



The State of New Hampshire
Insurance Department

21 South Fruit Street, Suite 14
Concord, NH 03301
(603) 271-2261 Fax (603) 271-1406
TDD Access: Relay NH 1-800-735-2964

YOR
37

Alexander K. Feldvebel
Acting Commissioner

February 05, 2020

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

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract with Freedman HealthCare, (Vendor #210519) of Newton, MA in the amount of \$200,000, for consulting services effective upon Governor and Council approval through December 31, 2023. 100% Other Funds.

The funding is anticipated to be available for Fiscal Years 2020, 2021, 2022, 2023 and 2024 in account Department of Insurance Administration – Other Funds, subject to legislative approval of the next two biennial budgets, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

Department of Insurance Administration – Other Funds

	<u>FY2020</u>	<u>FY2021</u>	<u>FY2022</u>	<u>FY2023</u>	<u>FY2024</u>
02-24-24-240010-25200000-046-500464 Consultants	\$40,000	\$40,000	\$60,000	\$20,000	\$40,000

EXPLANATION

This contract is requested to support the following two functions:

The first function is required under RSA 400-A:39-b which requires the review and evaluation of legislative proposals to mandate health insurance benefits. These studies

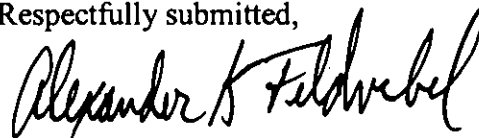
include information concerning 1) the social impact of mandating the benefit; 2) the financial impact of mandating the benefit; 3) the medical efficacy of mandating the benefit; and 4) the effects of balancing the social, economic and medical efficacy considerations. These studies are required upon any legislative referral from any standing committee having jurisdiction over the proposal or may be performed at the discretion of the Department.

The second function of this contract involved claims data analysis as requested by NHID. Working with NHID, the Contractor will create a report that describes the study, summarizes the data findings and documents data sources and analytic approaches. These reports may be used internally at the NHID and/or provided to the public.

The Request for Proposal was posted on the Department's website November 20, 2019 and sent to past bidders for Department contract work and companies doing work in this field. 2 bids were received. NHID staff familiar with the project goals using a scoring system included in the RFP evaluated the bids. After reviewing the bid response, the Commissioner selected the proposal as responsive and cost effective to the Request for Proposals (RFP).

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

Respectfully submitted,

A handwritten signature in black ink that reads "Alexander K. Feldvebel". The signature is written in a cursive style with a large, prominent initial "A".

Alexander K. Feldvebel
Acting Commissioner

RFP- PROPOSALS EVALUATIONS

Evaluation Committee members: Tyler Brannen, Maureen Mustard, Alain Couture, Jennifer Goodwin

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

On January 16, 2020 the Evaluation Committee members met, and as a group assigned points to each bid per the "Specific comparative scoring process" described in each RFP.

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

RFP/VENDOR	CONTRACTOR Specific Experience performing similar types of Analyses and Reports (35% or points)	CONTRACTOR Qualifications & Related Experience (25% or points)	Timeframe (20% or points)	Bid Price	Derivation of Cost for Contractor Time (20% or points)	TOTAL SCORE (100% or Points)	Score without \$\$\$	NOTES
RFP 2019 - Data Analyses/Mandate								
Freedman Healthcare	33.00%	23.00%	18.00%	\$200,000	19.96%	93.96%	74.00%	
Human Services Research Insitutue (HSRI)	29.00%	21.00%	18.00%	\$199,563	20.00%	88.00%	68.00%	

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

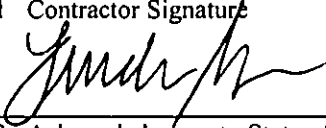
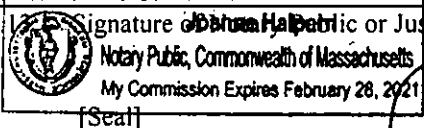
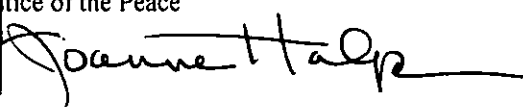
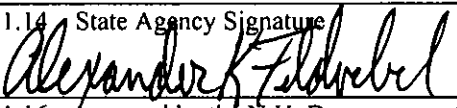
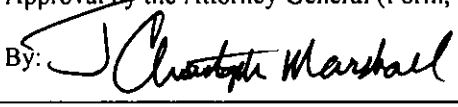
RECEIVED
NH INSURANCE DEPARTMENT
JAN 30 2020

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 South 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 617.396-3600	1.6 Account Number 02-24-24-240010-25200000-046-500464	1.7 Completion Date December 31 st 2023	1.8 Price Limitation \$200,000
1.9 Contracting Officer for State Agency Alexander Feldvebel, Deputy Commissioner		1.10 State Agency Telephone Number (603) 271-2518	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Linda Green, Vice President	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Middlesex</u> On <u>1/27/2020</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, Acting Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>2/3/20</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.

1.
Data Analyses/Mandate
Exhibit A
Scope of Services

The consultant's primary responsibility is to perform consulting services for the NHID relating to claims data analyses and producing reports related to legislation considered or proposed by representatives of the NH House or Senate, and the review and evaluation of proposed legislation for health insurance mandates. The Contractor understands that the New Hampshire Comprehensive Health Information System (NHCHIS) exists to better inform the public about health care costs and utilization and is an invaluable resource to the Contractor to produce reports as part of this agreement. Freedman HealthCare, LLC. ("Freedman") will work closely with New Hampshire Insurance Department staff on as-needed basis to provide the following services:

Insurance Mandate Reviews

1. The Contractor will work with the department to define the issue, scenario, or legislative options being examined, and develop data analysis and study requirements, based on requests from the legislature and/or General Court.
2. The Contractor will consider both social and financial impacts of the legislation.
3. The Contractor will consider the impact of federal and state laws including to the Essential Health Benefits package, potential premium subsidies, and the medical efficacy of mandating the coverage.
4. The Contractor will conduct the analysis, and create the required models or other output, based on the study requirements using the data made available from NHID.

Claims Data Analyses

1. Working with NHID, the Contractor will create a report that describes the study, summarizes the data findings and documents data sources and analytic approaches. These reports may be used internally at the NHID and/or provided to the public.
2. Any code or product produced by the Contractor in support of this agreement is the property of the NHID, and any reference by the Contractor to the work performed under this agreement will credit the NHID as the sponsor and that the work performed by the vendor is as an independent contractor of the State.
3. The Contractor shall be available to consult and advise NHID on claims data analyses, including peer review, program debugging and data quality issues.
4. The Consultant shall perform all other tasks as described in the RFP 2019 - Data Analyses/Mandate RFP (attached) and the Bid response (attached) which are incorporated by this reference.

NHID typically performs four or five claims data analyses per year. The number of requests that the vendor shall be responsible for under this contract shall not exceed fifteen (15) unless mutually agreed to by both parties.

STATE OF NEW HAMPSHIRE
RFP 2019-Data Analyses\Mandate

REQUEST FOR PROPOSALS – HEALTH INSURANCE CLAIMS DATA ANALYSES

INTRODUCTION

The New Hampshire Insurance Department (Department) is requesting proposals for an entity to be responsible for claims data analyses related support and for producing reports related to legislation considered by representatives of the NH legislature. This entity will be responsible for time sensitive requests the Department receives through December 31, 2023.

NH RSA 400-A:39-b gives the General Court the authority to request that the Department conduct an external review and study of proposed legislation that would mandate health insurance coverage for specific services. In addition to the requirements stated under RSA 400-A:39-b, analyses performed by the Contractor must consider the impact of federal and state laws including to the Essential Health Benefits package, potential premium subsidies, and the medical efficacy of mandating the coverage.

GENERAL INFORMATION/INSTRUCTIONS

The Department has produced several studies in response to legislation discussed by the General Court. These studies, including mandate reviews, can be found on the Department's website. Click on the hyperlinks to see an example of legislation that charge the Department with producing an analysis and report as well as examples of reports created in response to legislation.

The Department has access to the New Hampshire Comprehensive Health Care Information System, a database of commercial health insurance claims data. These data exist to better inform the public about health care costs and utilization, and are invaluable resource to the Department in providing information to the New Hampshire legislature. These data would be used by the Contractor and/or Department staff to produce reports in response to legislative interest in policy changes.

A formal request formal mandate review to the Department from a standing legislative committee will be performed exclusively by the Contractor.

All remaining analyses will require close coordination between the Department staff and the Contractor. The Contractor will be expected to support Department staff at various levels, depending on the nature and complexity of the analysis and the report. The Contractor shall work with Department staff in developing analysis methodology, data testing, data compiling, results testing, SAS coding support, and production of a report for public consumption. The final report produced will either be titled a product of the Department, or a product of the Contractor for the Department.

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

Electronic proposals will be received until 4 pm local time, on January 15, 2020, at the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire, 03301. Emails should be sent to alain.couture@ins.nh.gov and include in the subject line: "2019 RFP for Health Insurance Claims Data Analyses."

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

As staff time permits, the Department will provide reasonable assistance to the Contractor in order to understand and provide available data, the Department's interpretation of the analysis request, and New Hampshire insurance laws and regulations.

The Department typically performs four or five claims data analyses per year. Formal mandate reviews are unusual. The number of requests that the vendor shall be responsible for under this contract shall not exceed fifteen (15) unless mutually agreed to by both parties.

- Total Contract Price shall not exceed \$200,000.

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.

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 analyses and reports for other states, legislatures, and members of the public. Knowledge of health care administrative claims data, SAS, health insurance carrier/TPA claims processing systems, data consolidation services, and health insurance generally, demonstrated through experience. The proposal must include references of recent engagements comparable to this project, including telephone numbers and

specific persons to contact. Also describe any expectations for obtaining the NHCHIS data from the Department.

35 percent

- (2) **Qualifications and experience of the key personnel to be involved.** The proposal must summarize experience of key personnel, and include current resumes of all personnel that might be assigned to these studies.

25 percent

- (3) **Timeframe.** The proposal must specify a timeframe in which the entity commits to delivering the completed, requisite study and analysis to the Department upon receiving a request from the Department. The Contractor is welcome to identify periods of time that they will have reduced resources available, or other considerations that will allow resource planning during the term of the contract.

20 percent

- (4) **Derivation of cost for the analyses work.** The proposal should include a schedule of all personnel that might be assigned such work, the hourly or daily rate for each individual, an estimate of the amount of time each person might be expected to expend on the project(s), and whether particular staff would be used for certain types of analyses. Proposals shall be evaluated with substantial emphasis on the per hour rate, project timeline estimates, and the hours associated with staff expertise. The response required pursuant to this part shall be sufficiently detailed to create a general expectation of ability for the contractor to complete the tasks within available resources and timeframes. The proposal must also include the expected out-of-pocket expenses in the fixed cost. The proposal might include not-to-exceed limits on a per report or per a specific time period basis. The response required pursuant to this part shall be sufficiently detailed to create a general expectation of the cost anticipated for any legislative request referred.

20 percent

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

- (D) **Other Information.** The proposal must include a listing of references of recent engagements of the Contractor that reflect the skills appropriate for work on this project, including telephone numbers and specific persons to contact

Potential contractors may be interviewed by staff of the Department.

The New Hampshire Insurance Department will accept written questions related to this

RFP from prospective bidders with the deadline being December 16, 2019. Questions should be directed to Al Couture via email at Alain.Couture@ins.nh.gov. Please include "RFP for Health Insurance Claims Data Analyses."

A consolidated written response to all questions will be posted on the New Hampshire Insurance Department's website www.nh.gov/insurance by December 20, 2019.

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. 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.

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.



PROPOSAL TO THE

New Hampshire Insurance Department
2020 Health Insurance Claims Data Analyses

January 15, 2020

Linda Green, Vice President, Programs
Freedman HealthCare, LLC
29 Crafts Street, Suite 470
Newton, MA 02458
lgreen@freedmanhealthcare.com
617.396-3600, Ext. 203

INTRODUCTION and FHC'S UNDERSTANDING OF NHID'S REQUIREMENTS

Freedman HealthCare, LLC (FHC) is pleased to present this proposal to the New Hampshire Insurance Department (NHID) in response to the Request for Proposals entitled 2019 Data Analyses/Mandate: Health Insurance Claims Data Analyses. FHC is the preeminent national expert on All Payer Claim Databases (APCDs) and has a wealth of experience in successfully leveraging data to develop insightful analytics which drive transformation. Building on prior successful collaborations with NHID, FHC is eager to work with the NHID team to create timely, customized analyses of emerging health benefits topics. For this project, FHC will partner with Gorman Actuarial (GA), an actuarial firm with deep insight into the New Hampshire and surrounding states' health insurance markets.

FHC understands that NHID seeks assistance with preparing analyses in response to proposals for new or amended mandated health insurance benefits for commercial plans operating in New Hampshire. These proposals may seek to make insurance more comprehensive or address concerns about gaps in coverage. At the same time, new mandatory benefits may contribute to health system cost growth and higher insurance premiums. NHID seeks to provide a balanced, neutral perspective about these proposals and inform stakeholders about the clinical effectiveness and potential effects on health system costs.

NHID may require analysis of both formal legislative requests for analysis and informal requests sent to the Department. FHC understands that legislatively requested analysis must be conducted within a defined time period, with results provided in a public-facing summary report that NHID can submit to the Legislature. Informal analyses may be conducted on an as-needed basis and culminate in a memorandum or brief summary of findings to NHID. Formulating and preparing both kinds of analysis requires deep understanding of commercial plan benefit administration, health care claims data, statistical analysis and national and regional trends for similar services. In addition, reports of all types must concisely and clearly describe the model's scenarios, components and assumptions. Documentation and programming code must be provided along with any report or informal analysis so that NHID can replicate the analysis or test the effects of varied assumptions. NHID anticipates working with firms that quickly develop data driven health policy recommendations and reliably deliver high profile work on time and as specified.

FREEDMAN HEALTHCARE AND GORMAN ACTUARIAL EXPERIENCE AND QUALIFICATIONS

This proposal offers NHID a unique opportunity to access the combined knowledge, skills and proven track records of Freedman HealthCare (FHC) and Gorman Actuarial (GA).

Freedman HealthCare, LLC is a Massachusetts-based, locally-owned consulting firm that helps states find and use data to transform healthcare. Since 2005, the FHC team has contributed claims data analysis and reporting, policy development, technical assistance and subject matter

expertise to public, private, and non-profit entities in 30 states, each with unique political climates, data structures and health reform goals. FHC's team of analysts, subject matter experts and technical resources help the firm offer nimble responses to clients' specific projects and priorities. FHC is not affiliated with any health provider, payer or data management vendor.

Gorman Actuarial (GA) is an actuarial health care consulting firm dedicated to providing high quality, actionable analytics and consulting services to their clients. GA consultants have years of industry experience having worked at large insurers and state government agencies. This invaluable experience allows GA to provide the technical expertise and industry knowledge to communicate and deliver the best results for their customers. GA's business model allows the team to work collaboratively with clients and create custom solutions and analytics specific to each project. GA's team is attentive to client timelines and budgets. GA is routinely rehired by its clients for multiple years and multiple projects. Established in 2006, GA is based in Massachusetts and works with clients all over the country. GA is certified as a minority and woman business enterprise (MBE and WBE) by the Massachusetts Supplier Diversity Office (SDO) of the Operational Services Division (OSD). Current and past clients include state insurance agencies in NY, RI, MA, ME, TN and MN as well as New England carriers such as Harvard Pilgrim Health Plan, Tufts Health Plan, Boston Medical Center Health Plan and Humana.

As summarized in Table 1, FHC and GA have successfully conducted similar projects in numerous states in New England and around the nation. Together, FHC and Gorman Actuarial offer a combined knowledgebase drawn from hands-on experience in a wide range of health insurance analytics and claims database development projects

Table 1: FHC/GA Health Insurance & Analytics Experience

State	Year	Public-Facing Analytic Reports	Health Care Claims Data	Carrier Claims Processing	Health Insurance	APCD Expertise
Colorado	2010-2018	●	●	●	●	●
Connecticut	2018 to date	●	●	●	●	●
Delaware	2017 to date	●	●	●	●	●
Maine	2015				●	●
Maryland	2014 to date					●
Massachusetts	2006 to date	●	●	●	●	●
Minnesota	2014 to date				●	●
Missouri	2018 to date	●	●	●	●	●
New Hampshire	2014 to date		●	●	●	●
New York	2018	●	●		●	
Oregon	2015 to date	●	●	●		●
Rhode Island	2010 to date	●	●	●	●	●
Tennessee	2012				●	●
Wisconsin	2017				●	●

The following examples further demonstrate the firm's experience with designing and reporting highly visible, claims-based analysis and reports.

Insight into New Hampshire's Health Insurance Market

FHC and GA enjoy a history of successful collaboration with the New Hampshire Insurance Department. FHC's analytical engagements include:

- FHC and its partner, the Center for Health Law and Economics at UMASS Medical School, were selected to analyze the New Hampshire health insurance payment system and its impact on health insurance premiums and costs.¹ (2013)
- In 2018, FHC provided claims data analysis and policy recommendations for three projects: identification and classification of substance use disorder (SUD) treatment providers in New Hampshire, compliance with behavioral health/SUD parity benefit requirements, and compliance with cost sharing limits regarding preventive care services. This work supported NHID's efforts to conduct effective consumer outreach and evaluate carrier compliance with federal and state laws. FHC provided insights and analytical tools that NHID can use in future analyses. FHC used SAS and SQL languages to read, clean, and run analyses on the NHCHIS data extract and ensured that the SAS code was deployable and utilizable in NHID's local environment. FHC provided additional value to NHID by leveraging advanced knowledge of programming within the Excel shell to deliver dynamic analytical tools.
- Other FHC projects for NHID include revising data submission specifications, developing a legislatively mandated exploration of options for workmen's compensation data collection and building out a strategy to increase employer and consumer engagement with the NH HealthCost online tools.

GA and FHC have extensive teaming experience, including the following NHID projects:

- Since 2012, GA has served as the lead consultant on the NHID's Annual Hearing and Report, with FHC providing project management, operations support and content development support. Through this project, GA and FHC have first-hand insight into the New Hampshire health insurance market through a range of activities, including integrating data from multiple work streams and data sources; collecting and validating insurer data; managing communication with the insurance carriers; analyzing premiums, claim, profit, administrative costs and trends; creating summary data tables; developing a user friendly report highlighting all key finding and providing meaningful analytics to various stakeholders; and presenting information at the annual hearing. GA and FHC

¹ http://www.nh.gov/insurance/reports/documents/nh_himkt_provpay_sys.pdf

have worked closely with the NHID over the years to continue to improve the format of the hearing, the data collection process and the final deliverables.^{2,3}

- Strategic Plan for Data Collection, a process which included interviewing key stakeholders and assessing the NHID's current data collection efforts.⁴

Broad Knowledge of Health Care Claims Analytics

FHC/GA offer insights drawn from other analytics projects based on multi-payer claims datasets in different contexts, including:

Connecticut

- **CMIRs:** FHC served as the lead contractor for two **Connecticut Cost and Market Impact Reviews** which were mandated under CT state law. Using CT hospital discharge data, the CT APCD, Census, the hospital financial reports, and CMS Hospital Compare data, FHC analyzed market share, service price variation, quality of care, cost trends compared to statewide total healthcare expenses, and effect on availability and accessibility of services, among other factors. Results of the analysis were presented in a formal, public-facing report to inform legislative, regulatory, health care industry and consumer advocates about the effects of the proposed mergers. FHC used SAS and SQL languages to clean, validate, and analyze CT's APCD data. FHC developed sophisticated methods using Excel, VBA, and PHP to perform ETL on quality and financial data. Tableau was used to display graphs on quality performance trends and to create GIS-enabled maps to show the geography of hospital service areas. FHC engineered highly mutable and easy-to-use dashboards that showed year-to-year positions in inpatient and outpatient prices, market share, and quality over a six to nine-year period, and applied novel solutions in data compression to ensure ease of delivery and use.
- **Primary Care Spending:** FHC and GA are currently preparing estimates of primary care spending to support ongoing state consideration of policy options to improve health care delivery in the state. The analysis examines extracts of state health insurance data from multiple sources and frames a definition of current rates of spending for primary care. Results of the analysis may inform stakeholders and policy makers on next steps for health policy measures to address improving quality and cost of care.

Massachusetts

- Since 2009, FHC and GA have provided clinical and market expertise for the **Massachusetts Attorney General's (AGO's)** examinations of health care cost and market trends. FHC and GA worked extensively with the AGO's Health Division to frame the analysis and identify which data were required to support the examination, and then performed a series of extensive quantitative and qualitative analyses of health quality,

² https://www.nh.gov/insurance/reports/documents/2015_annual_report_cost_drivers.pdf

³ <https://www.nh.gov/insurance/media/events/documents/nhid-preliminary-report-2015-medical-cost-drivers.pdf>

⁴ https://www.nh.gov/insurance/reports/documents/nhid_strat_pln_datacoll.pdf

cost, and key market factors of 68 hospitals and over 25 major physician groups in Massachusetts. FHC and GA organized and analyzed quantitative data, producing tables, graphs, explanatory text, and drawing written conclusions. These analyses included assessment of the association between hospital type, patient mix, case mix, quality, and market leverage on the prices paid by commercial insurers. FHC and GA drafted sections of the widely disseminated reports, drafted written testimony for, and gave oral testimony at public hearings.

- In 2019, FHC assisted the **MA Center for Health Information and Analytics (CHIA)** and its partner the **Massachusetts Health Policy Commission (HPC)** with projects that addressed emerging health policy questions, including communicating complex analytic findings to stakeholders and the general public. FHC and GA also provided expert analytic support to HPC's cost and market impact reviews, including Partners Health Care System's proposed acquisition of South Shore Hospital, and Harbor Medical Associates, and Hallmark Health the merger of Lahey Health and Winchester Hospital, and the Beth Israel-Lahey merger. Analyses included estimates of the likely quality and cost implications of the proposed mergers. The audience for the final reports included regulators, hospital officials, legislators and consumer advocates.
- Gorman Actuarial, with support from FHC project managers, currently leads CHIA's alternative payment methodology, total cost of care and pharmacy rebate data collection and reporting efforts. These projects are used to fulfill CHIA's statutory responsibilities to provide data in support of CHIA and HPC's mandatory cost trends monitoring efforts. These projects require insight into how health payment flow between payers and providers and intend to create a fuller portrait of health care expenditures in the state. GA provides guidance and assistance with the review of the data specifications, collection and analysis of data and creation of analytic summary files and tools for CHIA.
- Gorman Actuarial consultants have served as reviewing actuaries for the individual and small group market quarterly rate filings since 2010 for the **Massachusetts Division of Insurance (MA DOI.)** This work includes reviewing insurer assumptions related to new mandated benefits. For example, MA recently issued a bulletin related to defining required services for behavioral health for children and adolescents which required all Massachusetts insurers to make an adjustment to their rates and for GA to review. In addition, GA has worked on many other projects over the years with the MA DOI including a market examination of compliance of coverage for preventive health care services, two cycles of rating examinations, study of dental prices, market study examining the expansion of the small group market from 50 to 100 and merging of the individual and small group markets. Each of the projects requires an extensive knowledge of health insurance rating and claims data. GA is currently engaged by the MA DOI and MA Connector to lead the analysis of various health care policy options for the merged market results of which will be presented to a Special Commission formed by the current Governor.

Rhode Island

- Gorman Actuarial consultants currently serve as the reviewing actuaries for individual, small group, large group, dental, vision, and stop loss rate filings in Rhode Island on behalf of the **Rhode Island Office of the Commissioner (OHIC.)** As in Massachusetts, insurers make assumptions in their rate development related to new mandated benefits and GA is responsible for reviewing and determining the reasonability of the assumptions used in the rate filing.

Maine

- Starting in the spring of 2019, Gorman Actuarial is engaged by the **Maine Bureau of Insurance (ME BOI)** to lead the analysis of various health care policy options for the individual and small group markets including examination of a merged market and impact of different reinsurance programs.

New York

- Gorman Actuarial led a study team, including FHC consultants, to analyze hospital prices and price variation in New York on behalf of the **New York Department of Financial Services and the New York Health Foundation.** This project involved collecting data from insurers, conducting interviews with the insurers, validating and analyzing the data and provider contracts, developing a price index methodology, and producing a public report.

Knowledge of Health Insurance Claims Processing and Consolidation

FHC's insight into health insurance claims analytics is deepened by our work on developing, implementing and providing day-to-day project management for all payer claims databases. Through work with data submitters and with data management vendors, FHC understands the similarities and differences among health insurance carriers' claims processing rules and operations. In addition, FHC team members bring experience as senior leaders in health insurance organizations -- John Freedman as Tufts Health Plan Director for Medical and Quality Management, Bela Gorman as Harvard Pilgrim's Director of Actuarial Services and Senior Actuary at BCBSMA and Jennifer Smagula as BCBSMA Actuary and Harvard Pilgrim Actuarial Pricing Manager. Specific project examples include:

Delaware

FHC currently serves as the primary consultant for the **Delaware Health Care Cost Database**, administered by the **Delaware Health Information Network** – the state's Health Information Exchange. As the HIE, the DHIN is in a unique position to collect both the clinical and claims data and integrate the two to support care coordination purposes. FHC advises the DHIN and its data collection/consolidation vendor on all aspects of implementation and operations, including data intake design, creating and running data quality processes, developing claims versioning processes, implementing provider identity resolution processes and analyzing datasets produced through these efforts. FHC also provides guidance on optimizing the

database and architecture to promote the integration of clinical and claims data and to ensure valid, reliable analytic results.

Oregon

Since 2015, FHC has supported the **Oregon Health Authority (OHA)** as its primary technical consultant and project manager for the Oregon All-Payer All Claims (APAC) Reporting Program. In this role, FHC works to help achieve APAC’s purpose of measuring the quality, quantity and value of health care in Oregon. Since beginning the engagement, FHC has provided strategic planning and technical support as APAC began collecting data on alternative payment methods; streamlined the data validation process by developing multiple tiers of data quality checks; facilitated a monthly APAC Technical Advisory Group; revised the APAC data release processes and materials to facilitate increased use of data products; and provided overall project management and vendor support to OHA staff.

Rhode Island

FHC has served as **Rhode Island’s APCD** strategic and project management consultant since 2010, during which time FHC has served as the project director for the interagency initiative and led three competitive procurements for APCD Data Management and Analytic services on behalf of both the RI Office of the Health Insurance Commissioner and the RI Executive Office of Health and Human Services. FHC continues to serve as the project manager for ongoing data collection and data access strategies, including leading the data release strategy, planning and strategic development on topics such as data release management, designing public-facing dashboards and finding new funding sources (including 90/10 Medicaid match) for five additional years. FHC also assisted in the design and delivery of reports supporting the Community Transformation Project, including support for designing specifications, data quality review and responding to questions and requests for more detail.

Colorado

FHC team members provided project management and subject matter expertise to **Colorado’s APCD** managed by the **Center for Improving Value in Health Care (CIVHC)** during the APCD’s implementation and its transition into full operations. Examples of tasks include creating data collection specifications, overseeing data management vendors, working with data submitters and creating initial reports. As the database developed, FHC team members led data quality and data analytics development for a broad array of stakeholders, including providers, consumers, hospitals and legislators, and managed data access requests from external users. Reports included transparent methodologies and data summaries.

FHC EXPECTATION OF ACCESS TO NHCHIS DATA

FHC understands that NHID will provide a copy of the CHIS extract upon commencement of the contract. Upon receipt of the data, FHC will extract and load the files into our secure data environment and begin validation and cleaning processes. This will ensure that the data are ready when a formal, time-limited request is forwarded to FHC. If a formal analysis is needed at the outset of the contract, FHC will work with NHID to develop a timeline that will

accommodate the data transfer and ETL processes while still leaving enough time to complete a rigorous, methodologically sound and well written report.

EXPERT CONSULTING TEAM

The proposed scope of work demands a breadth of experience few contractors can provide. The work requires expertise in APCD analytics, creation of meaningful data products, health policy, and project management. The NHID also needs a contractor that can navigate these various domains and recognize how they fit together.

In response, the combined FHC/GA team offers NHID a pool of seasoned experts with decades of experience working on projects of similar size and scope. The staff proposed for this project include national experts in APCD analytics, analytic tool development, and public policy – the majority of whom have also served on the teams responsible for CHIS claims data analytics and policy recommendations to the NHID. This institutional knowledge ensures that the project team is keenly aware of the big picture as well as the small details and affords the NHID a seamless continuation of program operations. FHC's President John Freedman, MD, MBA will serve as the Project Director and will be supported by Freedman's Analytic Manager Rik Ganguly MPH, who will lead the CHIS analytic tasks. Ms. Bloom, MPP will provide project management and report writing support.

FREEDMAN HEALTHCARE, LLC



John Freedman, MD, MBA, President, brings over 25 years of experience in performance measurement and improvement, health IT, care delivery, and health care reform. Before founding FHC in 2006, he held leadership roles at multiple innovative health care firms. Dr. Freedman served as the Medical Director for Quality at Kaiser Permanente in Colorado, and as Medical Director for Specialty Services at one of the Northeast's largest community health centers, overseeing 50 staff. While at Tufts Health Plan, he helped the organization climb to a #2 national NCQA quality ranking, overseeing a staff of seven physicians and 20 analysts. He has also served on the boards of Massachusetts Health Quality Partners and Network Health (a 300,000-member Medicaid health plan). Dr. Freedman graduated from Harvard College, University of Pennsylvania School of Medicine, and the University of Louisville School of Business.



Rik Ganguly, MPH brings experience in database management, analysis, quality measurement, statistical modelling, and interpretation and presentation of results to the project team. Recently for the NHID, Rik utilized CHIS data to identify clinicians and facilities that provided care to Substance Use Disorder (SUD) patients and helped determine whether NH payers abided to Federal laws regarding cost-sharing and parity for preventative and mental health services. Rik also created interactive data tools to enhance NHID's ability to drilldown on the results on the study of preventative and mental health services.

Rik has over ten years of experience in database management and statistical modelling, with high-level proficiency in SQL, SAS, MS Excel, and MS Access, working knowledge of Python and R. Before joining FHC, Mr. Ganguly worked as a research associate at the Lahey Hospital and Medical Center, where he managed clinical trials for Multiple Sclerosis (MS) patients, performed statistical analysis on numerous observational studies, and led quality improvement initiatives. He holds a Master of Public Health degree, with a concentration in Epidemiology, from the Boston University School of Public Health, as well as a Bachelor of Science degree from Marlboro College, with concentrations in Mathematics and Biology.



Ellen Bloom, MPP provides project management support including developing project schedules and protocols, coordinating stakeholder meetings, producing major deliverables and communications materials and monitoring project task completion. Prior to joining FHC, Ms. Bloom assisted in the development of multiple epidemiology studies for a public health research firm, where she collected new data and delivered visual representations of study trends. On a project for the Centers for Disease Control and Prevention's National Center for Health Statistics, Ms. Bloom supported enhancements to public health data dissemination systems and processes. Ms. Bloom is a graduate of Boston University College of Arts and Sciences and earned her Master of Public Policy with a focus in Health Policy from the University of Maryland School of Public Policy.

GORMAN ACTUARIAL (GA)

GA is a Massachusetts SOMWBA (State Office of Minority and Women Business Assistance) certified company, formed in January 2006 and located in Marlborough, Massachusetts. GA has performed several studies related to the Affordable Care Act for state insurance agencies and state health care policy divisions across the nation. These states include Massachusetts, Maine, Wisconsin, Nevada, Tennessee, Wyoming, New York, Rhode Island, New Hampshire, and Minnesota. In addition, GA has extensive experience with the Massachusetts market supporting the AGO, the HPC, the Massachusetts Division of Insurance (DOI), and the Massachusetts Health Connector.

For the past eight years, GA has been assisting the state of New Hampshire on an annual basis in understanding their cost trends and how it impacts health insurance premium rates. In addition, GA's experience with rate review allows them to understand how each of the carriers in the commercial market analyzes claims and non-claims trends, including understanding the assumptions and data used by insurers in determining the impact of new benefit mandates. GA's experience with the Massachusetts DOI, HPC and the AGO provides a solid foundation to understand provider cost trends including price and provider mix.

Freedman HealthCare is pleased to join with Gorman Actuarial to present a team of Health Care Actuarial Analytic Experts:



Bela Gorman, FSA, MAAA has over 25 years of health care actuarial experience and has extensive experience in provider payment reform, health care premium and rate development, health care analytics, and health policy. Over the years, Bela has lead dozens of studies analyzing the impacts of various health policies on the insured markets for states across the nation. In addition, Bela has provided consulting services to state agencies to analyze provider reimbursement and the variation in provider price. Bela has reviewed rate filings for various state agencies since 2010. Prior to starting her own consulting firm, Bela worked for the two largest health insurance carriers in Massachusetts. Bela was the Director of Actuarial Services at Harvard Pilgrim Health Care (HPHC), responsible for pricing the commercial and Medicare populations in Massachusetts, New Hampshire and Maine. Bela has also worked at BCBSMA, where she has experience as an Underwriter as well as actuarial pricing experience.



Jenn Smagula FSA, MAAA is an independent consultant who has 20 years of health care actuarial experience and has worked with GA on many of its projects for the past several years. Jenn has extensive experience in premium and rate development, trend analytics and provider payment reform. Prior to working as a consultant with GA, Jenn worked at two of the largest health insurance carriers in Massachusetts where her responsibilities included rate development, trend analysis and pharmacy analytics.

Linda M. Kiene, ASA is an independent consultant and actuarial analyst with over 20 years of actuarial experience. Linda's GA projects include aggregating, summarizing and analyzing insurance carrier data. Linda previously worked at Sharper Financial Group where she consulted on marketing and development of retirement products and programs. Prior to consulting, Linda was Assistant Vice President and Actuary in MetLife's Annuity Product Management department.

PROPOSED APPROACH FOR DEVELOPING ANALYSES AND TIMEFRAME

FHC understands that the NHID seeks highly skilled assistance in producing data-driven reports in response to legislative interest in health insurance benefit and coverage changes. FHC understands that these time sensitive, informal or formal requests must consider the impact of federal and state laws including to the Essential Health Benefits package, potential premium subsidies, and the medical efficacy of mandating the coverage. Since this RFP calls for *ad hoc* support of NHID's work, FHC's approach will be flexible, adaptable, and promptly responsive to the NHID's needs. We offer the following framework for development and delivery of a formal report. We also offer an approach to an informal analysis with the understanding that the complexity, documentation and delivery format will be customized based on NHID's requirements.

At Contract Initiation

Project Kickoff: At the start of the contract term, FHC/GA will conduct a kickoff meeting with the NHID team to confirm data sharing, report formats and team communication plans. The joint team will review FHC's proposed timeline for report development and adjust as needed.

Data transfer: FHC's understanding is that a legislatively-requested analysis must be conducted within a three-month window. To meet this timeline, FHC/GA anticipates that NHID will provide the CHIS data extract shortly after contract initiation. FHC/GA will extract and load the files into its secure environment and conduct various data quality and integrity reviews to ensure that the data are ready for analysis.

Approach to Delivering Formal Mandated Benefits Reports

FHC offers the following framework for an analytic workplan that meets a three-month timeline for a formal mandated benefits report. At the outset of the project, FHC/GA expects to consult with the NHID team to confirm the specific approach and adjust components as needed based on the complexity of the topic, data availability and timeframe.

1. Kickoff and Discovery

Upon receipt of information from NHID, during **Weeks 1-2**, FHC/GA will review the legislation, similar studies in other states and relevant medical literature. FHC/GA will arrange a meeting with NHID to review the analytic parameters, timeline and NHID key questions and discuss limitations on the analysis due to time constraints and data availability. FHC/GA may also request NHID assistance in interpreting the specifics of the legislative language.

FHC and NHID will jointly determine the relevance and availability of other data sources that may augment the analysis and together decide about acquiring and incorporating additional data sources within available resources and timelines.

Based on discussions with NHID, FHC/GA will deliver a final project plan, including a summary of the analytic approach, a schedule of draft and final deliverables with appropriate check-in points and approvals to proceed with next steps. With NHID feedback, FHC/GA will plan the statistical analysis. FHC/GA will then write the required specifications for the analysis and present to the NHID for review and feedback.

The deliverable for this task is a final project plan with a description of the proposed analytic approach and its limitations, mutually agreed upon timelines, due dates, deliverables and checkpoints.

2. Conduct Data Analysis

FHC/GA anticipates that most data analytic tasks will focus on data derived from NHCHIS. With data loading and preparation steps completed early in the contract term, FHC/GA will run the analysis during **Weeks 3 -6**. Assuming that NHCHIS is the sole source of the data for the analysis, FHC will present these preliminary results to NHID to obtain New Hampshire-specific insights into the analysis and further issues that may need review.

FHC/GA will plan to review preliminary results with NHID in **Week 7**. Based on NHID feedback, FHC will make necessary changes in **Weeks 8 & 9** and provide revised analytic results to NHID by the end of **Week 9**.

3. Report Write Up and Review

FHC/GA will utilize **Weeks 8-11** to synthesize the presented analyses and findings into a draft report. The draft report will include a summary of the legislation, and, as applicable and publicly available, similar examinations in other states and FHC/GA will deliver a draft of the final report to NHID in **Week 12**.

Based on NHID's feedback, FHC will revise the report and submit a final version to NHID during **week 13**. The final deliverable will include a data book, code used for the extract and analysis and the data extract supporting the analysis.

Timeline	Tasks for Formal Requests	Deliverables
Week 1-2	Kickoff and Discovery: FHC/GA receives request from NHID and conducts discovery and literature review. FHC/GA plan statistical analysis. FHC/GA drafts required specifications.	Analysis plan, restatement of NHID's key questions and project plan/timeline
Weeks 3—6	Conduct Data Analysis: FHC/GA extracts data; runs analyses, reviews results	
Week 7	Review preliminary results with NHID	Preliminary findings based on data analysis
Weeks 8-9	If necessary, adjust analysis parameters and prepare revised analysis	Revised preliminary findings, if necessary
Weeks 8-11	FHC/GA report drafting, ending with delivery of draft to NHID	Draft for NHID internal review
Week 12	NHID reviews and returns comments to FHC	
Week 13	FHC/GA submits final report deliverable to the NHID alongside final datasets and summaries, all written code, and corresponding data book	Final report Data Book Code Produced final datasets

Approach to Delivering Informal Analyses

FHC and GA look forward to developing ad-hoc informal analysis as needed. Upon receipt of a request from NHID, FHC will review, request clarification if needed, and quickly propose an approach/methodology. FHC will confirm the format of the deliverable (memo, data extract, aggregated data, etc.) and the level of effort needed to produce the analysis. Upon NHID’s approval of the approach, timeline and budget, FHC will prepare the analysis and present the results of the analysis in a manner that meets the NHID’s needs in terms of depth, breadth, and timeframe.

TEAM RESPONSIBILITIES

The following table summarizes project roles and tasks on both formal and informal analyses.

Team Member	Project Role	Summary of Responsibilities
John Freedman	Project Director	Oversee project team and responsible for all FHC/GA deliverables; provide advisory input to methodology; interpret findings from data analysis
Rik Ganguly	Analytic Manager	Clean and validate data; Create code as needed; Assist in development of analysis; Run analysis; Vet analysis
Ellen Bloom	Project Management/Writer	Project management support; prepare materials
Jenn Smagula	Actuarial Expert	Help design the analysis; Review results for reasonability; Provide feedback, review, and edit any reports
Bela Gorman	Actuarial Expert	
Linda M. Kiene	Actuarial Expert	

CONFLICT OF INTEREST

Freedman HealthCare is not aware of any actual or potential conflicts of interest.

ACCEPTANCE OF TERMS

Freedman HealthCare accepts the terms of the state of New Hampshire Contract A Form P-37 without modification.

AVAILABILITY OF CONTRACTOR RESOURCES

FHC/GA will meet the requirements of this contract and is to provide high quality deliverables on schedule. FHC/GA anticipates that all proposed staff will be available during the term of the contract. FHC/GA will notify NHID if a new or replacement team member is added to the project.

REFERENCES

Reference 1

For work on two Cost and Market Impact Review reports (CMIRs) in 2019:

Shauna Walker, Research Analyst

Connecticut Office of Health Strategy (OHS)

450 Capitol Avenue, MS#51OHS, P.O. Box 340308

Hartford, CT 06134-0308

860-418-7069

Shauna.Walker@ct.gov

Reference 2

For years of analytical support to the annual Cost Trends Report and hearings:

Amara Azubuike, Assistant Attorney General

Health Care Division

Office of the Attorney General

One Ashburton Place

Boston, MA 02108-1598

(617) 963-2021

Amara.Azubuike@state.ma.us

Reference 3

For analytical support including the Massachusetts Cost and Market Impact Review (CMIR):

Megan Wulff, Director of Market Oversight and Monitoring

Massachusetts Health Policy Commission (HPC)

(617) 979-1423

megan.wulff@state.ma.us

Attachment A: Rate Card and Estimated Budget

1. Hourly Rates

Staff Member	Hourly Rate
John Freedman	\$275
Rik Ganguly	\$175
Ellen Bloom	\$125
Bela Gorman	\$425
Jennifer Smagula	\$390
Linda Kiene	\$240

Other expenses: Round trip mileage, Newton to Concord, per trip, for on-site meetings with NHID, to be requested at IRS rates in effect for the calendar year (\$0.57 per mile in 2020).

2. Estimate for a Hypothetical Formal Mandated Benefits Review

a. Assumptions

- i. Data are derived from NHCHIS; no other data sources are required.
- ii. NHCHIS data will be refreshed annually.
- iii. Final written report must be delivered within three months of NHID request.
- iv. FHC will need to load and QA NHCHIS data load; we anticipate this will be required one time per year when NHCHIS data are delivered. This cost is included in the estimate below. FHC is open to considering alternate methods of allocating this cost to all the projects for the year.

b. Example of Estimated Level of Effort for a Formal Mandated Benefits Review

The following estimates are intended to offer NHID an expected budget for a formal review.

Personnel	Estimated Hours	Estimated Cost	Notes
John Freedman	18	\$4,950	Project direction; clinical and insurance market insight
Jennifer Smagula	10	\$3,900	Consultation on analytic methodology and review of results
Rik Ganguly	90	\$15,750	<ul style="list-style-type: none"> • 60 hours for analysis • 30 hours ETL, cleaning, QA (one-time cost per year)
Ellen Bloom	60	\$7,500	Project management and report writing
Estimated Total		\$32,100.00	

Attachment B: Resumes

FREEDMAN HEALTHCARE, LLC

John Freedman, MD, MBA

Rik Ganguly, MPH

Ellen Bloom, MPP

GORMAN ACTUARIAL

Jenn Smagula, FSA, MAAA

Bela Gorman, FSA, MAAA

Linda M. Kiene, ASA

John Freedman, MD, MBA



Professional Experience

Freedman HealthCare, LLC
President & CEO

2005 to Date
Newton, MA

- Freedman Healthcare provides strategic consulting regarding performance measurement and improvement, health IT, analytics, population health management, healthcare reform, and health policy.

Network Health, Inc.
Member, Board of Directors

2008-2011
Medford, MA

- Director for Network Health, Inc. serving 300,000 members in the Medicaid and Commonwealth Care (insurance exchange) populations.

Massachusetts Health Quality Partners
Member, Board of Directors

2005
Watertown, MA

- Director at MHQP, a regional health care collaborative, Chartered Value Exchange, and recognized national leader in quality measurement and reporting.

Tufts University School of Medicine
Adjunct Assistant Professor of Medicine

2002 to Date
Boston, MA

Tufts Health Care Institute (formerly Tufts Managed Care Institute)
Faculty

1999-2011
Boston, MA

- Associate Medical Director (2001-07), Faculty (1999-11) and Course Director (2000-02) of highly rated managed care residency rotation for graduating medical residents

Tufts Health Plan
Asst. Vice President/Medical Director for Medical and Quality Management

1999-2005
Watertown, MA

- Led clinical measurement programs including Pay-for-Performance contracting, physician profiling, public provider report cards, HEDIS, tiered-network products, predictive modeling, disease management, pharmacy, and medical management.
- Recipient of 2004 Innovator's Award from America's Health Insurance Plans for Navigator®, the first quality- and cost-based tiered network product

CarisDiagnostics (now Miraca Life Sciences)
Co-Founder

1997-2001
Newton, MA

- Co-founder of CarisDiagnostics, the largest skin pathology laboratory in New England.

Boston University School of Medicine **1994-2005**
Clinical Assistant Professor of Medicine **Boston, MA**

East Boston Neighborhood Health Center **1994-1999**
Medical Director for Specialty Services/ Clinician **East Boston and Winthrop, MA**

- Developed clinical services including endoscopy suite and optical laboratory
- Managed relationships with three affiliated Boston academic medical centers
- Managed 40 specialty physicians at three sites.

Kaiser Permanente and Colorado Permanente Medical Group **1993-1994**
General internist/Assistant Medical Director for Quality Improvement **Denver, CO**

- Chair of the Quality Improvement Committee
- Directed HEDIS reporting and improvement programs

University of Louisville **1991-1993**
Clinical Assistant Professor of Medicine **Louisville, KY**

Community Experience
Fishing Partnership Support Services **2013 to Date**
Member, Board of Directors **Burlington, MA**

- Director for the Fishing Partnership, a non-profit organization serving New England commercial fishermen and their families by providing them access to health services, social support, and safety training.

City of Newton **2008-2011**
Two-Term Elected Alderman (City Councilor) **Newton, MA**

- Vice Chairman, Finance Committee (2010-11); Vice Chairman, Programs & Services Committee (2008-09); Chairman, Rules committee (2008-09).

Temple Beth Avodah **2006-2011**
Trustee/Executive Committee **Newton, MA**

New Art Center **2001-2009**
Executive Committee **Newton, MA**

President (2003-05), Treasurer (2002-03), and Executive Committee member of non-profit community art center with over 1400 students and regionally acclaimed series of professional exhibitions.

Education
University of Louisville 1993
 M.B.A. with a concentration in Health Systems. Beta Gamma Sigma.

Boston University Medical Center 1988-1991
 Internship and Residency in Internal Medicine

University of Pennsylvania 1984-1988
 M.D. W.K. Kellogg Foundation Fellowship at Medicare Payment Assessment Commission, Chairman
 Stuart Altman

Harvard College 1984
 A.B. in Biology, *magna cum laude*. Thesis: original research in physiology of vertebrate locomotion

Certification and Licensure
American College of Physicians, Fellow 2016

American Board of Internal Medicine 1991, 2000

Medical License
 MA (active), CO (inactive), IN (inactive), KY (inactive)

Publications

- Why Are Hospital Prices Different? An Examination of New York Hospital Reimbursement. December 2016. New York State Health Foundation. Data analyses, quality analyses and project management support provided by Freedman HealthCare, LLC. <http://nyshealthfoundation.org/uploads/resources/an-examination-of-new-york-hospital-reimbursement-dec-2016.pdf>
- **Freedman JD**, Green L & Landon BE (2016) All-Payer Claims Databases—Uses and Expanded Prospects after *Gobeille*. New England Journal of Medicine. <http://www.nejm.org/doi/pdf/10.1056/NEJMp1613276>
- Examination of Health Care Cost Trends and Cost Drivers Pursuant to G.L. c 12C, § 17: Report for Annual Public Hearing Under G.L. c. 6D, § 8. October 2016. Analytic support provided by Freedman HealthCare, LLC. <http://www.mass.gov/ago/docs/healthcare/cc-pharma-100716.pdf>
- Massachusetts Health Policy Commission Review of Beth Israel deaconess Care Organization’s Proposed Contracting Affiliation with New England Baptist Hospital and New England Baptist Clinical Integration Organization (HPC-CMIR-2015-1) and Beth Israel Deaconess Care Organization’s Proposed Contracting Affiliation and Beth Israel Deaconess Medical Center’s and Harvard Medical Faculty Physician’s Proposed Clinical Affiliation with MetroWest Medical Center (HPC-CMIR-2015-2 and HPC-CMIR-2016-1), Final Report, September, 2016. Analytic support provided by Freedman HealthCare, LLC. <http://www.mass.gov/anf/docs/hpc/material-change-notices/bidco-nebh-metrowest-bidmc-final-cmir.pdf>
- Re-examining the Health Care Cost Drivers and Trends in the Commonwealth: A Review of State Reports, Massachusetts Association of Health Plans, February 2016. Report prepared by Freedman HealthCare, LLC. <http://www.mahp.com/assets/pdfs/MAHP-freedman-report.pdf>

- Examination of Health Care Cost Trends and Cost Drivers, Massachusetts Attorney General's Office, September 18, 2015. Analytic support provided by Freedman HealthCare, LLC. <http://www.mass.gov/ago/docs/healthcare/cctcd5.pdf>
- Examination of Health Care Cost Trends and Cost Drivers, Massachusetts Attorney General's Office, June 30, 2015. Analytic support provided by Freedman HealthCare, LLC. <http://www.mass.gov/ago/docs/healthcare/hc-ct-cd-06-2015.pdf>
- 2015 Cost Trends Report: Provider Price Variation, Commonwealth of Massachusetts Health Policy Commission, January 2015. Analytic support provided by Freedman HealthCare, LLC, <http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/health-policy-commission/publications/2015-ctr-ppv.pdf>
- **Freedman HealthCare.** Understanding the Health Care Cost Drivers and Trends in the Commonwealth: A Review of State Reports (2008-2013). Massachusetts Association of Health Plans. Report prepared by Freedman HealthCare, March 2014. Available at: <http://mahp.com/assets/pdfs/MAHP-cost-drivers-in-the-cwealth.pdf>.
- **Freedman JD, Apgar K, et al.** Health Care Advisory Committee First Report. City of Newton. December 2013. <http://www.newtonma.gov/civicax/filebank/documents/55844/Report.pdf>
- Katz NP, Birnbaum H, Brennan MJ, Freedman JD, et al., Prescription Opioid Abuse: Challenges and Opportunities for Payers. *Am J Manag Care* 19(4):295-302, 2013.
- Examination of Health Care Cost Trends and Cost Drivers, Massachusetts Attorney General's Office, April 24, 2013. Analytic support provided by Freedman HealthCare, LLC. <http://www.mass.gov/ago/docs/healthcare/2013-hcctd.pdf>
- Year 1 Final Report, Massachusetts Statewide Quality Advisory Committee, November 2012. Measurement expertise and recommendations provided by Freedman Healthcare, LLC. <http://www.mass.gov/chia/docs/g/sqac/sqac-final-report-11-9-12.pdf>
- Assessment of the Texas Tobacco Cessation Landscape: Recommendations for Public-Private Partnership Development, Tobacco Research & Evaluation Team. The University of Texas at Austin and Department of State Health Services. Tobacco Prevention and Control, September 24, 2012, prepared by Freedman Healthcare, LLC.
- Assessment of Health Insurance Landscape for Public-Private Partnership Development, Massachusetts Department of Public Health- Tobacco Cessation and Prevention Program, August 27, 2012, prepared by Freedman Healthcare, LLC.
- Examination of Health Care Cost Trends and Cost Drivers, Massachusetts Attorney General's Office, June 22, 2011 and August 3, 2011 with analytic support provided by Freedman HealthCare, LLC. <http://www.mass.gov/ago/docs/healthcare/2011-hcctd-full.pdf>
- Massachusetts Health Care Cost Trends, Price Variation in Health Care Services, Division of Health Care Finance and Policy, June 3, 2011, with analytic support provided by Freedman HealthCare, LLC. <http://www.mass.gov/chia/docs/cost-trend-docs/cost-trends-docs-2011/price-variation-report.pdf>
- **Freedman JD, Gottlieb AB, Lizzul P.** Physician Performance Measurement: Tiered networks, and Dermatology. *J Amer Acad of Dermatol*, 64(6):1164-9, 2011.
- **Advancing Meaningful Use: Simplifying Complex Clinical Metrics through Visual Representation**, the Parsons Institute for Information Mapping, PIIMS Research, October 15, 2010, http://piim.newschool.edu/_media/pdfs/PIIM-RESEARCH_AdvancingMeaningfulUse.pdf
- **Freedman JD.** Providers and Performance Measurement: Helping Patients and Providers: Care Focused Purchasing, Inc., May 17, 2010. http://www.businessgrouphealth.org/docs/CFP_PositionPaperII_ProvidersPerformanceMeasurement.pdf

- Examination of Health Care Cost Trends and Cost Drivers, Massachusetts Attorney General's Office, March 16, 2010 with analytic support provided by Freedman HealthCare, LLC. <http://www.mass.gov/ago/docs/healthcare/final-report-w-cover-appendices-glossary.pdf>
- Schein JR, Kosinski MR, Janagap-Benson C, Freedman JD. Functionality and health-status benefits associated with reduction of osteoarthritis pain. *Curr Med Res Opin* 24(5):1255-65, 2008.
- Freedman JD, Landon BE. Massachusetts' health plans use of selected quality and utilization management tools. Massachusetts Medical Society 2008. Available at www.massmed.org
- Kosinski M, Janagap C, Gajria K, Schein J, Freedman J. Pain relief and pain-related sleep disturbance with extended-release tramadol in patients with osteoarthritis. *Curr Med Res Opin* 23(7):1615-26, 2007.
- Freedman JD. Efficiency in Health Care: What Does it Mean? How is it Measured? How Can it be Used for Value-Based Purchasing? Academy Health. May 23-24, 2006. [www.academyhealth.org/files/publications/Efficiency Report.pdf](http://www.academyhealth.org/files/publications/Efficiency%20Report.pdf)
- Miner AL, Sands KE, Yokoe DS, Freedman J, Thompson K, Livingston JM, Platt R. Enhanced identification of postoperative infections among outpatients. *Emerg Infect Dis* 10(11), 2004. <http://dx.doi.org/10.3201/eid1011.040784>
- Freedman JD, Beck A, Robertson B, Calonge BN, Gade G. Using a mailed survey to predict hospital admission among patients older than 80. *J Amer Geriatrics Soc* 44(6):689-92, 1996.
- Freedman JD, Mitchell CK. A simple strategy to improve patient adherence to outpatient fecal occult blood testing. *J General Intern Med* 9(8):462-4, 1994.
- Siddiqi SU, Freedman JD. Isolated central nervous system mucormycosis. *Southern Med J* 87(10):997-1000, 1994.
- Cohen LM, McCall MW, Hodge SJ, Freedman JD, Callen JP, Zax RH. Successful treatment of lentigo maligna and lentigo maligna melanoma with Mohs' micrographic surgery aided by rush permanent sections. *Cancer* 73(12):2964-70, 1994.
- Freedman JD, Beer DJ. Expanding perspectives on the toxic shock syndrome. *Adv Intern Med* 36:363-97, 1991.

Selected Invited Meetings and Presentations

- Implications of Expanding State All Payer Claims Databases, Health Information and Management Systems Society (HIMSS) Annual Conference, Las Vegas, NV, March 1, 2016.
- Re-examining the Health Care Cost Drivers and Trend in the Commonwealth: A Review of State Reports (2008-2015), Massachusetts Association of Health Plans (MAHP) Forum, Boston, MA, February 9, 2016.
- Health Care Claims and Claims Databases, Data Analysis for Professionals (HPM242), Harvard School of Public Health, Boston, MA, February 22, 2016.
- Project Facilitator, Field Project in Quality Improvement (HCM758), Harvard School of Public Health, Boston, MA, September 21, 2015.
- Political Economy of the US Healthcare System, Occupational Health Policy and Administration (EH231), Harvard School of Public Health, Boston, MA, March 2, 2015.
- A National Perspective of the All-Payer Claims Database Landscape. The Network for Excellence in Health Innovation (NEHI), Boston, MA, November 4, 2014.
- CMS SIM and Exchange Investments to Build States' Data Infrastructure, National Association of Health Data Organizations (NAHDO) Annual Conference, San Diego, CA, October 8, 2014.
- Physician Perspective on the Role of Multipayer Databases, Medical Informatics World Conference, Boston, MA, April 28, 2014.

- Trends in Transparency and Quality in Health Care Reform: Current Topics in American Health Care Policy, Tufts University Medical School, Boston, MA, April 10, 2014.
- Political Economy of the US Healthcare System; Occupational Health Policy and Administration (EH231), Harvard School of Public Health, Boston, MA, March 31, 2014.
- What Happens in Colorado: Take Aways for Strong Reporting Programs, National Association of Health Data Organizations Health Data Summit, Denver, CO, December 12, 2013.
- Frontiers in Physician Measurement: Exploring Patient Narratives and Patient-Reported Outcomes for Public Reporting. AHRQ CVE Learning Network Webinar, December 18, 2013.
- Frontiers in Physician Measurement: Reporting on Individual Physicians. AHRQ CVE Learning Network Webinar, November 25, 2013.
- Project Facilitator, Field Project in Quality Improvement (HCM758), Harvard School of Public Health, Boston, MA, September 23 & November 18, 2013.
- Health Reform and Medical Practice in Maine, Maine Medical Association, Freeport, ME, June 10, 2013.
- Health Care Reform and Trends, MA Academy of Dermatology, Waltham, MA May 1, 2013.
- CVE Collaboration with State Medical Societies: Need to do it, but how? AHRQ CVE Learning Network Webinars, March 11, 2013 & April 8, 2013.
- Political Economy of the US Healthcare System, Occupational Health Policy and Administration (EH231), Harvard School of Public Health, Boston, MA, April 8, 2013.
- Health Data and Health IT, Center for the Improvement of Value in Health Care, Denver, CO, April 2, 2013.
- Quality and Performance Measurement in Health Care, in American Health Care System, Northeastern University, Boston, MA, March 19, 2013.
- Project Facilitator, Quality Improvement and Quantitative Methods in Quality (HCM756), Harvard School of Public Health, Boston, MA, September 24, 2012 & January 7, 2013.
- All Payer Claims Datasets and Big Data. Collaborative Health Consortium, webinar, December 7, 2012.
- Creating Actionable Data from All Payer Claims Databases, NAHDO 27th Annual Conference, New Orleans, LA, October 23, 2012.
- APCDs - How Big Data in Health Care will Empower Patients and Transform Health Care, Strata Rx 2012 Conference, San Francisco, CA, October 16, 2012.
- Follow the Money: Healthcare Expenditures, Financing and Actions to Control Cost, Health Systems I, Suffolk University, Boston, MA, October 1, 2012.
- Political Economy of the US Healthcare System, Occupational Health Policy and Administration (EH231), Harvard School of Public Health, Boston, MA, April 2, 2012.
- Quality Measurement, Massachusetts Statewide Quality Advisory Committee, Boston, MA, February 16, 2012.
- Understanding Massachusetts Healthcare Costs; the Attorney General's Reports, Hallmark Health, The Ninth Charles F. Johnson Lecture, Lawrence Memorial Hospital of Medford, November 29, 2011.
- Follow the Money: Healthcare Expenditures, Financing and Actions to Control Cost, Health Systems I, Suffolk University, Boston, MA, October 3, 2011.
- Project Facilitator, Quality Improvement and Quantitative Methods in Quality (HCM756), Harvard School of Public Health, Boston, MA, September 19, 2011 & January 9, 2012.
- Political Economy of the US Healthcare System, 2011 Tufts Healthcare Institute's Practicing Medicine in a Changing Health Care Environment, August 15, 2011.

- Lessons from the Gamer Community for Physicians, O'Reilly FOO Healthcare Conference sponsored by the Robert Wood Johnson Foundation, Cambridge, MA, July 15-17, 2011.
- How to Improve the Effectiveness of US Health Care Spending, O'Reilly FOO Healthcare Conference, sponsored by the Robert Wood Johnson Foundation, Cambridge, MA, July 15-17, 2011.
- Best Practices in Hospital Clinical Data Benchmarking Programs, Colorado Hospital Association, Denver, CO, July 26, 2011.
- All Payer Claims Datasets, Colorado Hospital Association, Denver, CO, July 26, 2011.
- Testimony of Dr. John Freedman, Annual Public Hearing under Chapter 118G, section 6½, Review of Findings from AGO Examination of Health Care Cost Trends and Cost Drivers, Boston, MA, June 30, 2011.
- Best Practices for Healthcare Data Integration, Business Intelligence Technology Advisors Webinar, June 2011.
- Best Practices in Hospital Clinical Data Benchmarking Programs, Part 1 and Part 2, Virginia Hospital Association Webinar, June 8, 2011.
- How Are We Doing? Measuring Performance in a Hospital, Virginia Hospital Association Webinar, May 25, 2011.
- How Are We Doing? Performance Measurement in Healthcare, Maine Hospital Association, Portland, ME, May 18, 2011.
- Best Clinical Practices in Hospital Clinical Data Benchmarking Programs, Maine Hospital Association, May 18, 2011.
- All Payer Claims Datasets: A Valuable Tool for Accountable Care, Massachusetts Governor's Health Information Technology Conference, Worcester, MA, May 31, 2011.
- Political Economy of the US Healthcare System, in Occupational Health Policy and Administration (EH231), Harvard School of Public Health, Boston, MA, April 4, 2011.
- The Future of Clinical Practice Planning for Reform, American College of Rheumatology, March 2011.
- All-Payer Claims Datasets, Massachusetts Health Data Consortium, Waltham, MA, January 11, 2011.
- How Are We Doing? Performance Measurement in Health Care, South Shore Physician Hospital Organization Annual Meeting, South Weymouth, MA, October 7, 2010.
- Project Facilitator, Quality Improvement and Quantitative Methods in Quality (HCM756), Harvard School of Public Health, Boston, MA, September 27, 2010 and January 10, 2011.
- Are Your Physicians Ready for Reform? Healthcare Finance News Virtual Conference and Expo web-based seminar, September 15, 2010.
- Transitioning a Provider to an Accountable Care Organization, Recombinant Data Corporation, web-based seminar, June 22, 2010. Best Practices for Healthcare Data Integration: Health Trends, BIT Advisors, web-based seminar, June 17, 2010.
- Political Economy of the US HealthCare System, Harvard School of Public Health, Boston, MA, April 12, 2010.
- Testimony of Dr. John Freedman, Annual Public Hearing under Chapter 118G, section 6½, Review of Findings from AGO Examination of Health Care Cost Trends and Cost Drivers, Boston, MA, March 16, 2010.

Rik Ganguly, MPH



Professional Experience

Freedman HealthCare, LLC
Analytics Manager

December 2015 to Date
Newton, MA

- Performed analytic services for state government clients to: 1) compare quality of care across hospitals and physician groups, and 2) evaluate health insurance coverage and access to care. Utilized nationally recognized measures on process, outcomes, and patient experience, as well as results from telephone surveys. Conducted statistical testing in SAS and created composite scores to provide summary-level results. Tailored analytic strategies to address client needs. Concisely summarized findings and provided interpretations.
- Utilized claims data to determine price for various procedures and assessed how these prices varied by hospital. Assisted with and interpreted correlation analysis of price and quality, and whether there was an association between high prices and better quality.
- Working knowledge of the SAS statistical package, high-level proficiency in MS Excel and MS Access, elementary knowledge of SQL and R. Application of epidemiological and biostatistical methods in interpreting health data.
- Over six years of experience in database management, analysis, statistical modelling, and interpretation and presentation of results.

Center for Global Health and Development, Boston University
Statistical Analyst

March 2015 to November 2015
Boston, MA

- Conducted statistical analysis on a 6-month drug adherence study on HIV patients in China
- Evaluated the efficacy of text-message reminders in improving on-time Antiretroviral Therapy (ART) dosing
- Performed t-tests and chi-square tests, fitted Poisson models, analyzed data for problem points and missing data

Department of Neurology, Leahy Hospital and Medical Center
Statistical Analyst

November 2010 to November 2015
Lexington and Burlington, MA

- Performed statistical analysis using SAS to monitor various side effects to Multiple Sclerosis (MS) medications
- Provided interpretations and reported statistical results, served as co-author for numerous abstracts, presented results at conferences such as the American Academy of Neurology (AAN).
- Developed logistic regression models to evaluate predictors for clinical outcomes following treatment discontinuation.
- Assisted with development of MS treatment adherence questionnaire.
- Managed MS clinical trials, enrolled patients, completed submissions to our IRB, maintained Access database.

- Took initiative to revamp the department’s website, including creating a pre-enrollment application, and developed new pages to connect with industry, patients, and healthcare professionals.

Brigham and Women’s Hospital and Harvard Medical School
Research Student, Sponsored Staff

June 2008 to September 2010
Boston, MA

- For research project examining effects of hemofiltration after Acute Kidney Injury (AKI), performed data entry, chart review, validation, and developed coding schemes to ensure accurate data capture

Education

Master of Public Health (MPH) with concentration in Epidemiology **2015**
 Boston University School of Public Health, Merit Award recipient

Bachelor of Science (BS) with concentrations in Biology and Mathematics (High Honors) **2010**
 Marlboro College, Marlboro, VT, Presidential Scholarship recipient

Reports and Publications

“Serum Creatinine at CRRT Initiation and Survival in Acute Kidney Injury.” Authors: Domingo Chang, Karthik Mahadevappa, **Rik Ganguly**, Stephanie A. Lublin, Nina E. Toloff-Rubin, Kenneth B. Christopher. American Society of Nephrology Meeting, San Diego, CA, October, 2009.

“Clinical Aspects of Multiple Sclerosis Patients with Normal Spinal Cord Imaging.” Authors: Claudia Chaves, **Rik Ganguly**, Ann Camac, MaryAnne Muriello, Grace Lee. Consortium of Multiple Sclerosis Centers (CMSC) Meeting, San Diego, CA, June, 2012.

“Incidence of Silent Spinal Cord Lesions in Relapsing Remitting Multiple Sclerosis.” Authors: Claudia Chaves, **Rik Ganguly**, Ann Camac, MaryAnne Muriello, Grace Lee. Consortium of Multiple Sclerosis Centers (CMSC) Meeting, San Diego, CA, June, 2012.

“T-Cell Subtype in Multiple Sclerosis Patients Treated with Fingolimod.” Authors: Claudia Chaves, **Rik Ganguly**, Caitlin A. Dionne, MaryAnne Muriello, Ann Camac. Consortium of Multiple Sclerosis Centers (CMSC) Meeting, San Diego, CA, June, 2012.

“Post-void Residual Measurements in RRMS patients without Urinary Symptoms.” Authors: Claudia Chaves, **Rik Ganguly**, Caitlin Dionne, Ann Camac, MaryAnne Muriello. Consortium of Multiple Sclerosis Centers (CMSC) Meeting, Orlando, FL, June, 2013.

“Safety and Efficacy of Dimethyl Fumarate in Patients with Relapsing Remitting MS (RRMS) in a Community Setting.” Authors: Claudia Chaves, **Rik Ganguly**, Caitlin Dionne, Ann Camac. Consortium of Multiple Sclerosis Centers (CMSC) Meeting, Dallas, TX, June, 2014.

“Safety and Efficacy of Teriflunomide in Patients with Relapsing Remitting MS (RRMS) in a Community Setting.” Authors: Claudia Chaves, **Rik Ganguly**, Caitlin Dionne, Ann Camac. Consortium of Multiple Sclerosis Centers (CMSC) Meeting, Dallas, TX, June, 2014.

“Clinical Characteristics and Imaging Features of Late Onset Multiple Sclerosis (LOMS).” Authors: Claudia Chaves, Rik Ganguly, Caitlin Dionne, Ann Camac. Consortium of Multiple Sclerosis Centers (CMSC) Meeting, Dallas, TX, June, 2014.

“Safety and Efficacy of Dimethyl Fumarate in Patients with Multiple Sclerosis- Real World Experience.” Authors: Claudia Chaves, Rik Ganguly, Caitlin Dionne, Ann Camac. Americas Committee for Treatment and Research in Multiple Sclerosis (ACTRIMS) and European Committee for Treatment and Research in Multiple Sclerosis (ECTRIMS) Joint Meeting, Boston, MA, September, 2014.

“Safety and Efficacy of Dimethyl Fumarate in Patients with Multiple Sclerosis- Real World Experience.” Authors: Claudia Chaves, Rik Ganguly, Caitlin Dionne, Ann Camac. American Academy of Neurology (AAN), Washington, DC, April, 2015.

“Relapse and Rebound Risks After Natalizumab Discontinuation in Patients with Multiple Sclerosis.” Authors: Claudia Chaves, Caitlin Dionne, Rik Ganguly, Ann Camac. American Academy of Neurology (AAN), Washington, DC, April, 2015.

“Do Oral Disease Modifying Agents (DMTs) Improve Adherence to MS Treatment? A Comparison of Oral and Injectable Drugs.” Authors: Caitlin Dionne, Rik Ganguly, Ann Camac, Claudia Chaves. Consortium of Multiple Sclerosis Centers (CMSC) Meeting, Indianapolis, IN, May, 2015

“Lymphocyte Subtypes in Relapsing Remitting Multiple Sclerosis (RRMS) Patients Treated with Dimethylfumarate (DMF).” Authors: Rik Ganguly, Caitlin Dionne, Ann Camac, Claudia Chaves. American Academy of Neurology (AAN), Vancouver, BC, April, 2016.

“Massachusetts Health Policy Commission Review of Beth Israel Deaconess Care Organization’s Proposed Contracting Affiliation with New England Baptist Hospital and New England Baptist Clinical Integration Organization and Beth Israel Deaconess Care Organization’s Proposed Contracting Affiliation and Beth Israel Deaconess Medical Center’s and Harvard Medical Faculty Physicians’ Proposed Clinical Affiliation with Metrowest Medical Center.” Report prepared by the Massachusetts Health Policy Commission, with analytics from Freedman Healthcare, LLC. July, 2016. Available at: <http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/health-policy-commission/material-change-notices-cost-and-market-impact-reviews/bidco-preliminary-cmir.pdf>

“Why are Hospital Prices Different? An Examination of New York Hospital Reimbursement.” Report prepared by Gorman Actuarial, Inc., on behalf of New York State Health Foundation, with analytics from Freedman Healthcare, LLC. December 2016. Available at: <http://nyshealthfoundation.org/uploads/resources/an-examination-of-new-york-hospital-reimbursement-executive-summary-dec-2016.pdf>

“Massachusetts Health Policy Commission Review of Partner’s HealthCare System’s Proposed Acquisition of Massachusetts Eye and Ear Infirmary, Massachusetts Eye and Ear Infirmary and Associates, and Affiliates.” Report prepared by the Massachusetts Health Policy Commission, with analytics from Freedman Healthcare, LLC. January, 2018. Available at: https://www.mass.gov/files/documents/2018/01/03/PHS-MEE%20Final%20CMIR%20Report_0.pdf

“Massachusetts Health Policy Commission Review of The Proposed Merger of Lahey Health System; CareGroup and its Component Parts, Beth Israel Deaconess Medical Center, New England Baptist Hospital, and Mount Auburn Hospital; Seacoast Regional Health Systems; and Each of their Corporate Subsidiaries into Beth Israel Lahey Health; and The Acquisition of the Beth Israel Deaconess Care Organization by Beth Israel Lahey Health; and The Contracting Affiliation Between Beth Israel Lahey Health and Mount Auburn Cambridge Independent Practice Association.” Report prepared by the Massachusetts Health Policy Commission, with analytics from **Freedman Healthcare, LLC**. July, 2018. Available at:

https://www.mass.gov/files/documents/2018/07/18/Preliminary%20CMIR%20Report%20-%20Beth%20Israel%20Lahey%20Health_0.pdf

“Assessing the Financial Health of Massachusetts Hospitals.” Authors: **John Freedman** and **Rik Ganguly**. Report prepared by **Freedman Healthcare, LLC** for the Massachusetts Association of Health Plans. February, 2019, updated April, 2019.

“The Connecticut Office of Health Strategy: Cost and Market Impact Review of Yale-New Haven Health System’s Proposed Affiliation with Milford Hospital, 18-32270-CMIR, Pursuant to C.G.S §19a-639f; Final Report.” Report by **Freedman Healthcare, LLC** for the Connecticut Office of Health Strategy. **Freedman Healthcare, LLC** authors: **Brian Boates**, **Rik Ganguly**, **Danielle DiCenzo**, **Lisa Tse**, **Ellen Bloom**, **John Freedman**, **Adam Green**, **Emma Rourke**. May, 2019.

“The Connecticut Office of Health Strategy: Cost and Market Impact Review of Hartford Healthcare Corporation’s Proposed Acquisition of Saint Vincent’s Medical Center, 18-32271-CMIR, Pursuant to C.G.S §19a-639f; Preliminary Report.” Report by **Freedman Healthcare, LLC** for the Connecticut Office of Health Strategy. **Freedman Healthcare, LLC** authors: **Brian Boates**, **Rik Ganguly**, **Danielle DiCenzo**, **Lisa Tse**, **Ellen Bloom**, **Emma Rourke**, **Adam Green**, **John Freedman**. May, 2019.

“Examination of Health Care Cost Trends and Cost Drivers, Pursuant to G.G.c. 12C, § 17, Report for Annual Public Hearing Under G.L.c.6D, § 8” Report prepared by the Massachusetts Office of the Attorney General, with analytics from **Freedman Healthcare, LLC**. October 17, 2019. Available at: <https://www.mass.gov/doc/examination-of-health-care-cost-trends-and-cost-drivers-2019/download>

Ellen Bloom, MPP

Professional Experience



Freedman HealthCare, LLC
Project Associate

August 2018-Present
Newton, MA

- Synthesize and assimilate complex concepts into actionable information for FHC, its clients, and other stakeholders
- Serve as the key point of contact for FHC's clients, subject matter experts, and other stakeholders during the lifetime of a project
- Strategize and make recommendations related to a range of client projects
- Translate available data and literature reviews into clear, concise findings reports for client projects
- Prepare and present materials for internal and external audiences.

Social & Scientific Systems, Inc.
Research Assistant

2017-2018
Durham, NC

- Worked directly with participants on multiple epidemiology studies and assisted in the coordination of multiple projects for the National Institute of Environmental Health Sciences
- Helped collect and record data for the Agricultural Health, Infant Feeding and Early Development, and Gulf Long-term Follow-up Study
- Created data summaries and visuals for clients at the National Institute of Environmental Health Sciences to show study trends and progress
- Assisted with administrative tasks associated with the Gulf Long-term Follow-up Study, the Agricultural Health study, the Infant Feeding and Early Development study, and the Urological Diseases in America study
- Coordinated 2018 Scientific Advisory Board meeting

Centers for Disease Control and Prevention, National Center for Health Statistics
Independent Contractor

2016-20
Washington, DC

- Conducted a process evaluation on the data dissemination structure and processes of the National Center for Health Statistics
- Wrote an itemized report that identified bugs and communication errors to support a broader and more effective dissemination of the Centers for Disease Control and Prevention public health information and messages
- Created public health utility survey for the National Center for Health Statistics health communications team

National Organization for Rare Disorders (NORD) 2016
Policy Intern Washington, DC

- Assisted federal and state directors of public policy with NORD business development & rare disease patient access issues in Congress, at the Food and Drug Administration (FDA), and at Pharmaceutical Research and Manufacturers of America (PhRMA) headquarters
- Researched and wrote drug and insurance Frequently Asked Questions (FAQ) sheets for public viewing
- Researched and created 2016 State Progress Report on Medicaid eligibility per state for patients

Public Citizen 2015-2016
Congress Watch Advocacy Intern Washington, DC

- Developed briefing papers, reports, fact sheets, and other educational and lobbying materials
- Aided issue advocacy campaigns, coalition building, and media strategies
- Provided research support on pending legislative issues

Kenyon and Kenyon, LLP 2013-2015
Trademark Administrative Assistant Washington, DC

- Prepared partners for cases by researching trademarks and ordering trademark search reports
- Filed clients' trademarks with the United States Patent and Trademark office
- Aided partners in providing proposed changes to client trademark sketches, contours, and color schemes
- Managed expenses, billing, and travel bookings
- Handled correspondence between clients

Massachusetts State Senate 2013
Intern for State Senator Gale Candaras Boston, MA

Office of United States Senator Ben Cardin 2012
Senatorial Intern Washington, DC

Massachusetts State House of Representatives 2012
Intern for representative Steven Howitt Boston, MA

Education

University of Maryland School of Public Policy 2017
Master of Arts in Public Policy, Health Policy Concentration

Boston University College of Arts and Sciences 2013
Bachelor of Arts in Political Science and Sociology

Jennifer Smagula, FSA, MAAA

Professional Experience

Actuarial Consultant

Jul 2010 - Present
Westford, MA

Independent consulting actuary with the following experience:

- Analyzing the impact of the ACA for several state agencies to help inform policy decisions and understand the financial impact to their various markets.
- Leading team, conducting analysis and presenting results of health care costs and trend drivers.
- Actuarial review of health insurance rate filings.
- Conducting research on rate review practices and regulations by state with goal of developing best practices.
- Detailed provider payment financial analysis for state agencies including analysis of differences in payments by carrier and provider groups and development of relative price metrics.
- Other actuarial support including financial forecasting for carriers and large employer groups, benefit pricing, IBNR and trend analysis.
- Volunteer with American Academy of Actuaries to develop practice notes for Rate Review and Actuarial Value & Minimal Value.

Blue Cross Blue Shield of Massachusetts

Jan 2006 – Jun 2010
Boston, MA

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

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

Harvard Pilgrim Health Care

Mar 2003 – Dec 2005
Wellesley, MA

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

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

PricewaterhouseCoopers LLP

Jul 1999 – Mar 2003
Boston, MA

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

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

Professional Credentials:

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

Education: Tufts University

Bachelor of Science in Mathematics with a Minor in Economics

Graduated *Cum Laude*; Dean's List

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

Bela Gorman, FSA, MAAA

Professional Experience

Gorman Actuarial Inc.,
Principal

2005 – Present
Marlborough, MA

Providing actuarial consulting expertise to state government agencies and health insurers.

Policy Analysis: Private Insured Markets

Project Team Lead for several state studies to study the impact of the Affordable Care Act (ACA) on existing insured markets.

- Developed insurance requests, interfaced with insurers, collected data and aggregated and analyzed collected and publicly available data
- Developed models to understand the impact of various policies: Policies include but not limited to merging markets, reinsurance programs and changing small group size definition,
- Prepared a written report and presented findings to key stakeholders
- Clients include: Massachusetts, Maine, New Hampshire, Nevada, Wisconsin, Nevada, Minnesota, and Tennessee

Project Team Lead to study the impact of various individual market policies – pre-ACA

- Convened insurance carrier stakeholder group, developed information requests, collected and analyzed data from insurers and publicly available
- Developed models to understand the impact of various policies: merging markets, reinsurance, and high-risk pool
- Prepared a written report and presented findings to key stakeholders such as the Maine's Joint Standing Committee on Insurance and Financial Services
- Clients include: Massachusetts, Maine, and New York Hospital Fund

Policy Analysis: Public Sector

Provided modeling and consulting support for the following public sector programs:

- Maine's Dirigo Health Program for the Dirigo Health
- New York's Family Health Plus Employer Buy in Program for Community Service Society (CSS)
- Basic Health Program for CSS
- Expanding New York's programs for the immigrant population for CSS

Rate Filing Review

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

Cost Containment

- Analyzed provider price variation and assisted with annual cost containment reports (since 2009) for the Massachusetts attorney general's office (MA AGO)

- Ongoing support to Massachusetts Health Policy Commission on provider prices, provider consolidation, and provider price policies
- Studied New York Hospital Price Variation and released report December 2016 for New York Health Foundation

Harvard Pilgrim Health Care
Director Actuarial Services

1999-2004
Wellesley, MA

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

PricewaterhouseCoopers
Actuarial Consultant

1996-1998
San Francisco, CA

Harvard Pilgrim Health Care
Senior Actuarial Analyst

1995-1996
Wellesley, MA

BCBSMA
Senior Actuarial Analyst

1993-1995
Boston, MA

BCBSMA
Underwriter

1991-1993
Boston, MA

Education

Boston University

Bachelor of Arts in Math and Economics, cum laude

Fellow of the Society of Actuaries

Member of the Academy of Actuaries

Select Publications and Presentations

- <http://nyshealthfoundation.org/uploads/resources/an-examination-of-new-york-hospitalreimbursement-dec-2016.pdf>
- <http://www.mass.gov/ocabr/docs/doi/massachusettsdoi-1-100-marketstudy.pdf>
- <http://www.mass.gov/ocabr/docs/doi/legal-hearings/nongrp-smallgrp/finalreport-12-26.pdf>
- https://www.nh.gov/insurance/reports/documents/gorman_nh_mktstdy_kf.pdf
- <http://nyshealthfoundation.org/uploads/resources/merging-markets-combining-october-2008.pdf>
- <http://muskie.usm.maine.edu/Publications/ihp/ReformOptions.pdf>

Linda M. Kiene, ASA

Summary:

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

Professional Experience

Consultant

2015 to Present

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

Sharper Financial Group LLC

2008 to 2012

Executive Vice President and COO

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

MetLife

2002 to 2008

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

- Responsible for the development, line management and broad implementation support of fixed accumulation annuities and income annuities across MetLife's Individual Annuity distribution franchises.
- Laid the groundwork for the launch of new innovative income products and features that aligned with corporate strategic initiatives.
- Provided proactive management of existing products including implementing a common enterprise platform, establishing process improvements and eliminating pricing inconsistencies.
- Supported exceptions, large case sales, and product questions from the field and internal customers
- Maintained and respond to corporate requirements for pricing of Income Products
- Led the integration of an acquired block of business
- Directed the development of two Directors, two Actuarial Consultants and a Product Manager.
- Maintained effective relationships with multiple distribution franchises

2002 to 2004: Product Management Actuary, Annuity Product Management

- Oversaw the pricing of fixed annuity products
- Responsible for state filings and development of product specifications

- Reviewed system specifications, marketing materials, client statements and correspondences, and administrative process and procedures of annuity products
- Mentored, developed and managed two Actuarial Consultants and a Product Manager

Keyport Life Insurance Company

1995 to 2002

1999 to 2002: Director of Life Products, Product Management

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

1995 to 1999: Assistant Actuary, Product Development

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

New England Financial

1991 to 1995

Actuarial Assistant

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

Professional Affiliations

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

Education

Tufts University | B.A. in Quantitative Economics

American University of Paris

Community Leadership

Treasurer of Coolidge Middle School Parent/Teacher Organization



NHID Updated Budget for Analysis

January 17th, 2020

This addendum provides a more granular view of Freedman's data Extraction, Transfer, and Load (ETL) process and offers clarity on our proposed budget (see Tables 1 and 2 below). Freedman stands by its original projected timeframe of up to 30 estimated hours for the initial ETL process. However, following today's conversation, we estimate that each subsequent ETL process will take an average of 6 hours (with a maximum of 10 hours and a minimum of 2-4 hours) thereafter. This replicable process drastically reduces the number of hours needed to complete subsequent ETL downloads over the course of this contract.

Table 1

Estimated Budget for EACH Formal Review			
Personnel	Estimated Hours	Estimated Cost	Notes
John Freedman	18	\$4,950	Project direction; clinical and insurance market insight
Jennifer Smagula	10	\$3,900	Consultation on analytic methodology and review of results
Rik Ganguly	60	\$10,500	Development of analytic methodology and implementation of analysis
Ellen Bloom	60	\$7,500	Project management and report writing
Estimated Total per Review		\$26,850	

Table 2

Estimated Budget for Data ETL Process ¹			
Item	Estimated Hours	Estimated Cost	Notes
Initial ETL	30	\$5,250	One-time cost for the contract; building SAS code, ETL of first data set, cleaning, QA
Estimate, each additional ETL ²	6	\$1,050	Cost for each additional data load; applying SAS code, ETL, cleaning, QA

¹Conducted by Rik Ganguly
²Assumes an average of 6 hours for each load, although hours may vary from 2-4 hours to up to 10 hours for each load.

Freedman HealthCare, LLC

RFP – Health Insurance Claims Data Analyses

Exhibit B

Contract Price, Price Limitations and Payment

The services will be billed at the rates set forth in the Contractors Proposal, dated January 15, 2020, not to exceed the total contract price of \$200,000. 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

RFP – Health Insurance Claims Data Analyses

Exhibit C

**New Hampshire Insurance Department
Contractor Confidentiality Agreement**

I, Linda Green, duly authorized to sign on behalf of Freedman HealthCare, LLC (“Contractor”), hereby acknowledge the following:

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.

Freedman HealthCare, LLC

Date 1/27/2020



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 is a Massachusetts Limited Liability Company registered to transact business in New Hampshire on May 02, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 691104

Certificate Number: 0004792479



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of January A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITYNOTE

(Limited Liability Company)

I, John Freedman hereby certify that:

- 1. I am the Sole Member/Manager of the Company of Freedman HealthCare, LLC
- 2. I hereby certify that Linda Green, Vice President is duly authorized to enter into contracts or agreements on behalf of Freedman HealthCare, LLC with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any document which may in her judgement be desirable or necessary to effect the purpose of this vote.
- 3. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and she has full authority to bind the corporation. To the extent that there are any limits on the authority of Linda Green to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated 1/30/2020

Attest: [Signature]
(Name & Title)

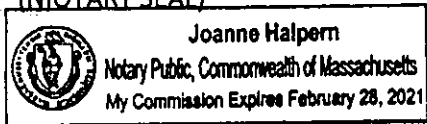
State of: Massachusetts
County of: Middlesex

On this 30th day of January 2020 before me Joanne Halpern
(Notary Public)

The undersigned officer, personally appeared John Freedman
(Contract Signatory)

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

(NOTARY SEAL)



[Signature]
(Notary Public Signature)

Commission expires: 2/28/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/29/2020

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

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

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

COVERAGES CERTIFICATE NUMBER: 2019-2020 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	ADDD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			08SBATP0546	6/14/2019	6/14/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			08SBATP0546	6/14/2019	6/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			08SBATP0546	6/14/2019	6/14/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	08WECCM7886	6/14/2019	6/14/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability: Management Consultant E&O			V1P024190301	6/14/2019	6/14/2020	Limit \$1,000,000 Deductible \$2500

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

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

The NH Insurance Dept.

The State

Alexander K. Felboebel
Signature of Authorized Representative

Alexander K. Felboebel
Name of Authorized Representative

Acting Commissioner
Title of Authorized Representative

1/31/2020
Date

Freedman HealthCare, LLC

Name of the Contractor

Linda Green
Signature of Authorized Representative

Linda Green
Name of Authorized Representative

Vice President
Title of Authorized Representative

January 27, 2020
Date