



**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

Roger A. Sevigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

September 23, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract in the amount of \$49,425 with Freedman HealthCare, LLC, Newton Massachusetts (Vendor # 210519), to assist the Department in performing analyses to support improving the transparency of workers compensation medical care expenditures. This agreement is to be effective upon Governor & Council approval through March 31, 2016. 100% Federal Funds.

Funding is available in account titled Rate Review Cycle III Grant as follows:

	<u>FY2016</u>
02-24-24-240010-59300000-046-500464 Consultants	\$49,425

EXPLANATION

The New Hampshire Insurance Department has received a federal grant to improve the health insurance premium rate review process and transparency related to health insurance premiums and medical care costs in New Hampshire. Under the grant, the vendor will assist the department with performing analyses to support improving the transparency of workers compensation medical care expenditures, and reducing the costs associated with providing workers compensation insurance.

The major deliverables for Freedman HealthCare, LLC. include:

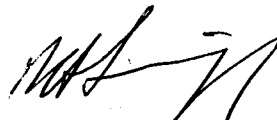
1. Performing an analysis of reasonable options for adding workers compensation claims data to the Comprehensive Health Information System (CHIS) including the timeframe and costs involved and determining the most cost effective mechanism to collect and maintain this data.
2. Articulating the differences between the claims data collected and maintained by medical insurance carriers and workers compensation carriers.
3. Interview workers compensation carriers, advisory organizations, third party administrators and contractors specializing in data collection and consolidation to collect input.
4. Researching tools used by other states to improve workers compensation medical cost transparency for the purpose of lowering employer and carrier costs.
5. Providing alternatives to meeting the goals of the CHIS and the legislature without including workers compensation medical claims data in the CHIS.
6. Writing a report that satisfies the statutory requirement of RSA 412:37-b.
7. The Consultant shall perform all other tasks as described in the RFP 2015 – WCCHIS 001 –B Workers Comprehensive Medical Claims Data and the Bid response.

After reviewing the bid responses, the Commissioner selected the Freedman HealthCare, LLC proposal as the most responsive and cost effective to the Request for Proposals (RFP). The Request for Proposals was posted on the Department's website August 28, 2015 and sent to past bidders for Department contract work and companies doing work in this field. Two bids were received. Bids were evaluated by Department staff familiar with the project goals using a scoring system included in the RFP.

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

In the event Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Roger A. Sevigny

RRG-001-B PROPOSALS EVALUATIONS

Evaluation Committee members: Tyler Brannen, Alain Couture, Maureen Mustard, Sally MacFadden, Christian Citarella, Martha McLeod, Jennifer Patterson

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

On September 17, 2015 the Evaluation Committee members met, and as a group assigned points to each bid per the "Specific comparative scoring process" described in each RFP.

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

RFP/VENDOR	CONTRACTOR Experience (25% or points)	CONTRACTOR QUALIFICATIONS (25% or points)	Timeframe (25% or points)	Bid Price- BUDGET AMOUNT	COST (25% or points)	TOTAL SCORE (100% or Points)	Score without \$\$\$	NOTES
RFP 2015-WCCHIS 001-B Workers Compensation Medical Claims Data								
Freedman Healthcare	23.00%	24.00%	23.00%	\$49,425	25.00%	95.00%	70.00%	
Examination Resources	19.00%	21.00%	23.00%	\$51,100	22.00%	85.00%	63.00%	

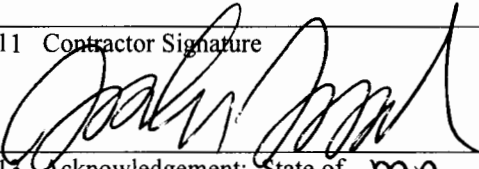
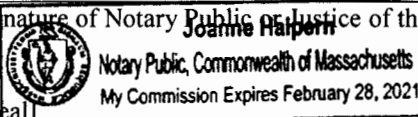
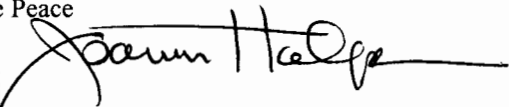
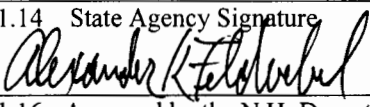

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 S. Fruit Street, Suite 14, Concord, NH 03301	
1.3 Contractor Name Freedman HealthCare, LLC		1.4 Contractor Address 29 Crafts Street, Suite 470, Newton, MA 02458	
1.5 Contractor Phone Number 617-243-9509	1.6 Account Number	1.7 Completion Date March 31, 2016	1.8 Price Limitation \$49,425
1.9 Contracting Officer for State Agency Alexander Feldvebel, Deputy Commissioner		1.10 State Agency Telephone Number 603-271-7973	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory JOHN FREEDMAN	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Middlesex</u> On <u>10/5/2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Alexander K. Feldvebel, Deputy Comm.	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  <u>Asst. Atty. Gen.</u> On: <u>October 6, 2015</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**Freedman HealthCare, LLC
WCCHIS 001-B**

Exhibit A

Scope of services

Summary of Services to be provided:

- Perform an analysis of reasonable option for adding workers compensation claims data to the Comprehensive Health Information System (CHIS) including the timeframe and costs involved and determining the most cost effective mechanism to collect and maintain this data.
- Articulate the differences between the claims data collected and maintained by medical insurance carriers and workers compensation carriers.
- Interview ten workers compensation carriers, advisory organizations, third party administrators and contractors specializing in data collection and consolidation to collect input.
- Research tools used by other states to improve workers compensation medical cost transparency for the purpose of lowering employer and carrier costs.
- Provide alternatives to meeting the goals of the CHIS and the legislature without including workers compensation medical claims data in the CHIS.
- Write a report that satisfies the statutory requirement of RSA 412:37-b.
- The Consultant shall performed all other tasks as described in the RFP 2015 – WCCHIS 001 –B Workers Comprehensive Medical Claims Data (attached) and the Bid response (attached) which are incorporated by this reference.



PROPOSAL TO

THE NEW HAMPSHIRE INSURANCE DEPARTMENT

Workers Compensation Medical Claims Data

RFP 2015-WCCHIS 001-B

CONTACT:

**Linda Green, Vice President, Programs
Freedman HealthCare, LLC
29 Crafts Street, Suite 470
Newton, MA 02458
LGreen@Freedmanhealthcare.com
617-243-9509 x203**

I. Introduction

Freedman HealthCare (FHC):

Established in 2005, Freedman Healthcare (FHC) has helped clients build better data for better solutions to improve healthcare and its delivery. The firm's experiences with clients based in 24 states across the country – each with different political climates, legislative requirements, and approaches to healthcare reform, as well as FHC's experience working with the New Hampshire Health and Human Services Department (DHHS) and New Hampshire Insurance Department (NHID), have demonstrated its skill in developing flexible, client- and state-specific processes. FHC is also a national leader on multisource claims data initiatives and understands the unique challenges faced by states as they embark on incorporating new data into claims databases and systems.

FHC's Understanding of the Project:

FHC is pleased to present this proposal to NHID in response to the Request for Proposals (RFP) entitled Workers Compensation Medical Claims Data. FHC understands that NHID is looking to understand and assess options for obtaining and analyzing workers' compensation medical claims in an effort to improve transparency and to slow the increasing costs of workers' compensation medical care expenditures and insurance. Towards this end, NHID seeks a contractor with the necessary subject matter expertise to lead a stakeholder-driven engagement and to analyze options for collecting workers' compensation claims, concluding with a formal report and recommendations to New Hampshire state leadership. FHC understands that the claims collected may be incorporated into the New Hampshire Comprehensive Health Information System (CHIS) or an alternative collection method.

Workers' compensation medical data has been a continuing interest at both the federal and state levels. A 2009 symposium on workers' compensation sponsored by the National Institute on Occupational Safety and Health noted the many challenges to collecting and aligning workers' compensation data, including proprietary data systems, data use limitations when data are collected, and variations in coding systems.¹ Workers' compensation data is primarily collected by private organizations such as the Integrated Benefits Institute and the National Council on Compensation Insurance, which offer tools and data for rate setting and benchmarking. At the state level, later this year, New Hampshire, Rhode Island and Massachusetts attorneys and interested parties will meet to discuss opportunities including variation in medical fees and reimbursement policies and practices across state borders.²

Workers' compensation medical claims data is a new interest in APCD data collection. During FHC's requirements gathering process for the 2014 CHIS data collection rules update project, FHC interviewed New Hampshire state officials to learn about the type of information required. FHC learned that workers' compensation carriers collect information in a format similar to comprehensive medical claims and generally had little experience with an "APCD-like" claims data collection process. Initial review of other states' APCD collection of workers' compensation claims suggests that this area is still in early

¹ Utterback, David & Teresa Schnorr, editors, "US Department of Labor, National Institute of Occupational Safety and Health, Use of Workers' Compensation Data For Occupational Injury & Illness Prevention, September 2010, available at <http://www.cdc.gov/niosh/docs/2010-152/pdfs/2010-152.pdf?wwparam=1282667737>, accessed September 13, 2015

² <http://www.mass.gov/lwd/workers-compensation/dia/2015-tri-state-conference-notice.pdf>

stages of exploration. Both the Arkansas and Washington state newly enacted APCD laws require submission of workers' compensation files by the state agencies that administer the programs. Other states with broad authority are currently focusing on other aspects of data collection.

FHC understands that NHID seeks detailed information on whether and how to align CHIS data with workers' compensation information. FHC sees opportunity in aligning data sets at the person level or at a higher level of aggregation. FHC's understanding of NHID's needs is informed by extensive experience with collecting and analyzing data from different sources to develop analysis that supports informed public policy decisions. FHC welcomes an opportunity to work with NHID to explore the best models for New Hampshire.

II. FHC's Proposed Approach to the Work

FHC's extensive experience engaging stakeholders and working with states and regional collaboratives operating multi-payer claims databases to meet expanding needs for incorporation and analysis of claims data provides an ideal background to support NHID in the proposed tasks. FHC will take a broad view in assessing and presenting the varying options and opportunities for collection through the following set of tasks and activities:

Task 1: Introduction and Fact Finding

FHC will begin with an on-site kick-off meeting with NHID staff to confirm the vision, goals and deliverables for the project; review the project charter and timeline; and obtain mutual understanding about the roles and responsibilities of the project team. NHID and FHC will also agree upon project team meeting schedules and an effective communication process for use in the engagement.

FHC understands that New Hampshire has previously explored options for how to address workers' compensation claims data aggregation, cost analyses, cost containment, and improved transparency. FHC anticipates that initial conversations with NHID will allow NHID to describe efforts to date such as implementing the use of provider fee schedules, Medicare payment systems and the use of health care cost transparency tools. At this point, FHC will review how other states have addressed these workers' compensation claims data issues and provide a summary of findings to NHID for review.

Interim Deliverables:

- Project Charter
 - Summary of the New Hampshire workers' compensation claims data and the vision, goals and deliverables of this project
 - Project timeline
 - Communications process
- Analytic brief of how other states manage workers' compensation data aggregation, cost, and transparency issues

Task 2: Stakeholder Engagement

FHC will initiate this task by working closely with NHID staff to create the list of stakeholders to interview with NHID project staff. This list will include workers' compensation carriers, advisory

organizations such as the National Council of Compensation Insurance, third party administrators, data collection and consolidation contractors, and relevant state agencies, among others. Additional stakeholders may include providers, health plans, and employers.

Informed by fact finding of Task 1 and led by the Project Director, FHC will arrange and conduct up to ten stakeholder interviews. These meetings will preferably be in-person if they can be arranged in a timely manner within 100 miles of FHC's location in Newton, Massachusetts.

In advance of the interviews, FHC will develop draft interview guides and manage follow-up activities with stakeholders as necessary. FHC will synthesize feedback collected from interviews and develop a summary report of findings for NHID review and approval. FHC recommends anonymizing the interview summary to enhance participation by stakeholders and the candor of their remarks.

Interim Deliverables:

- Draft and final interview guides
- Ten stakeholder interviews (in-person or telephonic)
- Anonymized summary of stakeholder findings

Task 3: Options Analysis

Informed by the fact finding and stakeholder engagement of Tasks 1 and 2, FHC will deliver a comprehensive options analysis outlining the three to five strongest paths for data collection with an assessment of the strengths and weaknesses of each. This analysis will summarize the existing CHIS infrastructure, discuss how each option may be incorporated into the current environment, and assess how well each would meet state goals. Importantly, this assessment will identify and document areas of concern and limitations from both an IT and operational perspective, with an eye towards the corrective future solution. The assessment will also outline each possibility's high-level costs, timeline and resource needs as well as political implications and statutory opportunities and barriers. FHC will submit the draft analysis to NHID for review and feedback.

Interim Deliverables:

- Detailed analysis of the three - five strongest options or alternative strategies for including workers' compensation medical claims data in the CHIS

Task 4: Final Report, Presentation to NHID and PowerPoint Slides

The detailed analysis of options and follow-up feedback from NHID staff will feed into the development of a final policy analysis report to the speaker of the house, president of the senate, the governor, and chairpersons of house and senate committees having jurisdiction over health and human services. FHC will deliver the first draft to NHID for review and will revise based on feedback to submit the final draft to the satisfaction of the Commissioner.

Final Deliverables:

- Draft and final version of Legislative Report
- On-site presentation to NHID staff
- PowerPoint slides for NHID's use in presentations to the Legislatures and other interested parties

III. Project Plan and Projected Timeframe

Critical Activities	Milestones / Deliverables	Start Date	End Date
Task 1: Introduction and Fact Finding			
a. Project-kick off; in-person meeting with NHID staff to review project goals and previously explored options; review relevant materials provided by NHID b. Research other states' approach to workers' compensation data aggregation, cost, and transparency issues	a. Project Charter: Summary of the New Hampshire workers' compensation claims data and the vision, goals and deliverables of this project; Project timeline; and Communications process b. Analytic brief of how other states manage workers' compensation data aggregation, cost, and transparency issues	7-Oct	23-Oct
Task 2: Stakeholder Engagement			
Confirm stakeholder list; lead ten stakeholder interviews; summarize findings	<ul style="list-style-type: none"> Draft and final interview guides Ten stakeholder interviews (in-person or telephonic) Anonymized summary of stakeholder findings 	19-Oct	30-Oct
Task 3: Options Analysis			
Based on learnings from task one and two, develop analysis of options for how to collect and analyze workers' compensation data	<ul style="list-style-type: none"> Detailed analysis of the three - five strongest options or alternative strategies for including workers' compensation medical claims data in the CHIS 	2-Nov	13-Nov
4: Final Report, Presentation to NHID and PowerPoint Slides			
Develop report on recommendations or alternatives for including workers' compensation medical claims data NH CHIS	<ul style="list-style-type: none"> Draft and final version of Legislative Report On-site presentation to NHID staff PowerPoint slides for NHID's use in presentations to the Legislatures and other interested parties 	16-Nov	1-Dec**

**FHC staff will be available through March 31, 2016 should the state budget process delay the state's ability to meet the December 1, 2015 deadline.

IV. FHC's Experience

fi

NHID will benefit from FHC's firsthand experience working with DHHS, NHID and CHIS, knowledge on worker's compensation medical data, structured interview and stakeholder engagement practices, and deep experience and expertise with APCD development and collection of data sources.

In 2014, FHC engaged with DHHS and NHID to update regulations and data submission instructions for CHIS. As part of this work, FHC interviewed carriers, developed and led a presentation to New Hampshire carriers on proposed rule revisions, fielded follow-up questions, and conducted a preliminary

analysis on collecting workers' compensation medical claims data through engagement with NHID state agency experts and senior staff. As outlined in Section 1: FHC's Understanding of the Project, FHC has also remained engaged and knowledgeable on workers' compensation medical data advancements at both the state and national levels.

FHC's work in New Hampshire is just a small example of our experience leading interviews and engaging stakeholders. Throughout our work in other states, FHC has successfully led meetings with payers, providers, consumer advocates, professional organizations, legislators, and other private sector representatives. Through our "big picture" experience in claims data projects, FHC understands the larger political and operational risks and varying concerns when incorporating new data into multi-payer projects, enabling our team to address stakeholders systematically and thoughtfully to gather concrete feedback and review specific issues. FHC has also presented on behalf of state agencies and worked effectively with clients in a broad range of states with very different perspectives on similar issues, ranging geographically from Maine to Alaska to Minnesota to Arkansas.

FHC's APCD Practice: FHC has been working with states on APCD implementation since 2006. Today, FHC has a record of deep experience with APCDs and remains the national leader in offering customized support to teams launching multi-payer claims databases and quality reporting projects. FHC has formally provided exploratory analyses, customized project management and ongoing support to 14 APCD states, regional and non-profit teams nationwide, with engagements ranging from initial startup through re-use of collected data, including feasibility studies and needs assessments, procurement support, planning and infrastructure development, operations oversight, and public reporting and data release, among others.

Table I below displays the different types of roles FHC has assumed to support APCD development for a diverse set of states and organizations.

Table 1: FHC's Expertise

State	Legislation/ Regulation	Insurance Department	Data Specifications	Stakeholder Engagement	Feasibility/ Needs Assessment	Policy Analysis/ Reports	Project Management
Alaska				X	X	X	
Arkansas	X	X	X				X
Colorado	X		X	X	X	X	X
Connecticut	X		X	X	X		
Kansas		X					
Kentucky				X	X	X	X
Maine					X		
Maryland				X	X		X
Massachusetts	X		X		X		X
Minnesota	X			X		X	
New Hampshire	X	X	X				
Rhode Island	X	X	X	X	X		X
Oregon				X	X		X
Tennessee					X	X	
Washington	X			X	X		

Experience Developing a Needs Assessment for APCD Data Collection, Aggregation and Analysis

FHC has particular expertise working with government organizations and similar entities to develop needs assessments for APCD data collection, aggregation and analytics. Since 2010, the firm has conducted eleven needs assessments and/or feasibility studies to assist State policymakers and stakeholders in considering how to revise an existing APCD (as in Colorado and Tennessee) or whether to move forward with initiating an APCD (as in Alaska). As part of this work, FHC has frequently facilitated stakeholder engagement processes which set the foundation for credibility, confirm the overarching purpose of the APCD, and explore the perceived strengths and weaknesses of the APCD and/or the APCD contract(s), from various viewpoints.

- **Colorado:** Colorado's APCD Administrator, the Center for Improving Value in Healthcare (CIVHC), selected FHC to provide procurement support services and subject matter expertise for the continued implementation of Colorado's APCD. CIVHC's data and analytics needs had changed substantially from the time the initial contract was executed in 2011, and they required assistance in revising the scope of services to expand the overall APCD infrastructure, capacity, and functionality. As part of this work, FHC interviewed CIVHC staff, various state agencies, data submitters, and other external stakeholders to gather feedback on the existing APCD vendor and data model and solicit advisory input on future data collection and analytic needs. FHC's final product included a comprehensive SWOT analysis (strengths, weaknesses, opportunities and threats) outlining the current state and future vision for APCD data collection and analytics, options regarding key components of the future data vendor contract, and recommendations for how best to implement those options quickly and efficiently.
- **Tennessee:** FHC advised the Tennessee Office of Health Planning (OHP) through its critical exploratory process as it determined the extent to which its multi-payer claims database could meet its health insurance exchange requirements related to risk adjustment. Through a focused strategy engagement, FHC examined the design of data elements in the context of developing an alternative risk adjustment methodology under the Affordable Care Act. FHC then developed a list of recommendations as to how Tennessee could transform its multi-payer claims database to support risk adjustment, documenting its findings and recommendations in a written report to OHP.
- **Alaska:** The Alaska Health Care Commission engaged FHC to assess the feasibility of a multi-payer claims database to support a range of analytic, management and reporting goals. A key component of this engagement was a comprehensive stakeholder process in which FHC conducted interviews and focus groups to understand the AK healthcare landscape. The FHC team attended the Alaska Health Care Commission's meetings in October 2012 and March 2013 to present findings.

Experience Providing Technical Support Related to APCD Data Collection, Aggregation and Analysis

The FHC team has provided a wide range of technical support services to diverse APCD teams nationwide, and is confident in its ability to meet the needs of NHID and commissioner.

- **Arkansas:** The Arkansas Insurance Department contracted with the Arkansas Center for Health Improvement to operate and manage the state's APCD. Since 2013, FHC has assisted AID with drafting requests for proposals, contract documents, and grant requests for the project. In 2015, FHC has provided assistance during the transition from voluntary to mandatory data collection, including subject matter expertise on enabling legislation, rule drafting, data submission guide provisions and development of a plan for reports and analysis.

- **Kansas:** FHC staff provided subject matter expertise to the Kansas Insurance Department for development of a public reporting website based on commercial claims data. FHC also reviewed data collection specifications and an extract of the database to identify reporting opportunities.
- **Washington:** FHC provided technical assistance for developing a framework for APCD operations with the Washington Health Alliance as part of the organization's leadership role in convening stakeholders to discuss how an APCD will benefit the state. The firm advised the Alliance as the organization explored multi-payer claims database models and necessary legislation.
- **Kentucky:** FHC is currently providing technical assistance and support as Kentucky embarks on the early stages of planning their APCD. Through this engagement, FHC is providing guidance and expertise on best practices for APCD data governance, technical systems, and stakeholder engagement activities. FHC's activities to date have included: conducting stakeholder interviews to share the State's vision for the APCD and identify stakeholder's needs, questions, and concerns; facilitating visioning sessions with project sponsors; and advising on best practices for APCD technical infrastructure and data governance.
- **Massachusetts:** FHC served as the project manager for the Massachusetts Health Connector's Alternative Risk Adjustment Methodology implementation; a first-in-the nation use of an APCD to support federal risk adjustment requirements. FHC's work included assisting the Massachusetts health insurance exchange, its consulting actuaries, and the MA APCD as they made significant changes in data collection (including collecting information about benefit structure) to support the goals of the program.

V. Resource Qualifications

An experienced organization with skilled personal is essential for this project. In order to provide NHID with a superior level of expertise, FHC has assembled a project team with a combined 40+ years of experience working with APCDs and multi-payer initiatives. This seasoned project team has delivered similar studies and stakeholder engagement processes in twelve states and will ensure that all project tasks are completed on time, on budget, and to the highest quality standards. Additionally, FHC prides itself on taking a tailored approach to project management. In addition to utilizing traditional project management tools, FHC recognizes that no two projects are alike and staff must be flexible and trained to meet the unique needs of every client. FHC project managers are deeply knowledgeable in multi-payer claims processing and experienced in developing public reports and presentations.



(PROJECT DIRECTOR) Linda Green, MPA is a national expert on APCDs, having provided development, feasibility, and implementation services to eleven states. Ms. Green's work on APCD implementations has included leading stakeholder engagement activities, implementing data release and reporting protocols, and developing data collection rules and technical submission guides. As the former Director of Health Data for the MA Division of Health Care Finance and Policy (now the Center for Health Information and Analysis), Ms. Green managed the team responsible for the process and requirements development for the MA APCD, as well as the Hospital Discharge Data and Emergency Room Datasets. Her prior experience as Director of the Managed Care Reimbursement Unit for the Commonwealth's Office of Acute and Ambulatory Care included the financial contractive responsibility and oversight for the state's \$1.7B Medicaid Managed Care Program.



(TECHNICAL EXPERT) Greg Spino, CFA, serves as the Technology Subject Matter Expert for FHC’s current Rhode Island APCD implementation project and Colorado’s Data Vendor re-procurement. His responsibilities include overseeing the development of database architecture; gathering and facilitating analytic business needs; and, oversight of the data collection process. Additionally, Mr. Spino was engaged with the Massachusetts Health Connector to analyze bringing workers’ compensation claims into their system. Prior to this work, Mr. Spino oversaw the Data Warehouse and Business Intelligence program for the MA EOHHS where he was responsible for managing the procurement process for the Business Intelligence platform, designing and procuring the hardware infrastructure, and designing and building the analytic and reporting portal. Mr. Spino also oversaw all architecture and development for the data warehouse, as well as a portfolio of related projects including the technical components of a reporting application that tracks hundreds of quality and performance metrics.



(WRITER/PROJECT MANAGER) Jessie Hole, MPA is an experienced Project Manager of complex and multi-dimensional projects and seasoned in presenting to and liaising with a variety of stakeholder groups and senior staff. As Project Manager at FHC, Ms. Hole has led needs assessments, managed APCD stakeholder engagements, and overseen the development of issue briefs and white papers for clients on a variety of topics, including healthcare data, analytics and policy considerations. Ms. Hole has also worked with the New Hampshire Department of Health and Human Services to update regulations and data submission instructions for the New Hampshire Comprehensive Health Information System. Prior to joining FHC, Ms. Hole was a Graduate Associate with Sachs Policy Group in New York City.

Please see budget for personnel’s expected hours by task and Appendix A for staff resumes.

Freedman HealthCare nor FHC resources have conflicts of interest to perform proposed work.

VI. Budget

This budget includes all expenses. FHC commits to providing the agreed-upon deliverables for the agreed upon budget ceiling and furthermore understands that the agreed-upon amount cannot be increased. FHC strives to be flexible, responsive and efficient and will closely manage time and resources to achieve the project’s goals.

Task	Start Date	End Date	Estimated Number of FHC Hours		
			Linda Green	Greg Spino	Writer / Project Manager
Task 1: Introduction and Fact Finding	7-Oct	23-Oct	15	5	50
Task 2: Stakeholder Engagement	19-Oct	30-Oct	15		50
Task 3: Options Analysis	2-Nov	13-Nov	15	5	60
Task 4: Final Report, Presentation to NHID and PowerPoint Slides	16-Nov	1-Dec	15	5	70
Total Estimated Hours of Personnel			60	15	230

Task	Start Date	End Date	Estimated Number of FHC Hours		
			Linda Green	Greg Spino	Writer / Project Manager
Hourly Rate of Personnel			\$235	\$175	\$140
Hours X Rate			\$14,100	\$2,625	\$32,200
Total Cost of Personnel					\$48,925
Travel					\$500
TOTAL COST					\$49,425

Appendix A: Staff Resumes

Linda Green



Professional Experience

Freedman HealthCare, LLC

Vice President - Programs

2011 to-Date

Boston, MA

Develop, manage and execute strategic plans to support state level implementation of all payer claims data sets and related public sector strategies including:

- Colorado All Payer Claims Dataset under the Center for Improving Health Care and Value, including developing an overall plan for the Advisory Committee; providing research and materials development; presentations at meetings; coordinating information flow; drafting rules; developing a reporting strategy and assisting in the data manager procurement process.
- Rhode Island All Payer Claims Dataset, providing subject matter expertise and project management to an interagency collaborative led by the Lieutenant Governor and including the office of the Health Commissioner HealthSource RI (health exchange), the Health Department and the Executive Office of Health and Human Services. Drafted data collection rules; provided support during public comment and response process.
- Connecticut APCD, including drafting data collection rules, carrier engagement during comment and response periods, as well as drafting data intake specifications for inclusion in the rules
- MA Health Connector, Project management services for implementation of the alternative state risk adjustment methodology based on a revised APCD data collection and quality assessment model, including support for revised data specifications design.
- Massachusetts Division of Health Care Finance and Policy Key Indicators Evaluation, including a review of how the report has matured over time; existing metrics, calculation methodology; and target audiences.
- Feasibility and evaluation reports for states considering implementing or revising a data collection model.
- Presentations and materials development about APCDs for a wide range of audiences.
- Consulting to a state Medicaid agency regarding operations and implementation of state plan amendments and alternative payment methodologies.

Goddard Associates LLC Health Care Consulting

Principal

2010

Newton, MA

Independent consulting services to support public sector clients:

- Research and policy analysis for Affiliated Computer Services to support the Rhode Island Department of Human Services Long Term Care Rebalancing Initiative, including:
 - Leading an internal initiative to determine more effective models of care and subsequently drafting procurement documents; and
 - Developing and revising the project budget for the “Money Follows the Person” Demonstration Grant Proposal for the state, and approved by CMS.
- Drafting and editing services for two Medicaid managed care firms responding to state contracts; lead writer for children’s behavioral health sections.
- Research and drafting materials for the Connecticut Universal Health Care Foundation’s support of the Sustinet Board examining cross agency health care reform opportunities.

Massachusetts Division of Health Care Finance and Policy

Director of Health Data Analytics

2007-2009

Boston, MA

Reporting to the Assistant Commissioner, managed a team ranging from four to eleven analysts and a data quality unit responsible for:

- *Maintain and update data submission guides as needed to meet reporting requirements.*
- Intake of commercial claims data and production of public use datasets for the state’s All Payer Claims Database
- Producing cost and quality measures for health care quality and cost website, www.mass.gov/myhealthcareoptions

- Designing legislatively mandated report on employed persons' use of publicly subsidized health care
- Calculating patient safety and preventable hospitalization measures
- Verifying inpatient and emergency department hospital discharge data sets prior to release of public use files
- Streamlined agency's data release operation; developed similar process for Health Care Quality and Cost Council
- Oversaw quality enhancements for hospital discharge data sets

Massachusetts Executive Office of Health and Human Services

2002- 2007

Office of Acute and Ambulatory Care Director –Managed Care Reimbursement Unit

Boston, MA

Financial lead for \$1.7B Medicaid managed care program. Supervising a team of five professionals, led and coordinated projects including:

- Annual updates of capitation rates and financial terms for 5 managed care contracts, including supervising contracted actuaries; supporting negotiations; and drafting financial terms
- Managed care reimbursement strategic planning with senior EHS staff
- Expanding access to claims level detail through data warehouse improvements
- Monitor contractors' financial performance through reporting and meetings with CFOs
- Business requirements for managed care module in new claims processing system

Prior positions held 1994 through 2002 at this agency, formerly the Division of Medical Assistance, include:

Rate and Payment Analyst: Agency lead with actuarial firm responsible for calculating capitation rates for behavioral health managed care contract. Drafted reimbursement terms. Led financial negotiations for behavioral health contract. Monitored performance; analyzed cost and utilization data. Forecast spending.

Contract Manager: Supported procurement of service, administrative and consulting contracts. Prepared RFPs, evaluated bids, supported negotiations and drafted contracts.

Education

Executive Office of Health and Human Services

2009

Management Certificate Program

New York University Graduate School of Public Administration

Masters of Public Administration

State University of New York at Binghamton, Harpur College

Bachelor of Arts

Greg Spino



Professional Experience

Freedman HealthCare, LLC, Newton, MA

2011 to Date

Ultimate Consultant

Deliver strategic and operations management consulting services focusing on health care strategy, performance improvement, and health services management.

Executive Office of Health and Human Services, Commonwealth of MA

2002 to Date

Director of Data Warehouse and Business Intelligence

Direct all Data Warehousing and Business Intelligence related requirements for the Executive Office of Health and Human Services with specific emphasis on the 10 billion dollar Medicaid program. Responsibilities include:

- Maintain and enhance a 20+ Terabyte data warehouse that includes claims history and eligibility information for about 1.8 million members covering over 12 years of claims history;
- Collaborate with business users, analytic teams and EHS IT to develop the single business intelligence platform serving over 1500 users across 30 business units;
- Work closely with business users in all major EHS projects from project inception to ensure that their reporting and analytic requirements are met;
- Draft bond briefs to secure public funding from the Commonwealth on major investment projects;
- Draft Advance Planning Document (APD) for each project to secure Federal Government/ CMS funding;
- Participate in EHS PMO and major projects steering committees for project prioritization;
- Manage the multi-year 25+ million dollar project budget;
- Provide EHS with an Enterprise Reporting platform to manage reporting needs for all EHS developed applications, integrated using EHS single sign-on.

Putnam Investments, Canton, MA

2001-2002

Product Lead/Senior Analyst

Managed the product development life cycle for segments of 'My Putnam', a web-based financial services portal application that consolidated research, pricing, news, recommendation and other relevant analytic content for analyst and portfolio managers. My responsibilities included:

- Manage project life cycle from requirements gathering through development, testing and implementation;
- Coordinate with multiple organizations, both internal and external vendors, to design data feeds that meet the desired business requirements;
- Led workshops with senior investment professionals, portfolio managers, and analysts to define business requirements for MyPutnam;
- Integrated multiple source systems into a single repository from which reports and web application were created to meet various business needs;
- Gather requirements, write design specification and work in coordinating the development process;
- Prioritized and packaged release functionality to provide maximum value to the business.

AT&T Broadband/MediaOne, Boston, MA

2000-2001

Project Leader

- Lead analyst in the support of the development of an Oracle data warehouse that contains the entire customer and prospect base for the Broadband business;

- Integrated multiple source systems into a single repository from which multiple Oracle Data Marts were created to meet various business needs;
- Gather requirements, synthesize and create requirement documents to best meet the needs of all regions;
- Write design specification and work in coordination with development throughout the process;
- Defined reporting requirements and assisted in the deployment and roll out of Micro Strategies.

Education

Boston University, Boston, MA

1990

B.A. in Economics

CFA Charter Holder Licenses: Series 7 & 63 brokerage license

System Development Methodology Rational Unified Process (Cooper & Lybrand Systems Methodology)

Jessica Hole



Professional Experience

Freedman HealthCare, LLC

Project Manager/Analyst

**March 2014 Date
Newton, MA**

HealthSource RI (HSRI), Rhode Island's Health Benefits Exchange

- Manage HSRI reporting and evaluation efforts
- Led comprehensive HSRI stakeholder assessment to analyze organization's reporting needs
- Develop 2015 HSRI Evaluation Report
- Manage development and implementation of 2015 Rhode Island Health Information Survey
- Oversee data and policy issue briefs and white papers

New Hampshire Department of Health and Human Services

- Revised All Payer Claims Database regulations and data submission instructions for the New Hampshire Comprehensive Health Information System

Legal Action Center

Project Associate, NYU Advance Project in Health Policy

**Sept. 2013 – May 2014
New York, NY**

- Served on 4-person team of NYU Wagner graduate candidates to identify usage and best practices for medication assisted treatment (MAT) for individuals with opiate addiction in the New York and New Jersey Criminal Justice System
- Analyzed current availability, effectiveness, and cost of MAT and the quality of care by MAT providers
- Conducted survey analysis of New York Drug Courts and DTAP programs to determine current practices and systemic variation

Sachs Policy Group

Academic Associate

**June 2013 – Feb. 2013
New York, NY**

- Analyzed state and federal healthcare policy changes, including matters concerning the Affordable Care Act, managed care redesign, and health insurance markets and regulations
- Oversaw initiatives for healthcare client's finance and IT department

Northeast Business Group on Health

Graduate Intern, Quality Improvement Initiatives

**Feb. 2013 – June 2013
New York, NY**

- Implemented New Jersey Quality of Care Project to assess state's primary care physicians
- Coordinated Leapfrog Hospital Survey to produce national hospital performance evaluation

Public Policy Teacher's Assistant

Assistant to the Associate Dean and NYU Wagner

**Sept. 2012 – June 2013
New York, NY**

- Graded tests and papers and supported students in course material and assignments
- Selection based on performance in public policy coursework

Local Initiatives Support Corporation (LISC)

National Programs Officer

**June 2009 – May 2013
New York, NY**

- Developed new national programs including LISC's healthcare and nutrition initiatives
- Created and delivered presentations for national partnership meetings

- Wrote proposals and reports for donors such as UnitedHealth, JPMorgan, Ford Foundation, and Wal-Mart
- Tracked and analyzed financial performance and fiscal health of 15 LISC programs and 30 local offices nationwide
- Supervised 1-3 positions within National Development Department

Education

Robert F. Wagner School of Public Service at New York University, New York, NY **2014**
Master of Public Administration, Public Policy, with concentration in Healthcare

Williams College, Williamstown, MA **2008**
Bachelor of Arts in Sociology

STATE OF NEW HAMPSHIRE

RFP 2015-WCCHIS 001-B

REQUEST FOR PROPOSALS – Workers Compensation medical claims data

INTRODUCTION

The New Hampshire Insurance Department (NHID) is seeking assistance in performing analyses to support improving the transparency of workers compensation medical care expenditures, and reducing the costs associated with providing workers compensation insurance.

During the 2015 session, the NH legislature explored options for addressing the high cost associated with medical claims paid by workers compensation insurance carriers. The New Hampshire Comprehensive Health Information System (CHIS) was cited as a resource available to the state to “continuously review health care utilization, expenditures, and performance in New Hampshire and to enhance the ability of New Hampshire consumers and employers to make informed and cost-effective health care choices.” (RSA 420-G:11-a).

The legislature passed SB 133, with the following requirements:

RSA 412:37-b “The commissioner shall consult with workers’ compensation advisory organizations, workers’ compensation carriers, and third party administrators or self-insureds regarding the most effective options for including workers’ compensation medical claims data in the New Hampshire comprehensive health information system, as defined under RSA 420-G:11-a. The commissioner shall make a report with recommendations on options for including workers’ compensation medical claims data in the New Hampshire comprehensive health information system on or before December 1, 2015 to the speaker of the house of representatives, the president of the senate, the governor, and the chairpersons of the house and senate committees having jurisdiction over health and human services.”

The New Hampshire Insurance Department (NHID) is requesting proposals for an entity to be responsible for performing an analysis and writing a report that satisfies the statutory requirement of RSA 412:37-b. The NHID is committed to making best efforts to submit the report by December 1st, 2015, but recognizes that the state budget process may result in delays in our ability to meet this deadline. Therefore, the contract for services covered under this RFP shall not terminate until March 31, 2016. The contractor will be responsible for writing the report and must include a thorough analysis of all reasonable options for adding workers compensation claims data to the CHIS, including the timeframe and costs involved, as well as determining the most efficient mechanism to collect and maintain these data. The analysis shall consider differences between the claims data collected and maintained by medical insurance carriers and workers compensation carriers, including data quality, health care cost information (provider charges and carrier payments), diagnoses, procedures, health care provider information, quantity of services, date and length of service, coordination of benefits, patient demographics, and administrative policies related to claims payment.

The Contractor shall consider alternatives to meeting the goals of the CHIS and the legislature without including workers compensation medical claims data in the CHIS. These alternatives may include:

collecting or utilizing data from a third party advisory organization, collecting summarized data or pre-calculated service and procedure rates directly from the workers compensation carrier, or requiring workers compensation carriers to submit limited data directly to the NHID in formats that differ from those contained in the CHIS. The Contractor shall consider these options while recognizing that the legislature has explored imposing the use of provider fee schedules and Medicare payment systems, as well as identified the value of health care cost transparency tools such as the NHID's HealthCost website. The Contractor shall include options for collecting or making use of data maintained by third party administrators on behalf of self-funded employers. The Contractor shall provide a policy analysis associated with the various options.

In performing these analyses, the Contractor shall interview workers compensation carriers selected in consultation with the NHID, as well as advisory organizations, third party administrators (or self-insured employers), and potential contractors specializing in data collection and consolidation, as needed to effectively complete this project. The NHID can assist the Contractor in organizing these meetings, but the Contractor shall be responsible for the agenda, questions, and facilitating the discussion.

The Contractor shall research the tools used by other states to improve workers compensation medical cost transparency for the purpose of lowering employer and carries costs, including the use of fee schedules or other methods to determine a reasonable value for health care services. These options should be considered as alternatives to collecting detailed workers compensation data.

GENERAL INFORMATION/INSTRUCTIONS

Electronic proposals will be received until 4 pm local time, on September 14th, 2015, at the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire, 03301. Emails should be sent to sally.macfadden@ins.nh.gov and include in the subject line: "RFP for Workers Compensation medical claims data."

Proposals should be prepared simply and economically, providing a straightforward, concise description of bidder capabilities to satisfy the requirements of the RFP. All requirements stated in the RFP must be addressed in the proposal. Emphasis should be on completeness and clarity of content.

The NHID will provide assistance on an as needed basis to the Contractor in understanding:

- the current CHIS requirements,
- the collection of health insurance data by the state,
- New Hampshire insurance laws and regulations.

However, it will ultimately be the Contractor's responsibility to perform the required analysis and produce a public report on the findings. The Contractor shall be responsible for writing the required legislative report, a presentation to NHID staff on the analysis, findings, and recommendations, and shall provide PowerPoint slides that the NHID can use for presentations to the legislature and other interested parties.

Evaluation of the submitted proposals will be accomplished as follows:

- (A) **General.** An evaluation team will judge the merit of proposals according to the general criteria defined herein.

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

Selection is contingent on the availability of funds.

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

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

(1) **Experience** of the firm in performing similar types of analysis and reporting for other states and entities, as well as working with regulated entities and exposure to the legislative process. The firm shall provide evidence of experience with medical claims data, workers compensation data, and understanding medical care costs. The proposal must include a listing of references of recent engagements that demonstrate the contractors' ability to complete this project, including telephone numbers and specific persons to contact.

25 percent

(2) **Qualifications** and experience of the key personnel to be involved. The proposal must include a summary of experience of key personnel including current resumes of all personnel that will be assigned to this project. The proposal shall specify the expected number of hours for each staff member.

25 percent

(3) **Timeframe.** The proposal must specify a timeframe, including the critical path and milestones, in which the entity commits to delivering the completed requisite study and analysis to the Department.

25 percent

(4) **Cost for the analyses.** The proposal should include the hourly or daily rate for individuals, and an estimate of the amount of time each person might be expected to expend on the project. The NHID expects this project to cost around \$50,000, and the proposal must include a budget for the total expenses and must include not-to-exceed limits. The review committee will evaluate proposals based value of the staff assigned, their expected efficiency levels, and the not-to-exceed limit, as that amount will be used in the P-37 with Contractor. The response required pursuant to this part shall be sufficiently detailed to create a general expectation of the staff and the contractor's ability to complete the project within the proposal costs anticipated.

25 percent

(C) **Conflict of Interest.** The applicant shall disclose any actual or potential conflicts of interest.

Potential contractors may be interviewed by staff of the NHID.

The New Hampshire Insurance Department will accept written questions related to this RFP from prospective bidders with the deadline being September 7th, 2015. Questions should be directed to Sally

MacFadden via email at Sally.MacFadden@ins.nh.gov. Please include "RFP for Workers Compensation medical claims data."

A consolidated written response to all questions will be posted on the New Hampshire Insurance Department's website www.nh.gov/insurance by September 9th, 2015.

The successful bidder or bidders will be required to execute a state of New Hampshire Contract, a P-37. Attached exhibits will become part of the final contract. The P-37 is the general contract required by state of New Hampshire purchasing policies and the Department of Administrative Services. Although this standard contract in some situations can be modified slightly by mutual agreement between the successful bidder and the New Hampshire Insurance Department, all bidders are expected to accept the terms as presented in this RFP. If the bidder requires any changes to the P-37, those changes need to be identified in the proposal. Failure of the bidder to accept the terms of the Exhibits as presented may result in the disqualification of the proposal. The P-37 and all documents included with the P-37 are subject to approval by the New Hampshire Governor and Council and those documents will be made available to the public. The contract award will be contingent on the availability of necessary funds.

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

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

The selection of the winning proposal is anticipated by September 17th, 2015, and the NHID will seek to obtain all state approvals October 7, 2015. Please be aware that the winning bidder will need to provide all signed paperwork and documents to the NHID by September 21st in order for deadlines to be met.

**Freedman HealthCare, LLC
WCCHIS 001-B**

Exhibit B

Contract Price, Price Limitations and Payment

The services will be billed at the rates set forth in the Contractors Proposal, dated September 14, 2015, not to exceed the total contract price of \$49,425. The services shall be billed at least monthly and the invoice for the services shall identify the person or person providing the service. Payment shall be made within 30 days of the date the service is invoiced.

Freedman HealthCare, LLC

WCCHIS 001-B

Exhibit C

**New Hampshire Insurance Department
Contractor Confidentiality Agreement**

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

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

JOHN FREEDMAN
Printed Name of Contractor

10/5/2015
Date


Contractor Signature

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Freedman HealthCare, LLC, a(n) Massachusetts limited liability company registered to do business in New Hampshire on May 2, 2013. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of September, A.D. 2015

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

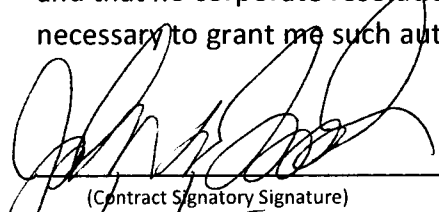
William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, John Freedman, hereby certify that:
(Name of Sole Member/Manager of LLC, Contract Signatory)

1. I am the Sole Member/Manager of the Company of Freedman HealthCare, LLC
(Name of LLC)
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Freedman HealthCare, LLC
(Name of LLC)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.



(Contract Signatory Signature)

9/21/15

(Date)

STATE OF

COUNTY OF

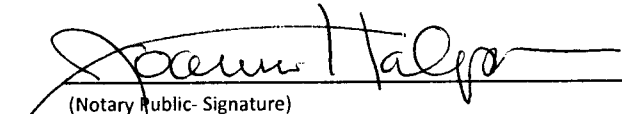
On this 21 day of September, 2015, before me Joanne Halpern
(Name of Notary Public)

the undersigned officer, personally appeared John Freedman
(Contract Signatory-Print Name)

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)





(Notary Public- Signature)

Commission Expires: 2/28/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/18/2015

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 Aronson Insurance Agency Inc 950 Highland Ave Needham MA 02494	CONTACT NAME: Sandy Clarke, CRM, CIC PHONE (A/C No. Ext): (781) 444-3050 E-MAIL ADDRESS: Sandy@AronsonInsurance.com	FAX (A/C. No): (781) 444-3051
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Ins Co Ltd NAIC # 11000 INSURER B: Hartford Underwriters Ins Co 30104 INSURER C: Philadelphia INSURER D: INSURER E: INSURER F:	
INSURED FREEDMAN HEALTHCARE LLC 29 CRAFTS ST NEWTON MA 02458		

COVERAGES **CERTIFICATE NUMBER: 2015-2016** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			08SBATP0546	6/14/2015	6/14/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			08SBATP0546	6/14/2015	6/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> OCCUR	08SBATP0546	6/14/2015	6/14/2016	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			08WECCM7886	6/14/2015	6/14/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability:			PHSD1044187	6/14/2015	6/14/2016	Each Occurrence \$1,000,000
	Management Consultant E&O						General Aggregate \$3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Insurance Department 21 S. Fruit Street Suite 14 Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE S Aronson, CIC/TRICIA

STANDARD EXHIBIT I

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

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

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

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

(2) **Use and Disclosure of Protected Health Information.**

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

NH Insurance Dept.
The State

Alexander K Feldvebel
Signature of Authorized Representative

Alexander K Feldvebel
Name of Authorized Representative

Deputy Commissioner
Title of Authorized Representative

10/6/15
Date

FREEDMAN HEALTH CARE
Name of the Contractor

[Signature]
Signature of Authorized Representative

JOHN FREEDMAN
Name of Authorized Representative

PRESIDENT
Title of Authorized Representative

10/5/2015
Date