 2501Woodlake Cir, Ste 100, Okemos,Michigan 48864	
1.5 Contractor Phone Number 727-259-7465	1.6 Account Unit and Class 02-24-24-240010-42590000-500464	1.7 Completion Date 9/19/2026	1.8 Price Limitation $265,055
1.9 Contracting Officer for State Agency Michelle Heaton, Director of Life and Health		1.10 State Agency Telephone Number 603-271-2261	
1.11 Contractor Signature DocuSigned by: Kelsey Stevens 7145446006CC454... Date: May 7, 2025		1.12 Name and Title of Contractor Signatory Kelsey Stevens, Chief Executive Officer	
1.13 D.J. Bettencourt Date: May 7, 2025		1.14 Name and Title of State Agency Signatory David J. Bettencourt, Commissioner	
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: Christopher Bond On: 5/8/25			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS KS
Date May 7, 2025

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.

DS
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Contractor Initials_____

Date May 7, 2025

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.

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Date May 7, 2025

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.

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Contractor Initials
Date May 7, 2025

Agreement with Wakely Consulting Group, LLC, a Delaware limited liability company d/b/a Wakely Consulting Group, an HMA Company, including its affiliates, subsidiaries, and/or parent company(ies)

Study of Women's Health Services Access Issues
And Options for Broadening Coverage for Women's Health Services
In New Hampshire's EHB Benchmark Plan

Exhibit A:
Special Provisions – Modifications, Additions, and/or Deletions to Form P-37

I. *Ownership and Use of Documents.* All work product, reports, work papers, records, files, documents, schedules, computations, data, and correspondence created by or in the possession or control of Contractor or its sub-consultants and related to the Scope of Services to be provided, including those in electronic format, whether complete or incomplete, shall be the exclusive property of the Department.

II. *Security and Confidentiality:* Contractor and its sub-consultants shall comply fully with all security procedures of the Department (or that bind the Department) in performance of this agreement. With respect to any information supplied in connection with this Agreement and designated as confidential, or which Contractor and its sub-consultants should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure, Contractor and its sub-consultants agrees to protect the confidential information in a reasonable and appropriate manner, and use and reproduce the confidential information only as necessary to perform its obligations under this Agreement and for no other purpose. Without express written consent of the Department, Contractor and its sub-consultants shall not divulge to third parties any confidential information obtained by Contractor or its agents, sub-consultants, officers, or employees in the course of performing work under this Agreement and/or the Scope of Services, including but not limited to security procedures, business operations information, or commercial proprietary information in the possession of the Department. To ensure confidentiality, Contractor shall take appropriate steps as to its personnel, agents, peer reviewer(s), and sub-contractors. Contract shall comply with the terms of the Data Share Agreement in Exhibit D. The provisions of this paragraph shall survive this Agreement.

III. *Public Records:* Contractor and its sub-consultants shall consult with the Department and obtain Department approval before disclosure of any records except as expressly provided for in this Agreement and the Scope of Services. If Contractor or its sub-consultants receives a request for records or a subpoena, Contractor shall furnish copies

Contractor initials: DS
Date: April 16, 2025 | 10:

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of the request and of any records in its possession and its sub-consultants possession that are responsive to the request to the Department. The Department will either defend the request or produce any public records or subpoenaed records to the requesting party, if any of the records are determined to be subject to disclosure. In the event that a judge in a court of competent jurisdiction orders Contractor or its sub-consultants to produce records in its possession directly to a court or other party, Contractor and its sub-consultants shall comply with the order and shall furnish a copy of any records produced to the Department.

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Exhibit B - Scope of Services

Approach to Project

Phase 1

HMA staff[1] have been closely involved in state efforts to track, analyze, and expand access to women's healthcare services. We will use our experience helping clients navigate this process to support New Hampshire's review of coverage policies. In addition, HMA and Wakely have developed multiple tools to conduct cost benefit analyses, assess compliance, and track federal and state healthcare policies and trends in real time. This expertise and set of tools will enable us to advise the New Hampshire Insurance Department (NHID) on best practices and identify opportunities to align state goals with coverage options that remove barriers to care. Our proposed team for Phase 1 will be led by Rebecca Kellenberg who brings over 20 years of experience analyzing access to health care generally and comprehensive women's health care coverage and policy. Julie Rabinovitz and Diana Rodin bring decades of health coverage, reimbursement and provider access expertise to this project with specific experience leading clinics that provide comprehensive women's health care and analyzing policy barriers to accessing care.

Task 1: Landscape Scan

HMA will review publicly available information on major national and state resources including nationally recognized policy resources and our own work that HMA has completed through funding from Arnold Ventures. We will leverage peer reviewed articles, grey literature, and policy reports to summarize the current status of access to women's health services and maternal health services. Our review will include the identification of current barriers to access and examples of policy and coverage options that have demonstrated improvements in access. We will compare these policies to national standards, regulations, and guidelines promulgated by the professional associations such as American College of Obstetricians and Gynecologists, ACA, Medicaid regulations, and other Department of Health and Human Service guidelines provided by Office of Population Affairs, Centers for Disease Control, and Health Resources and Services Administration. We will also conduct a literature review of the field's most prominent peer-reviewed journals such as American Journal of Obstetrics and Gynecology and Reproductive Health; as well as publicly available reports and grey literature from policy and research organizations such as Guttmacher Institute, Kaiser Family Foundation, and American Society for Reproductive Medicine.

Task 2: Qualitative Research on Women's Health Care Access in NH

To inform our assessment of access barriers and identify future strategies and regulatory initiatives to address identified barriers, the HMA team will obtain stakeholder feedback through key informant interviews and consumer focus groups. HMA will work with NHID to identify key informants' representative of health plans, providers, consumers, advocates, and thought leaders. These individuals may represent national organizations or New Hampshire-based organizations but will emphasize local expertise to identify needs and issues specific to New Hampshire. We will conduct one-on-one structured interviews virtually with 12-15 key informants with interview guides developed and sent to interviewees in advance. The goal of these

[1] Under this project Wakely, an HMA company, serves as the direct contractor while other HMA staff will contribute pursuant to HMA's inter-affiliate agreements.

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interviews will be to both understand the current landscape of best practices and assess where

New Hampshire lies in comparison to these benchmarks. We will also work with NHID to identify and recruit focus group participants from a cohort of individuals who receive comprehensive reproductive health and/or maternal health services through covered NHID approved carriers. We propose holding three focus groups – two in an urban area and one in a more rural community. The goal of our focus groups will be to identify the causes of access barriers, which may be related to health insurance coverage, communication/education issues, failures in the delivery system, established, historical patterns of accessing care, or other factors.

Task 3: Quantitative Research

Consumer Survey. HMA proposes developing a survey targeting consumers of comprehensive women's health care including maternal health care to gain a broad perspective of barriers to accessing care, gaps in service coverage, and any other experience related to these health care services that can inform future policy improvements. We will use Qualtrics online survey tool and deploy the survey statewide in coordination with NHID and identified partners. Questions will be brief, with a mix of multiple-choice, matrix, and short-response questions, and will be informed by findings from the landscape analysis and initial key informant interviews to target specific service needs that warrant further exploration. Questions will also inquire about respondents' experience with services to understand met and unmet needs. These surveys will also include demographic questions to tie findings to their community contexts.

Document review. The HMA team will review one example of each - large group, small group, and individual major medical health insurance plans - using plan documents as provided by NHID. For each plan, we will review plan documents including summaries of benefits and coverage, formularies, medical necessity and clinical policies, provider network access policies, cost sharing policies, and other relevant materials. Our review will assess the following:

- Review of Summary of Benefits and Coverage Statements for information including, but not limited to:
  - Coverage of preventive care and all reproductive healthcare, including all FDA-approved contraceptive methods and visits
  - Clear statements on services that are covered with no cost-sharing
  - Overall compliance with ACA's preventive services mandate and state specific mandates
- Review of medical necessity and clinical policies for information including, but not limited to:
  - Definitions of medical necessity and how they apply to reproductive healthcare services including contraception
  - Prior authorization requirements for specific contraceptive methods and other reproductive healthcare services
  - Limitations on quantity and/or frequency of dispensing
  - Exceptions for medical conditions that necessitate alternate contraceptive methods and/or alternate medical treatment
- Examine provider networks and access for information including, but not limited to:
  - Adequacy of provider networks offering reproductive health services including contraceptive services, obstetrician-gynecologists, family practice, and primary care
  - Availability of telehealth or mail-order contraceptive services
  - Coverage of out-of-network services

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Task 4: Report with Recommendations

HMA will integrate information from survey data, document reviews, interviews, and focus groups to provide a nuanced and triangulated picture of best practices across states for meaningful coverage of women's health services including perinatal care generally, access to doulas, mental health and SUD screenings and treatment (including screenings and care for perinatal mood and anxiety disorder), reproductive health, breast and cervical cancer screenings and treatment, menopause support services, chronic disease management, and geographical and socioeconomic barriers to care. HMA will develop a draft reader-friendly slide deck that summarizes our research and analysis findings. We will facilitate a Zoom meeting to present the findings to NHID for review and discussion.

HMA will then develop a draft report that synthesizes the findings from the background research and coverage landscape analysis including the current status of women's health access, identified barriers to access or inequities in coverage for women's health services (including preventive care, reproductive care, and contraception), best practices, recommendations, and policy opportunities. The report will also document and report on trends, identified through our review of the health plan documents with findings aggregated across each market. We will compile a key set of "best practices" that are critical or particularly beneficial to quality and access, along with considerations for state insurance regulators. This will be based primarily on our review of New Hampshire and national large group, small group, and individual major medical health insurance plan documents/materials/formularies and supporting medical necessity and clinical policies, generally recognized independent standards of current medical practice, clinical guidelines and best practices, and other independent, peer-reviewed medical literature or research, studies, research, and reports. We will also provide recommended outreach language and messaging for the NHID to consider for future public outreach efforts based on issues identified in review and analysis.

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Phase 2

Through previous work and ongoing conversations with CMS, Wakely has established and refined a robust project plan for analyzing proposed EHBs changes and in satisfying all CMS and regulatory requirements. This high-level project plan and timeline is provided in Tasks 1 through 6 and the **Exhibit 1** work plan timeline that follows.

While Wakely anticipates following a similar project plan for New Hampshire we are also willing and able to modify the project plan as appropriate based on discussions. Wakely will provide a detailed project plan in the first week after the contracts are executed and after Wakely has confirmed the scope of work with the State.

Task 1 – Initial Meeting and Project Planning

Wakely will meet with the New Hampshire Insurance Department promptly after contract execution to confirm the project plan and timeline. The project plan provided here and after contract execution will detail the steps Wakely shall take to meet the deliverables and deadlines required under this Scope of Work. Wakely recognizes the interaction between Phase 1 and 2 of this RFP and can adapt the timeline of Phase 2 based on NHID'spreference and the timing and findings of Phase 1.

Task 2 – EHB Landscape Analysis

Wakely will compile and present information regarding the national ACA EHB landscape. This will include recent changes to states' EHB benchmark plans since 2020, a comparison of New Hampshire's current EHB BMP to target states (e.g. states in the New England region and other peer states in terms of size, demographics, and with similar policies and goals), and identify any major differences (i.e. gaps) between NH's EHB BMP and the target states and national EHB benchmark plan offerings. Wakely's prior EHB analyses with the State of Vermont and other states includes detailed analysis of the New Hampshire EHB BMP plan document and benefit offerings. The analysis will also incorporate ongoing findings from Phase 1 of the RFP. The analysis will include both medical and pharmacy benefits.

Wakely will present the findings of this analysis, in addition to an overview and background on the EHB BMP application process in a PowerPoint format. Wakely recommends having this presentation be a public stakeholder meeting to inform the public about the potential application and its process.

Task 3 – Federal Regulations and Typicality Test

An EHB BMP application must comply with federal regulations – namely the Typicality Test. The Typicality Test effectively places a ceiling, or maximum richness, of a state's benchmark plan. The ceiling is set based on the richest plan out of a set of comparison plans as set forth in CFR 156.111.b.i.B[2].

Wakely will identify the richest plan by conducting a benefit analysis between the comparison plans based on the associated plan documents. Once Wakely identifies the richest plan, Wakely shall then compare the benefits to New Hampshire's current benchmark plan for purposes of the Typicality Test. The net difference in benefits identified effectively places a ceiling, or maximum richness, on the net benefits that could be added to the current benchmark plan. This is often colloquially referred to as "the room" available to increase net benefits or "the ceiling."

[2] https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-B/part-156/subpart-B/section-156.111

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Wakely will request the NH Department of Insurance assistance in collection of the necessary NH small group and large group plan documents from the associated plan sponsors. Wakely requests these plan documents be provided as soon as possible to support the provided project timeline.

The benefit pricing methodology will be described in Task 4.

Wakely will present these results in a PowerPoint presentation with a supporting Excel table by July 31, 2025.

Task 4 – Pricing of Benefits

Wakely shall price a reasonable set of benefits (typically three to ten benefits) that are being considered for addition to the benchmark plan. This analysis shall include the allowed cost differential (as required by CMS regulation) for each benefit option between the current benchmark plan and proposed benefit.

Wakely intends for the NHIDto provide a list of the benefits to be priced, alongside benefit descriptions. Wakely shall also assist in identifying other potential benefits through comparisons with other states' benchmark plans and health plan products in New Hampshire (from Tasks 2 and 3) and potentially input from stakeholders. Wakely has conducted various forms of stakeholder meetings and discussions across their previous and ongoing six EHB benchmark plan applications. Wakely requests the final list of benefits and their associated descriptions by June 15th, 2025. While benefits can be priced after this date, the timing of subsequent Tasks may be affected.

To estimate the marginal cost of the benefit additions, Wakely will use a combination of the New Hampshire Comprehensive Health Care Information System (CHIS) all payer claims database, proprietary Wakely internal databases (WIDs) that include ACA data and large group commercial data. Wakely has worked with several states' all payers claims database and is well equipped to efficiently obtain, store, and use the data effectively from this experience. Wakely also has extensive experience with issuing data calls from issuers if needed.

Where sufficient and credible data exists, Wakely will use relevant ACA data. For benefits where credible ACA data is not available, Wakely will use Large Group data or use a first principle pricing approach using publicly available data, assumptions, and actuarial judgement. Wakely's ACA data, while not state-specific, does contain regional (i.e. northeastern) data that allows for refined pricing estimates. Wakely will also adjust the data to New Hampshire's anticipated membership mix and other adjustments necessary for accurate pricing.

If an in vitro fertilization (IVF) benefit was being considered, for example, Wakely would employ the following methodology:

- The CHIS and Wakely's WIDs would be queried to obtain costs in the underlying ACA data. As needed, other industry data and public sources would be queried.
- Wakely would break out key components of the benefit such as fertilization drugs, extraction, storage, testing, donor sperm and eggs, embryo transfers, and surrogacy. This will allow for analysis and understanding of cost at each benefit component to help understand cost drivers and construct an IVF benefit that aligns with NH's members' needs.
- Pricing would be adjusted to account for membership, utilization, unit cost, and other differences between the manual data and New Hampshire's expected membership mix.
- Other data sources including Large Group data, other states' EHB applications, industry studies, and other public information would be gathered to ensure reasonableness.

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- Cost estimate ranges would then be provided for the desired IVF benefit options.

This benefit pricing approach will also be used in Task 3 when comparing benefits across the comparison plans used in the Typicality Test.

Wakely's methodology has been refined and reviewed over the course of their prior EHB applications and continued conversations with CMS. This allows for efficient pricing and assurance the methodology will be accepted by CMS.

Wakely will present the results of the benefit analysis in an Excel table including the benefit, benefit description, and the marginal allowed cost pricing range estimate.

Task 5 – Selecting a New Benchmark Plan

Wakely shall prepare, with input from the NHID, several feasible new EHB benchmark plan options and in compliance with federal regulations (i.e. the Typicality Test). This analysis shall include the cost differential for each option and an estimation of the allowed cost associated with changing the benefit requirements.

Wakely shall present the options for the new benchmark plan to the NHID and other stakeholders as requested. Wakely agrees to have one in person visit and up to four virtual meetings. Wakely will also support the NHIDwith communication to CMS to inform them of the state's EHB intentions and discuss any concerns.

Wakely requires the new benchmark plan to be defined by September 15, 2025, to meet the subsequent tasks' timeline.

Task 6 – EHB Application

Wakely shall create the actuarial report and supporting actuarial documentation necessary to support the EHB BMP application to CMS. Wakely shall also review the current EHB plan document to identify discriminatory language and other high-level recommendations regarding the plan document based on prior experience. Wakely shall assist the NHIDwith submitting the application to CMS. If directed or requested by CMS, Wakely shall revise the application as necessary.

Wakely can create the EHB BMP formulary drug list and incorporate any changes as a result of the EHB BMP application. CMS has varied their preferred approach for submitting the EHB BMP formulary drag within the past two years. Wakely is well equipped to submit the formulary drug list in compliance with CMS preferences and can adapt to changes in their preference.

Given the non-actuarial and legal nature of the detailed plan document, Wakely recommends the NHIDcomplete the new EHB BMP plan document. Wakely will provide support in preparation of the document including other states' plan documents and insights from ongoing conversations with CMS. If preferred, Wakely can complete the detailed plan document.

Workplan and Timeline for Phases 1 and 2

Exhibit 1 presents Wakely's proposed workplan and timeline for Phase 1.

EXHIBIT 1. WORKPLAN AND TIMELINE FOR PHASE 1

	2025								
Proposed Timeline/Activities	A	M	J	J	A	S	O	N	D
Phase 1–Task 1: Landscape Scan									
Landscape Analysis Research	■	■	■						

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Proposed Timeline/Activities	2025								
	A	M	J	J	A	S	O	N	D
Phase 1–Task 2: Qualitative Research on Women's Health Care Access in NH									
Key Informant Interviews			■	■					
Focus Groups					■	■			
Phase 1–Task 3: Quantitative Research									
Consumer Survey						■			
Document Review						■	■		
Phase 1–Task 4: Report with Recommendations									
Draft Report and Recommendations							■	■	
Final Report and Recommendations								■	■

Exhibit 2 presents Wakely's proposed workplan and timeline for Phase 2. Wakely and HMA will work with the NHID to finalize this workplan and timeline in their initial meeting kick off and project planning call promptly after contract execution.

EXHIBIT 2. PHASE 2 – ESSENTIAL HEALTH BENEFIT ANALYSIS AND APPLICATION

Proposed Timeline Activities	2025									2026								
	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S
Task 1 - Initial Meeting and Project Planning	■																	
Task 2 - EHB Landscape																		
National EHB Landscape		■	■															
Current EHB Analysis		■	■	■														
Presentation of Results (Stakeholder Meeting)				■														
Task 3 - Typicality Test (Max Richness)																		
Compile and Review Plan Documents			■															
Analyze Benefit Allowance for Typicality Test			■	■	■													
Presentation of Results					■													
Task 4 - Benefit Pricing																		
Provide List of Benefits to Price					■	■	■											
Price Potential Benefit Additions						■	■	■	■	■								
Create Potential Benefit Pathways										■								

Contractor initials DS KS
Date April 16, 2025 | 1

Docusign Envelope ID: 5C06CEF8-7EFA-4FF8-92E1-06A198BC2235

Proposed Timeline Activities	2025									2026								
	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S
Presentation of Results (Stakeholder Meeting)										■								
Task 5 - EHB Pathways and Final Selection																		
Discussion to Finalize Benchmark Plan										■	■							
Presentation of Final EHB to Stakeholders											■							
Task 6 - CMS Application																		
Prepare Actuarial Report											■	■						
Presentation of Results												■						
* Detailed EHB Plan Document Curation											■	■						
* CMS Report Prep												■						
* Public Comment Period													■					
* CMS Submission														■				
* CMS Review and Questions															■	■	■	■

Legend:

- **Suggested Presentation to Stakeholders (Public)**
- **NHID Task**
- **CMS Review – Expected August – October 2026**

Hour Allotment

Exhibit 1 presents our price proposal.

Wakely
An HMA Company

EXHIBIT 1. PRICE PROPOSAL

Name	Hourly Rate	Hours Expected	Anticipated Cost (Rate x Hours)
Matt Sauter	$555	60	$33,300
Julie Rabinovitz	$450	63	$28,350
Rebecca Kellenberg	$450	95	$42,750
Diana Rodin	$405	120	$48,600
Jenna Hegeman	$320	115	$36,800
Steven Helgeson	$225	150	$33,750
Hannah Savage	$250	95	$23,750
Michael Cohen	$620	15	$9,300
Labor Subtotal:	$360	713	$256,600
Travel and Miscellaneous Expenses			
Travel Expenses (travel labor, airfare, mileage, parking, lodging, meals, etc.)			$7,705
Incentives for focus group participation			$750
Travel and Miscellaneous Expenses Subtotal:			$8,455
Do Not Exceed Total Cost:	$265,055		

Payment Arrangement
We note that while the above represents Wakely's best estimate of hour allotment by individual, Exhibit C presents a fixed fee arrangement. Wakely is amenable to a time and expense or a fixed fee payment arrangement.

DS
Contractor initials KS
Date April 16, 2025

Exhibit C - Payment Terms

Expected timeline and fixed fee payment amount by Phase and Task

All due dates for fixed fees shall be subsequent to Governor and Council approval of the contract.

Phase 1 = Comprehensive Reproductive Health Landscape and Qualitative Analysis of Barriers to Care

Task	Description	Deadline	Fixed Fee
Task 1	Initial Project Planning	4/30/2025	$14,700
Task 2	Landscape Scan	5/15/2025	$23,000
Task 3	Qualitative Research- Key informant interviews and focus groups	9/12/2025	$50,955
Task 4	Quantitative Research - Consumer Survey and Document Review	10/31/2025	$43,390
Task 5	Recommendations Report	12/15/2025	$23,010
	Total		**$155,055**

Phase 2 - Essential Health Benefit Analysis and Application

Task	Description	Deadline	Fixed Fee
Task 1	Initial Project Planning	6/15/2025	N/A
Task 2	EHB Landscape	7/1/2025	$15,000
Task 3	Typicality Test	8/1/2025	$40,000
Task 4.1	Benefit Pricing - Phase 1	8/15/2025	$20,000
Task 4.2	Benefit Pricing - Phase 2	1/15/2026	$20,000
Task 5	EHB Pathways and Final Selection	1/15/2026	$5,000
Task 6	CMS Application	4/1/2026	$10,000
	Total		**$110,000**

DS

Contractor initials: KS

Date: April 16, 2025

Exhibit D:
Data Share Agreement

To complete the scope of services as outline in Exhibit B of the Agreement, New Hampshire Insurance Department (NHID) will provide Contractor with confidential data obtained from the New Hampshire Comprehensive Health Care Information System (CHIS). This Data Sharing Agreement (DSA) establishes the terms, conditions, safeguards, and procedures under which the NHID agrees to provide the CHIS data.

1. Contractor understands that the CHIS data may include confidential information that is protected from disclosure by state and federal laws.

2. Contractor shall not use, disclose, maintain or transmit data except as reasonably necessary to provide the services outlined under Exhibit B of the Agreement.

3. Contractor shall make reasonable efforts in accordance with industry-accepted standards to protect the confidential nature of all data provided.

4. Contractor shall ensure all employees and subcontractors that have access to the confidential data have been trained in safeguarding the confidentiality and security of the confidential data.

5. Contractor shall require any employees or subcontractors that receive, use, or have access to the data under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use of the data as contained herein, including the duty to return or destroy the data.

6. Contractor shall not disclose or make use of the identity, financial or health information of any person or establishment discovered inadvertently.

7. Contractor shall take reasonable steps to monitor the security of the confidential data and shall report any breached in confidentiality *immediately* to NHID.

8. Contractor agrees that it has the duty to protect and maintain the privacy and security of confidential data and information, and that duty must continue in full force and effect until such data is returned and/or destroyed. For any such data that return/destruction is not feasible, the privacy and security requirements of this DSA must survive the termination or expiration of this DSA or term of continued use.

9. Contractor shall only retain the CHIS data and any derivative of the data for the duration of this Agreement. After such time, Contractor shall have 30 days to return or destroy the data and any derivative in whatever form it

Contractor initials: KS
Date: April 9, 2025 | 2:1

may exist, unless, otherwise required by law or permitted under this Agreement. If return or destruction is not feasible, or the disposition of the data has been otherwise agreed to in the Agreement, Contractor shall continue to protect such information in accordance with the Agreement for so long as Contractor maintains such data.

10. Contractor shall document in writing the date and time of the data destruction. The written certification shall document the destruction of both electronic and hard copy of the data and shall be provided to NHID upon request and at the termination of this agreement.

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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 WAKELY CONSULTING GROUP, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on September 09, 2022. 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: **911028**

Certificate Number: **0007148893**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2025.

David M. Scanlan

Secretary of State

Docusign Envelope ID: 107BD8FD-5F5D-4E48-807E-6A59791DE4ED

SECRETARY'S CERTIFICATE
WAKELY CONSULTING GROUP, LLC

APRIL 8, 2025

The undersigned, being the duly authorized Secretary of Wakely Consulting Group, LLC, a Delaware limited liability company (the "Company"), hereby certifies, solely in her capacity as Secretary of the Company, and not personally, on behalf of the Company, that:

1. That the following persons are duly elected, qualified, and acting officers of the Company, holding the office or offices set forth opposite his or her name:

Jay Rosen	President
Kelsey Stevens	Chief Executive Officer
Ross Winkelman	Vice President
Jeff Wink	Chief Financial Officer and Treasurer
Kelly Johnson	Chief Administrative Officer, Chief Privacy Officer, and Chief Compliance Officer
Marilynn Evert	Secretary

2. That in accordance with the Company's Signature Authorization and Delegation of Authority Policy, Rev. 4 effective March 12, 2025:

a) the President has authority to execute and approval all contracts and other transactions on behalf of the Company;

b) the Chief Administrative Officer has authority to execute and approval all contracts and other transactions within her scope of responsibilities on behalf of the Company with a dollar value up to $10,000,000;

c) the Chief Financial Officer and the Treasurer have authority to execute and approval all contracts and other transactions within their scope of responsibilities, including but not limited to, engagement authority for contracting with a public accounting firm, independent valuation firm, and related third parties for financial oversight on behalf of the Company with a dollar value up to $5,000,000;

d) the Chief Executive Officer and the Vice President of Company have authority to execute and approve contracts and proposals for and on behalf of the Company with a dollar value up to $2,000,000;

e) David Neiman, Tim Murray, Syed Mehmud, Tim Courtney, Taylor Pruisner, and Drew McStanley, as Principals of the Company each have authority to execute and approve client contracts and proposals on behalf of the Company with a dollar value up to $2,000,000; and

f) Jeff DeVries, as Senior Contracts Director has authority to execute and approve (i) client Contracts, consulting engagements, proposals, and other client-related agreements with a dollar value up to $1,000,000 on behalf of the Company, and (ii) business associate agreements, confidentiality agreements, and non-disclosure agreements relating to client matters on behalf of the Company.

Docusign Envelope ID: 107BD8FD-5F5D-4E48-807E-6A59791DE4ED

IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate on behalf of the Company as of the date first set forth above.

Signed by:
Marilynn Evert
E5501DD9B9B248A...
Marilynn Evert, Secretary

[Signature page to Wakely Consulting Group, LLC Secretary's Certificate]

HEALMAN-03 GRACEWARD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/16/2025

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
Thompson Flanagan Executive Liability Group, LLC
626 West Jackson Blvd
5th Floor
Chicago, IL 60661

CONTACT NAME: Timothy Ingersol
PHONE (A/C, No, Ext): (312) 239-2812 FAX (A/C, No): (312) 263-1551
E-MAIL ADDRESS: tingersol@thompsonflanagan.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Insurance Company	20303
INSURER B : Federal Insurance Company	20281
INSURER C : Pacific Employers Insurance Company	22748
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Health Management Associates, Inc.
2501 Woodlake Circle, Suite 100
Okemos, MI 48864

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	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Owner's & Contractor X XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PROJECT [X] LOC [ ] OTHER:			30041049	4/15/2025	4/15/2026	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	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			73641246	4/15/2025	4/15/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			56721249	4/15/2025	4/15/2026	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		70441794	4/15/2025	4/15/2026	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
B	Employment Practices			J06502921	4/15/2025	4/15/2026	Limit	2,000,000
B	Employment Practices			J06502921	4/15/2025	4/15/2026	Limit	2,000,000

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

CERTIFICATE HOLDER

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

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AGENCY CUSTOMER ID: HEALMAN-03 GRACEWARD

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Thompson Flanagan Executive Liability Group, LLC		Health Management Associates, Inc. 2501 Woodlake Circle, Suite 100 Okemos, MI 48864
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additonal Named Insured(s)
HEALTH MANAGEMENT ASSOCIATES SUPERHOLDINGS, INC
HEALH MANAGEMENT ASSOCIATES HOLDING INC.
HEALTH MANAGEMENT ASSOCIATES, INC
HMA PUBLIC ADVOCATES LLC
HMA INTERNATIONAL LLC
HMA HOLDING CORPORATION
CARE INTEGRATION PARTNERS (CIP)
HMA MEDICAID MARKET SOLUTIONS
HMA ADVISORS LLC
LEAVITT PARTNERS, LLC
LEAVITT PARTNERS SOLUTIONS, LLC
LEAVITT PARTNERS COLLABORATIVE ADVOCATES, LLC
LEAVITT PARTNERS COLLABORATIVE ADVOCATES-SDOH, LLC
ACTUARIAL HOLDINGS, LLC
WAKELY CONSULTING GROUP, LLC
THE FOCUS GROUP CONSULTING
LOVELL COMMUNICATIONS INC.

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