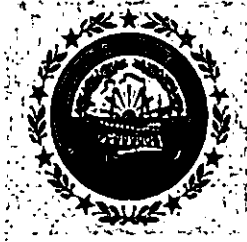


FOR  
79

## 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

Christopher R. Nicolopoulos  
Commissioner

David Bettencourt  
Deputy Commissioner

May 18, 2022

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 Berry Dunn McNeil & Parker, LLC. Vendor # 254300 of Portland, ME in the amount of \$100,000.00, to provide actuarial analyses of existing state health insurance mandates to provide their estimated impacts on health insurance premiums and provide the Department with a final report summarizing its conclusions. The contract is effective upon Governor and Council approval through December 31, 2022. The contract is 100% funded by a federal State Flexibility Grant.

The grant funding is available in the following Account, with the authority to adjust encumbrances between fiscal years if justified, through the business supervisor:

02-24-24-240010-32640000

<u>Source/Account</u>	<u>FY22</u>	<u>FY23</u>
State Flexibility Grant II 046-500464 Consultants	\$0	\$100,000.00

### EXPLANATION

NHID has been awarded funds through the State Flexibility to Stabilize the Market Cycle II Grant Program from the federal Centers for Medicare and Medicaid Services (CMS).

Using grant funds, the Contractor will provide actuarial analyses of existing state health insurance mandates' impact on health insurance premiums and prepare a report summarizing its analyses. Included in the scope of work are twenty-five

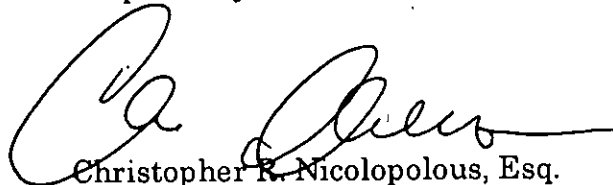
(25) state-specific mandates, including requirements for limiting cost-sharing, ensuring access to specific provider types, and coverage for a specific scope of health care services.

The report will assist the NHID, as well as legislators and other stakeholders, in understanding the costs associated with mandates as a percentage of overall premiums.

The Request for Proposals was posted on the Department's website on February 22, 2022, and sent to companies doing work in this field and past bidders for other Department work. Five proposals were received, one of which was disqualified from consideration. The remaining four proposals were evaluated by NHID staff familiar with the project goals using the scoring system in the RFP. After reviewing the responses, Berry Dunn McNeil & Parker's proposal scored the highest and was selected by the Commissioner.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Chris Nicolopolous", is written over the printed name of the Commissioner.

Christopher R. Nicolopolous, Esq.  
Commissioner

## **Proposal Scoring Sheet**

### **RFP: State Health Insurance Mandates**

Evaluation Committee: David Sky, Maureen Belanger, Jason Aziz, Jason Dexter, Michelle Heaton, Lisa Cota-Robles, DJ Bettencourt, Chris Nicolopoulos

On April 13th, 2022, the Evaluation Committee members met, and as a group assigned points to each bid per the "Specific comparative scoring process" described in the RFP.

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

Proposal by: **NovaRest**

**\$74,575**

<b>Section</b>	<b>Total Points</b>	<b>Points Awarded</b>
Specific Qualifications	30	15
General Qualifications	20	5
Cost	30	30
Plan of Work	20	5
Total:	100	55

Proposal by: **Wakely**

**\$82,200**

<b>Section</b>	<b>Total Points</b>	<b>Points Awarded</b>
Specific Qualifications	30	20
General Qualifications	20	15
Cost	30	27
Plan of Work	20	15
Total:	100	77

Proposal by: **Berry Dunn**

**\$100,000**

<b>Section</b>	<b>Total Points</b>		<b>Points Awarded</b>
Specific Qualifications	30		30
General Qualifications	20		20
Cost	30		20

Plan of Work	20		20
Total:	100		90

Proposal by: **Lewis & Ellis**

**\$90,000**

Section	Total Points	Points Awarded
Specific Qualifications	30	10
General Qualifications	20	5
Cost	30	24
Plan of Work	20	10
Total:	100	49

Proposal by: **INS Consultants**

**\$83,000**

Section	Total Points	Points Awarded
Specific Qualifications	30	0
General Qualifications	20	0
Cost	30	0
Plan of Work	20	0
Total:	100	DQ*

\*Disqualified for failing to meet minimum proposal criteria.

Note – Financial Scoring Methodology:

		Formula	Example, where: Lowest Bid TPC = \$1,000 and Bidder TPC = \$1,025
A	Cost Difference	$= (\text{Bidder's TPC} / \text{Lowest Bid TPC}) - 1$	$(\$1,025 / \$1,000) - 1 = 0.025$
B	Bidder's TPC Percentage (as Decimal)	$= 1 - A$	$1 - 0.025 = 0.975$
	Converted to 30 point max = Bidder's TPC Score	$= B \times 30$	$0.975 \times 30 = 29.25$




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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 S. Fruit Street, Suite 14, Concord, NH 03301	
1.3 Contractor Name Berry Dunn McNeil and Parker, LLC		1.4 Contractor Address 2211 Congress Street, Portland, ME 04102	
1.5 Contractor Phone Number 207-541-2200	1.6 Account Number 02-24-24-240010-32640000-46-500464	1.7 Completion Date December 31, 2022	1.8 Price Limitation \$100,000
1.9 Contracting Officer for State Agency Christopher Nicolopoulos, NHID Commissioner		1.10 State Agency Telephone Number 603-271-3945	
1.11 Contractor Signature  Date: 05/17/2022		1.12 Name and Title of Contractor Signatory Jennifer Elwood Principal and Consulting Actuary	
1.13 State Agency Signature  Date: 5/18/22		1.14 Name and Title of State Agency Signatory Christopher Nicolopoulos Insurance Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/23/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with 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 cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## **9. TERMINATION.**

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

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

submit to the State a Transition Plan for services under the Agreement.

## **10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 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.

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

10.3 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.

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

## **12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



**Agreement with BerryDunn  
2022 SFG 202 - Costs Associated with  
New Hampshire Health Insurance Mandates**

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

- I. *Ownership and Use of Documents.* All work product, reports, work papers, records, files, documents, schedules, computations, data, and correspondence created by or in the possession or control of Contractor or its sub-consultants and related to the Scope of Services to be provided, including those in electronic format, whether complete or incomplete, shall be the exclusive property of the Department.
- II. *Security and Confidentiality:* Contractor and its sub-consultants shall comply fully with all security procedures of the Department (or that bind the Department) in performance of this agreement. With respect to any information supplied in connection with this Agreement and designated as confidential, or which Contractor and its sub-consultants should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure, Contractor and its sub-consultants agrees to protect the confidential information in a reasonable and appropriate manner, and use and reproduce the confidential information only as necessary to perform its obligations under this Agreement and for no other purpose. Without express written consent of the Department, Contractor and its sub-consultants shall not divulge to third parties any confidential information obtained by Contractor or its agents, sub-consultants, officers, or employees in the course of performing work under this Agreement and/or the Scope of Services, including but not limited to security procedures, business operations information, or commercial proprietary information in the possession of the Department. To ensure confidentiality, Contractor shall take appropriate steps as to its personnel, agents, peer reviewer(s), and sub-contractors. Contract shall comply with the terms of the Data Share Agreement in Exhibit D. The provisions of this paragraph shall survive this Agreement.
- III. *Public Records:* Contractor and its sub-consultants shall consult with the Department and obtain Department approval before disclosure of any records except as expressly provided for in this Agreement and the Scope of Services. If Contractor or its sub-consultants receives a request for records or a subpoena, Contractor shall furnish copies of the request and of any records in its possession and its sub-consultants possession that are responsive to the request to the Department. The Department will either defend the request or produce any public records or subpoenaed records to the requesting party, if any of the records are determined to be subject to disclosure. In the event that a judge in a court of competent jurisdiction orders Contractor or its sub-consultants to produce records in its possession directly to a court or other party, Contractor and its sub-

consultants shall comply with the order and shall furnish a copy of any records produced to the Department.

- IV. *Indemnification:* The Department shall not be liable for any actions of BerryDunn that fall outside the scope of duties in the performance of this Agreement and Scope of Services. The Department does not indemnify BerryDunn for any liability and does not waive sovereign immunity. BerryDunn shall be liable to the Department for loss, cost, damage, or expense sustained through professional malpractice, bad faith, intentional acts or gross negligence by BerryDunn, but only to the extent of payment for services performed pursuant to this Agreement. The Department shall not be liable for any costs incurred by BerryDunn arising under this paragraph. The terms within this paragraph shall survive the termination of this Agreement.

Contractor initials: 

5/17/2022

**Agreement with BerryDunn  
2022 SFG 202 - Costs Associated with  
New Hampshire Health Insurance Mandates**

**Exhibit B:  
Scope of Services**

BerryDunn ("Contractor") shall assess the cost impact on health insurance premiums associated with existing health insurance mandates in New Hampshire. The Contractor shall estimate the financial impact of existing state-specific health insurance mandates identified in the table below, on health insurance premiums. The state-specific mandates include requirements for limiting cost-sharing, access to specific provider types, and coverage for a specific scope of health care services.

Name of State Benefit	Citation
90-Day Supply of Covered Prescription Drugs	RSA 415:6-aa
Benefits for Scalp Hair Protheses	RSA 420-B:8-f
Coverage for Blood Lead Testing - group	RSA 415:18-aa
Coverage for Certain Biologically-Based Mental Illnesses	RSA 417-E:1
Coverage for Certain Prosthetic Devices	RSA 415:18-n
Coverage for Certified Midwives	RSA 420-A:17-f
Coverage for Children's Early Intervention Therapy Services	RSA 420-A:17-g
Coverage for Diabetes Services and Supplies	RSA 415:18-f
Coverage for Diabetes Services and Supplies	RSA 420-B:8-k
Coverage for Early Refills of Prescription Eye Drops	RSA 415:18-z
Coverage for Hearing Aids	RSA 415:18-u
Coverage for Mental or Nervous Conditions and Treatment for Chemical Dependency Required	RSA 415:18-a
Coverage for Nonprescription Enteral Formulas	RSA 415:18-e
Coverage for Obesity and Morbid Obesity; Group	RSA 415:18-t
Coverage for Prescription Contraceptive Drugs and Prescription Contraceptive Devices and for Contraceptive Services	RSA 415:18-i
Coverage for the cost of epinephrine auto-injectors	RSA 415:18-dd
Coverage for Treatment of Pervasive Developmental Disorder or Autism	RSA 417-E:2
Coverage Required for Qualified Clinical Trials	RSA 415:18-l
Diagnosis of Infertility, Fertility Treatment, and Fertility Preservation	RSA 417-G:2
Health Maintenance Organization Benefits for Mental and Nervous Conditions and Treatment for Chemical Dependency	RSA 420-B:8-b
Low-Dose Mammography Coverage	RSA 417-D:2
Off-Label Prescription Drugs	RSA 415:18-j
Prohibited and Permissible Limitations on Fertility Coverage	RSA 417-G:3
Reconstructive Surgery	RSA 417-D:2-b
Reimbursement for Emergency Room Boarding	RSA 417-F:4

**Plan of Work:**

Contractor will meet with NHID to introduce team members and review our proposed project scope, methodology, and timeline, including criteria for evaluating the net incremental costs of a mandate and for addressing potential overlap among mandates. During this meeting, Contractor will collect contact information for key NHID personnel and discuss preferred methods of communication. If warranted based on the decisions made during the initial planning meeting, Contractor will update the Project Work Plan and Schedule for review and approval by NHID.

Throughout the project, Contractor will maintain regular communications with NHID's project lead and other NHID officials, as needed. Contractor will conduct periodic status meetings to provide updates on information and progress on the project as outlined in the Project Schedule. Contractor will also be available to discuss results or questions regarding the project with NHID personnel at any time throughout the contract.

Contractor will conduct a brief carrier survey that does not request data or calculations to solicit carrier feedback. Contractor will review with NHID the types of carrier questions and obtain NHID approval of all questions prior to soliciting feedback.

Contractor will review each mandate's language and related statutes to determine:

- Criteria for establishing conditions subject to the mandate;
- Affected populations; and
- Whether the proposed benefit is already required under federal or other state laws.

Contractor will sort mandates into those subject to primary data analysis (with claim data) and secondary data analysis (with other sources), in collaboration with NHID. The latter group may include mandated benefits that insurers would generally provide regardless of the mandate, are clinically obsolete, or are superseded by federal or other state laws.

Contractor, in coordination with NHID, will establish definitions of mandate cost. Contractor will then determine the "net" effect of each mandate, taking into account whether market forces would induce insurers to provide required coverage even without legal force. When relevant, the Contractor shall consider purchasing preferences for coverage, potential risk selection and utilization changes, and the incremental impact of a mandated benefit. Many of the health insurance mandates in New Hampshire are specific to the group or individual market. The Contractor is not expected to provide estimates that differ by the individual or group market, unless there are special considerations that require doing so.

Contractor will calculate the following per member per month estimates of mandate impact:

- Impact on carriers' medical expenses, by mandate and in total, after identifying areas of overlapping coverage and eliminating double counting
- The mandates' effect, individually and in total, on health insurance premiums in the relevant New Hampshire markets, accounting for administrative loads, etc.

Contractor will deliver the draft mandate impact estimates to NHID as summary exhibits in spreadsheet form, alongside written documentation on calculation methods, assumptions, and limitations. The report shall provide insight about the total impact of mandates on premiums, as well as the relative contribution of each mandate. Contractor will meet with NHID to walk through the draft results, incorporating NHID feedback, and re-issuing the summary results for approval and inclusion in the Final Report.

Based on Contractor's research and analysis, Contractor will develop a Final Report for submission to NHID. The Report will describe the cost to provide insurance coverage for mandated benefits per member per month for each mandated benefit, individually and in the aggregate.

Contractor will develop a PowerPoint presentation summarizing the analyses for each of the state mandates with cost, as well as research and assumptions supporting mandates determined to be zero cost. This presentation will include separate estimates for each mandate, shown as a percent of the premium and dollar amounts as appropriate.

Deliverables include:

- Project Work Plan and Schedule
- Spreadsheet of summary exhibits
- Final written report summarizing the Contractor's analyses for each of the relevant state mandates, including an explanation of the methodology used to determine the impact on allowed claims and the associated health insurance premiums.
- PowerPoint Presentation summarizing the analysis
- The written report and PowerPoint presentation shall include a concise and easy-to-read table with separate estimates for each of the mandates, shown as a percent of the premium and dollar amounts as appropriate.

Contractor initials: 

**Agreement with BerryDunn  
2022 SFG 202 - Costs Associated with  
New Hampshire Health Insurance Mandates**

**Exhibit C:  
Contract Price, Price Limitations, and Payment**

The services will be billed at the rates set forth in the Contractor Proposal, dated March 30, 2022, not to exceed the total contract price of \$100,000.

BerryDunn will submit itemized invoices to the New Hampshire Insurance Department at least monthly. Invoices will contain the total number of hours and corresponding labor charges for each member of BerryDunn's team for the preceding calendar month. Hourly rates invoiced shall not exceed the hourly rates included in the submitted proposal. Invoices will be submitted to the Department electronically.

Contractor initials: JD

5/17/2022

**Agreement with BerryDunn  
2022 SFG 202 - Costs Associated with  
New Hampshire Health Insurance Mandates**

**Exhibit D:  
Data Share Agreement**

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

1. Contractor understands that the CHIS data may include confidential information that is protected from disclosure by state and federal laws.
2. Contractor shall not use, disclose, maintain or transmit data except as reasonably necessary to provide the services outlined under Exhibit B of the Agreement.
3. Contractor shall make reasonable efforts in accordance with industry-accepted standards to protect the confidential nature of all data provided.
4. Contractor shall ensure all employees and subcontractors that have access to the confidential data have been trained in safeguarding the confidentiality and security of the confidential data.
5. Contractor shall require any employees or subcontractors that receive, use, or have access to the data under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use of the data as contained herein, including the duty to return or destroy the data.
6. Contractor shall not disclose or make use of the identity, financial or health information of any person or establishment discovered inadvertently.
7. Contractor shall take reasonable steps to monitor the security of the confidential data and shall report any breached in confidentiality *immediately* to NHID.
8. Contractor agrees that it has the duty to protect and maintain the privacy and security of confidential data and information, and that duty must continue in full force and effect until such data is returned and/or destroyed. For any such data that return/destruction is not feasible, the privacy and security requirements of this DSA must survive the termination or expiration of this DSA or term of continued use.

9. Contractor shall only retain the CHIS data and any derivative of the data for the duration of this Agreement. After such time, Contractor shall have 30 days to return or destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Agreement. If return or destruction is not feasible, or the disposition of the data has been otherwise agreed to in the Agreement, Contractor shall continue to protect such information in accordance with the Agreement for so long as Contractor maintains such data.
10. Contractor shall document in writing the date and time of the data destruction. The written certification shall document the destruction of both electronic and hard copy of the data and shall be provided to NHID upon request and at the termination of this agreement.

Contractor initials: 

5/17/2022



# State of New Hampshire

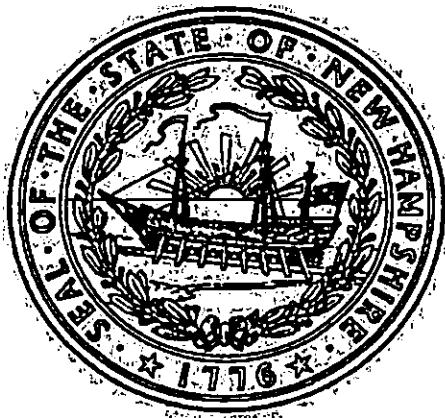
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BERRY DUNN, MCNEIL & PARKER, LLC is a New Hampshire Trade Name registered to transact business in New Hampshire on December 31, 2001. 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: 392643

Certificate Number: 0005765756



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a large, stylized circular flourish.

David M. Scanlan  
Secretary of State

## CERTIFICATE OF VOTE/AUTHORITY

I, Sarah Belliveau of Berry, Dunn, McNeil & Parker, LLC do hereby certify that:

1. I am the Chief Executive Officer of the Berry, Dunn, McNeil & Parker, LLC:

This Limited Liability Company may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Insurance.

RESOLVED: That the Principal is hereby authorized on behalf of this company to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate, and Jennifer Elwood is the duly elected Principal of the Limited Liability Company.

2. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of this 4<sup>th</sup> day of May, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chief Executive Officer of the company this 4<sup>th</sup> day of May, 2022.

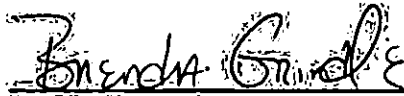


Sarah Belliveau  
Chief Executive Officer  
Berry, Dunn, McNeil & Parker, LLC

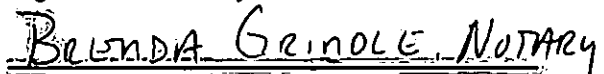
STATE OF Maine  
COUNTY OF Cumberland

On May 4, 2022, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Notary Seal



Signature of Notary or Justice of the Peace



Name/Title of Notary or Justice of Peace

My Commission Expires:

**BRENDA GRINDLE**  
Notary Public  
State of Maine  
My Commission Expires  
July 7, 2023

5/17/2022



BERRDUN-03

HCTALBOT

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/28/2022

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

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

PRODUCER Clark Insurance 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543	CONTACT NAME: Heather Caston-Talbot, AAI, CIIP, CIC	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Berry Dunn McNeil & Parker LLC Attn: Jodi Coffee PO Box 1100 Portland, ME 04104	E-MAIL ADDRESS: hcaston-talbot@clarkinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hanover American	NAIC # 36064
	INSURER B: Massachusetts Bay	22306
	INSURER C: The Hanover Insurance Company	22292
	INSURER D: Maine Employers Mutual Ins Co	11149
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVG	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> ISO form CG 00 01 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			ZZP D240054	4/30/2022	4/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ADPD240058	4/30/2022	4/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto P.D. \$ 50,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHP D240055	4/30/2022	4/30/2023	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
D	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	5101800149	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
30 day notice of cancellation with 10 days notice for non-payment of premium, if required by written contract/agreement.

## CERTIFICATE HOLDER

## CANCELLATION

New Hampshire Insurance Department  
21 S Fruit St, Suite 14  
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## Appendix A – Resumes



**Jennifer Elwood, FSA, MAAA, FCA**  
**Engagement Manager/Principal and Consulting Actuary**

Jennifer has more than 25 years of experience as a healthcare actuary across a wide range of actuarial functions. Her experience includes projecting population cost experience and risk for pricing and risk sharing, especially in new initiatives, including extensive work related to implementing the ACA in commercial insurance, and projecting the state-level impact of expanding the Medicaid population. She also has experience analyzing risk-sharing arrangements, performing claim liability analysis, rate development, budget development, and financial monitoring.

### Key Qualifications

- ✓ 25 years of health analytics and actuarial experience
- ✓ Fellow of the Society of Actuaries
- ✓ Member of the American Academy of Actuaries

### Relevant Experience

#### **BerryDunn (formerly Compass Health Analytics) (2014 to present)**

As a principal and co-leader of BerryDunn's actuarial services, Jennifer assists non-profit managed care organizations with claim liability analysis, rate development, budget development, and financial monitoring. She works with her clients to develop large employer claims projections, estimate the impact of proposed benefit mandates for state government policy makers, and assist state regulators with market conduct rate review audits.

#### **Community HealthChoices – Actuarial Services including rate review, valuation, and forecasting (2019 to present).**

Jennifer provides consultative actuarial services to a large managed long-term services and support Medicaid organization. These services include actuarial liability valuations, rate offer assessments, forecasting, strategic consulting, and ad hoc analyses.

#### **Massachusetts CHIA – Mandated Benefit Reviews (2011 to present).**

Jennifer is the lead actuary on mandated benefit review projects (from 2015 to present). The actuarial component of the mandate review estimates the impacts to insurance premiums of proposed insurance mandate bills before the Massachusetts legislature. In addition, statutory and clinical analysis are provided by BerryDunn as part of the report.

#### **Pennsylvania Community Care Behavioral Health – Actuarial Services including rate review/pricing, valuation, and forecasting (2008 to present).**

Jennifer is one of three actuaries providing actuarial services to a large behavioral health managed Medicaid organization. These services, which she began providing in 2015, include actuarial liability valuations, capitation rate proposals, rate offer assessments and negotiations, forecasting, and ad hoc analyses.

#### **WellPoint, Inc. (1998 to 08/2014)**

##### **Northeast Regional Pricing Director (2012 to 2014)**

Responsible for individual and commercial pricing function in Connecticut, Maine, and New Hampshire,

managing a team of three state pricing directors and seven analysts; coordinated rate development and preparation of rate filings and certifications for individual and commercial business; collaborated with state and regional leadership to achieve profitability and membership goals; provided strategic guidance to state pricing directors; and helped ensure corporate directives were met while balancing state objectives.

**Northeast Regional Lead and Connecticut Pricing Director (2010 to 2012)**

Responsible for commercial pricing function in Connecticut and managing a pool of seven analysts supporting the pricing needs of Connecticut, Maine, and New Hampshire; supported the Connecticut state president as a strategic business partner and primary actuarial point of contact for internal and external constituents; participated in quarterly forecast and annual planning process; served as the actuarial representative for ongoing Connecticut Exchange Board and Department of Insurance meetings with health insurance carriers.

**Northeast Valuation Director (2008 to 2010)**

Responsible for the valuation function in Connecticut, Maine, and New Hampshire; managed staff of eight associates responsible for estimating claim liabilities and other reserves for commercial, consumer, and Federal Employee Program (FEP) business; directed development of statutory and generally accepted account principles reporting, including support of actuarial certification and Sarbanes-Oxley Act control testing and certifications; coordinated actuarial portion of external audits and supported Department of Insurance audits.

**Northeast Forecasting Director (2006 to 2008)**

Responsible for forecasting commercial and individual business in Connecticut, Maine, and New Hampshire; managed staff of five associates responsible for developing the annual budget, quarterly forecasts, and detailed monthly variance analysis; acted in a peer review capacity by fully developing all assumptions and reconciling them with ongoing pricing and valuation development.

**Connecticut and New York Forecast Lead (2001 to 2006)**

Developed the annual budget and quarterly forecasts for the Connecticut Commercial Business and Anthem Health and Life of New York; provided key financial information to executive management through forecast modeling and analysis of monthly results; developed and enhanced forecasting models to increase speed and accuracy of forecast process.

**Education and Certifications**

MS, Statistics; University of Connecticut

BS, Mathematics – Statistics and Psychology, University of Connecticut

Fellow, Society of Actuaries (FSA)

Member, American Academy of Actuaries (MAAA)

Fellow Consulting Actuary (FCA)

**Professional Service**

American Academy of Actuaries – Health Equity Work Group (2021 to present)

Blue Cross and Blue Shield Actuarial and Underwriting Committee (District I) (2010 to 2014)

Society of Actuaries – Grading and Question Writing, Core Exam (2012 to 2019)

Health Reinsurance Association / Connecticut Small Employer Health Reinsurance Pool Actuarial Committee (2010 to 2014)

New Hampshire Small Employer Health Reinsurance Pool Board (2009 to 2011)



**Valerie Hamilton RN, MHA, JD, Prosci®**  
**Senior Health Policy Manager**

An experienced clinician and legally trained health policy expert, Valerie has significant experience in clinical provider operations, healthcare policy, healthcare law, quality improvement processes, and healthcare business operations. Her previous years as a critical care nurse combined with her healthcare management experience and health policy expertise allow for unique insight into the issues that enhanced transparency is intended to address.

She will assist the team providing legal and policy analysis of state and federal laws around behavioral health, particularly mental health parity.

**Key Qualifications**

- ✓ Senior health policy professional
- ✓ Over 30 years of healthcare experience

**Relevant Experience**

**BerryDunn (formerly Compass Health Analytics) (2016 to present)**

As a senior health policy manager at BerryDunn, Valerie engages in a variety of healthcare-related projects. These projects require varying types of research including medical efficacy, legal research, policy exploration, and a thorough understanding of issues faced by individuals living with mental illness/substance use disorder (SUD), as well as other stakeholders. Project examples include the following:

**Mandated Benefit Reviews for the Massachusetts Center for Health Information and Analysis (CHIA):** As a project manager and subject matter expert, Valerie has collaborated with actuaries, programmers, and analysts to prospectively evaluate the impact of health benefit mandates. These evaluations include a medical efficacy analysis and an estimate on health insurance costs, typically over five years. Within the last few years, these types of reviews include:

- ✓ Comprehensive Massachusetts Mandated Benefit Review: January 2022
- ✓ An Act Relative to Mental Health Providers (H1114, S1262): November 2021
- ✓ An Act Promoting Consumer Choice in Health Care (H1194 and S673): September 2021
- ✓ An Act Ensuring Access To Full Spectrum Pregnancy Care (H1196): June 2021
- ✓ An Act Relative to Preserving Fertility (H1116 and S640): June 2021
- ✓ An Act Relative to Ensuring Treatment for Genetic Craniofacial Conditions (H988): April 2021
- ✓ An Act Providing Coverage for Hearing Aids (S597): January 2021
- ✓ An Act Providing Hearing Aids for Persons with Sensory Impairedness (S540): January 2021

**Federal and State Mental Health Parity Compliance Reviews:** Valerie acts as project manager and/or performs compliance reviews to ascertain that health insurance coverage for mental health and SUD is no more restrictive than coverage for medical/surgical services. These types of reviews include:

- ✓ Mental Health Parity Review and Identification of Opportunities for Improvement for Large Commercial Insurer: 2019-2021
- ✓ Mental Health Parity Review of Medicaid MCOs in West Virginia: 2018, 2020, 2021
- ✓ Market Conduct Examination: Review of Provider Reimbursement Strategies by Health Insurance Carriers: 2019
- ✓ Review of Adherence to American Society of Addiction Medicine Criteria by Health Insurance

Carriers: 2019

- ✓ Mental Health Parity Mystery Shopper Activity of Health Insurance Carriers for State Insurance Department

#### **Promerica Health, LLC (2014 to 2016)**

As the vice president of Compliance and Communication, Valerie launched the health and wellness screening laboratory. She also oversaw clinical operations, compliance, quality, accreditation, and licensing.

#### **Prudential Financial (2013 to 2014)**

As a clinical consultant, Valerie collaborated with other professionals to evaluate disability claims for potential and capacity for return to work based on physiological and social factors.

#### **The Ohio State University Wexner Medical Center (2000 to 2013)**

Valerie served as a legal consultant, performing reviews of medical liability lawsuits. Prior to this position, she served as the director of quality and as a hospital attorney from 2000 to 2002, responsible for monitoring and improvement of quality at a satellite hospital location. She oversaw quality initiatives and assisted with the Joint Commission on Accreditation of Healthcare Organizations accreditation.

#### **HeartCare, Inc. (1998 to 2000)**

As a practice administrator, Valerie was responsible for business operations and growth of this invasive cardiologist practice.

#### **Clinical Medical Experience (1992 to 1997)**

- ✓ Grant Medical Center, Registered Nurse – Critical Care
- ✓ Grant / Riverside Methodist Hospitals / OhioHealth, Graduate Administrative Associate (Internship) / Program Coordinator (Project Based)
- ✓ The Ohio State University Wexner Medical Center, Graduate Administrative Associate / Research Assistant / Registered Nurse

#### **Education**

JD, The Ohio State University College of Law

MHA, Division of Health Services Management & Policy, College of Public Health, The Ohio State University

BA, Psychology, The Ohio State University

RN, Providence Hospital School of Nursing

#### **Presentations**

Evaluating the Impact of Data: Mental Health Parity and Provider Reimbursement. National Association of Data Organizations. National Organization of Health Data Organizations, 2020.



**Andrea Clark, MS, Prosci® CCP**  
**Senior Analytics Manager/Project Manager**

Andrea is a senior economist and data scientist with a primary focus in healthcare systems and finance. Her expertise includes designing, managing, and analyzing large, complex healthcare databases; training state Medicaid agency clients in data quality and analytics; acting as a Health Insurance Portability and Accountability Act (HIPAA) privacy rule de-identification expert; preparing Medicaid managed care capitation rate bids; and assessing health insurance benefit mandates for state legislatures. She is heavily involved in healthcare reform initiatives, including, but not limited to, modeling projected financial impacts of Medicaid expansion and public health crises for health maintenance organization (HMO) clients. Prior to joining BerryDunn and its Health Analytics Practice Group (HAPG), Andrea was a consulting economist for a Big Four consulting firm, conducting projects ranging from litigation support for a pharmaceutical firm to assessing treatment effectiveness for the federal Substance Abuse and Mental Health Services Administration.

**Key Qualifications**

- ✓ 20+ years' experience in healthcare data management, analytics, and economics
- ✓ HIPAA privacy rule de-identification expert
- ✓ Advanced SAS programmer
- ✓ Expert in the analysis of billion-plus record databases, including state All-Payer Claims Databases (APCD)
- ✓ Prosci® Certified Change Practitioner (CCP)

**Relevant Experience**

**BerryDunn (formerly Compass Health Analytics) (2002 to present)**

Andrea conducts quantitative research on various healthcare topics, with a primary focus on public-sector behavioral health and topics in healthcare reform. She acts as a HIPAA privacy rule de-identification expert; prepares Medicaid managed care capitation rate bids; advises Medicaid HMOs on market impacts of major policy and economic shifts; assesses health insurance benefit mandates for state legislatures; and advises state Medicaid agency clients on data quality and analytics.

**West Virginia Department of Health and Human Resources (DHHR) – Child Welfare Initiatives Project Management Services (06/2020 to present).**

Andrea leads the HAPG team supporting the DHHR's child welfare system initiatives. She designs and implements analyses and coordinates efforts to design and build a data reporting system and dashboard to enable the State to track and improve outcomes.

**West Virginia Bureau for Medical Services (BMS)**

- ✓ *Managed Care Organization (MCO) Encounter Data Quality Project (06/2020 to present).*  
Andrea provides oversight and Medicaid encounter data subject matter expertise to support the State's ongoing initiative to optimize MCO encounter data processes for its risk-based managed care programs.
- ✓ *Data Improvement Project (10/2019 to present).*  
Andrea spearheaded the development of this project and provides strategic oversight and Medicaid data subject matter expertise to this effort. The Data Improvement Project empowers the State to identify, assess, and address data quality and usability issues across the State's Medicaid enterprise data systems by bringing together disparate Medicaid data users and



consumers for training and feedback, deep analytical research, and development of process improvement recommendations.

- ✓ *Medicaid Management Information System Contract Edit Review – Outpatient Surgery (04/2019 to 11/2019).*

Andrea led a team that analyzed BMS claims data to assess outpatient hospital surgery provider compliance with the BMS outpatient hospital surgery fee schedule, identifying potential cost savings opportunities for the State.

- ✓ *Adult Quality Measures Grant Project (10/2017 to 12/2017)*

Under a federal grant, the State requested BerryDunn to develop, teach, and record an original continuing education curriculum on quality improvement to supplement training and continuing education resources for the BMS Quality Unit team. Andrea developed and presented an original curriculum on data quality, statistics, and healthcare analytics.

- ✓ *Substance Use Disorder (SUD) Waiver Initiative Project (10/2016 to present).*

Andrea provides claims and encounter data analysis and Medicaid SUD program expertise supporting the State's expansion of evidence-based care for Medicaid members with opioid use disorder and other SUDs.

#### **New Hampshire Insurance Department (NHID)**

- ✓ *Mental Health Parity Compliance Assurance Plan (CAP) Monitoring (05/2020 to present).*

Andrea is the data analytics lead for this effort overseeing examinations of commercial health insurer mental health provider network adequacy and reimbursement under the federal Mental Health Parity and Addiction Equity Act and state parity laws. To test for parity, New Hampshire uses innovative, nationally recognized quantitative methodologies developed in collaboration with HAPG using the New Hampshire Comprehensive Health Care Information System (NHCHIS), New Hampshire's APCD.

- ✓ *Healthcare Analytics (06/2016 to 12/2019).*

As the engagement manager for this contract, Andrea collaborated with NHID's Health Economics and Actuarial teams to establish priorities for contract resources and led a team of analysts in designing and implementing a variety of complex analyses of the NHCHIS. Sub-projects included identification of potential targets for fraud, waste, and abuse investigation and recovery; a quantitative study of variances in commercial health insurer provider contracting to inform regulatory decisions to promote consumer value; and the development of a public-facing report on statewide ambulance transportation utilization and expenses in the commercial market.

- ✓ *NHCHIS Public Use Data Set Redesign (02/2017 to 11/2017)*

In close collaboration with personnel from multiple state agencies, Andrea designed an enhanced public-facing state healthcare utilization reporting system with strong personal privacy protections. She developed a public-facing HIPAA expert determination report on the effort, implemented the enhancements in a test environment, and presented the proposed enhancements in a stakeholders meeting.

#### **Massachusetts Center for Health Information and Analysis (CHIA)**

- ✓ *Prospective Mandated Benefit Reviews prepared for the Massachusetts State Legislature (2004 to present).*

- ✓ *Andrea supports MACHIA in meeting statutory obligations to the legislature and informs legislative debate by co-authoring public reports and managing Massachusetts APCD data analytics for actuarial assessments of proposed Massachusetts state-mandated health insurance benefits.*

- ✓ *Quadrennial Review of State-Mandated Health Insurance Benefits and Health Insurance Costs in*

Massachusetts (2006 to present).

- ✓ Andrea led the APCD cost analysis and co-authored the 2008, 2013, and 2016 quadrennial editions of this statutorily mandated, public-facing report. She currently supervises the APCD cost analysis team developing the fourth quadrennial report, expected to be published in 2021.

#### **Pennsylvania Community Care Behavioral Health (CCBH)**

In support of this Pennsylvania Medicaid behavioral health MCO covering over 1,000,000 lives, Andrea consults to senior management on projected financial effects of Medicaid program changes and major public health events (e.g., COVID-19). In 2002, she was the architect and builder of CCBH's first data warehouse, greatly expanding access within the organization to performance reporting and actionable information. CCBH's Decision Support Department continues to use this original mart structure; the HAPG team continues its role supporting and enhancing the system and providing analytical programming expertise. Andrea led a separate data warehousing, management, and analysis effort enabling CCBH to be the recognized leader in implementing state-mandated efforts to share de-identified physical health, pharmacy, and behavioral health data and improve care coordination between behavioral and physical health Medicaid MCOs. Starting in 2005, she led HAPG's efforts in support of the preparation of CCBH's capitation rate proposals to the state, including coordinating clinical and actuarial input.

#### **PricewaterhouseCoopers LLP (1997 to 2002)**

As an associate and senior associate in PricewaterhouseCoopers' litigation support practice, Andrea developed and implemented economic, statistical, and financial models and managed and supervised staff implementing complex analyses. Her clients included major corporate entities in healthcare, information technology, and banking facing anti-trust, employment discrimination, and consumer credit matters.

#### **Education and Certifications**

MS, Economics, University of Wisconsin

BSFS, Economics, *magna cum laude*, Phi Beta Kappa, Georgetown University

Prosci® Certified Change Practitioner (CCP)

Member, American Economic Association

Fluent in Spanish

#### **Presentations and Publications**

Clark, A, Highland J, Miller A. A Study of Ground Ambulance Transport Commercial Claims. Submitted to NHID. 26 February 2019. [https://www.nh.gov/insurance/reports/documents/ambul\\_study\\_2019.pdf](https://www.nh.gov/insurance/reports/documents/ambul_study_2019.pdf).

Clark, A. Threading the Needle: Using Expert Determination to Enhance New Hampshire's Comprehensive Health Care Information System Public Use Data Sets. National Association of Health Data Organizations Health Care Data Summit 2018. Park City, Utah. 11 October 2018. [https://www.nahdo.org/sites/default/files/AClark\\_Deck\\_FINAL\\_NAHDO.pdf](https://www.nahdo.org/sites/default/files/AClark_Deck_FINAL_NAHDO.pdf).

Clark, A. Expert Determination Report: New Hampshire Comprehensive Healthcare Information System Public Use Data Set Redesign. Submitted to the New Hampshire Department of Health and Human Services and NHID. 16 November 2017. [https://www.nh.gov/insurance/reports/documents/nh\\_comp\\_hcis\\_pudr.pdf](https://www.nh.gov/insurance/reports/documents/nh_comp_hcis_pudr.pdf).

Clark, A. Quality Improvement Module III: Data, Analytics, and Measurement. Part III: Interpretation & Presentation. Webinar presented to the West Virginia BMS Division of Operations Management, Quality Unit, 26 October 2017.

Clark, A. Quality Improvement Module III: Data, Analytics, and Measurement. Part II: Statistics & Measurement. Webinar presented to the West BMS Division of Operations Management, Quality Unit, 24 October 2017.

Clark, A. Quality Improvement Module III: Data, Analytics, and Measurement. Part I: Data Management. Webinar presented to the West Virginia BMS Division of Operations Management, Quality Unit, 5 October 2017.

Clark, A. NHCHIS Public Use Data Enhancement: Methods and Recommendations for Stakeholder Review and Feedback. New Hampshire CHIS Public Use Data Stakeholders Meeting, Concord, NH. 16 August 2017.

Hart L, Elwood J, Kennedy L, Clark A, and Highland J. Cycle II Rate Review Grant Evaluation, Submitted to the Vermont Green Mountain Care Board. The Vermont Green Mountain Care Board. December 2015. <http://gmcbboard.vermont.gov/sites/gmcb/files/documents/GMCB%20Cycle%20II%20Evaluation%20Grant%20Rate%20Review%20Report.pdf>.

Co-author, on behalf of MACHIA, of over 20 cost assessments of proposed or enacted state-mandated health insurance benefits presented to the Massachusetts Legislature, including:

Clark A, Elwood, J, Hamilton, V, et al. State-Mandated Health Insurance Benefits and Health Insurance Costs in Massachusetts. MACHIA. July 2021. <https://www.chiamass.gov/assets/docs/r/pubs/mandates/Comprehensive-Mandated-Benefit-Review-2021.pdf>.

Hart L, Hamilton V, Clark A, Elwood J. An Act for Prevention and Access to Appropriate Care and Treatment of Addiction. MACHIA. August 2019. <https://www.chiamass.gov/assets/docs/r/pubs/19/H4742-Appropriate-Care-and-Treatment-of-Addiction.pdf>.

Hart L, Hamilton V, Clark A, Elwood J. An Act Relative to Women's Health. MACHIA. February 2019. <https://www.chiamass.gov/assets/docs/r/pubs/19/H2207-and-S507-Womens-Health-020719.pdf>.

Raslevich A, Clark A, et al. State-Mandated Health Insurance Benefits and Health Insurance Costs in Massachusetts. MACHIA. December 2016. <http://www.chiamass.gov/assets/docs/r/pubs/16/2016-Combined-Comprehensive-12-2016.pdf>.

Clark A, Raslevich A, et al. Mandated Benefit Review of H.B. 3972: An Act Relative to the Practice of Acupuncture. MACHIA. April 2015. <http://www.chiamass.gov/assets/Uploads/MBR-H3972-Acupuncture.pdf>.

Additional MACHIA papers are available at <http://www.chiamass.gov/mandated-benefit-reviews>.



**Larry Hart**  
**Senior Risk Manager**

Larry has over 30 years of experience in healthcare insurance markets in both underwriting and actuarial capacities, including 28 years of experience at a national carrier in Maine and other states. He has significant expertise in strategic analysis and planning, and has several years of experience developing financial forecasts and recommendations based upon those models.

**Key Qualifications**

- ✓ More than 30 years' experience with health insurance agencies
- ✓ Technical experience in underwriting, competitive analysis, cost drivers, projections, and modeling
- ✓ Member of Greater Portland United Way Investment Committee for Health Services

**Relevant Experience**

**BerryDunn (formerly Compass Health Analytics) (2014 to present)**

Lawrence directs BerryDunn's risk consulting services, with responsibility for pricing new benefit designs, projecting claims, developing rates, and developing forecasts for managed care clients. He assists state regulators with review of health insurance rate filings, analyzes health insurance cost drivers for state government policy makers, and supports clients in financial evaluation of alternative provider reimbursement arrangements, including accountable care organizations, with experience analysis, projections, and modeling.

**Anthem Blue Cross & Blue Shield of Maine (2006 to 2014)**

As the actuarial business director, Lawrence supervised staff and conducted competitive analysis, new product and mandate pricing. He developed financial forecast key assumptions such as rate increases, buy down, and claims trends; worked with finance partners to develop the forecast, interpret financial results and variances; and prepared and oversaw Maine group and individual rate filings including the 2014 qualified health plan filings. As the actuarial pricing lead, he provided ongoing consulting service including strategic growth and margin planning for Maine leadership.

**Anthem Blue Cross & Blue Shield of New Hampshire (2002 to 2006)**

Lawrence served as the senior director of underwriting. In this role, he developed alternate funding mechanisms including contingent premium, minimum premium, and administrative services only (ASO); managed a rating system conversion for small and large group business; developed an underwriting process for new dental product launch in New Hampshire market; and developed incentive plan with common goals for underwriters and sales associates.

**Anthem Blue Cross & Blue Shield of Maine (1986 to 2002)**

As an underwriter and underwriting manager, Lawrence managed and led a staff of seven associates in the successful rate development for prospective and renewing group business. He developed alternate funding mechanisms including contingent premium, minimum premium, and ASO; and streamlined product portfolio and standard plan packages to minimize adverse selection and an income transfer mechanism to deal with adverse selection issues resulting from offering a separately-owned health maintenance organization beside Anthem products. He also oversaw analysis and implementation of a

procedure which helped ensure high-risk individuals were assessed and were accurately reflected in the rating of large groups.

**Northwestern Mutual Life (1985 to 1986)**

Lawrence served as a licensed insurance agent with the State of Maine to sell life and health insurance. He completed Essentials of Life Underwriting training program for Northwestern Mutual, and developed clientele by selling term and whole life insurance.

**Education and Memberships**

BA, Mathematics, University of Maine at Orono

Blue Cross and Blue Shield Actuarial and Underwriting Committee (District I) (2002 to 2014)

Maine Vaccine Association Board (2010 to 2014)

New Hampshire Vaccine Association Board (2005 to 2008)

Greater Portland United Way Investment Committee for Health Services (2009 to present)

Easter Seals Maine Board of Directors (2014 to present)

Blue Cross Blue Shield of Maine Employees Federal Credit Unit Board of Directors (1988 to 2004)



**Arisara Miller, MS**  
**Senior Consultant/Analyst**

Arisara is an experienced healthcare data analyst with over 18 years of experience working with healthcare institutions and insurance agencies across the country. Her expertise includes managed care organizations, Medicaid payment methodologies, claims-based algorithms, and data extractions.

**Key Qualifications**

- ✓ Over 20 years' experience with claim and encounter data
- ✓ Conducts analyses for trend reporting, pricing/actuarial support, contract negotiations (provider/accountable care organizations/vendors) and financial reconciliations/settlements
- ✓ Experience with care management program design and registry creation to track high-risk, high-cost, or chronically ill members
- ✓ Experience with program evaluations and healthcare quality measures (e.g. Health Care Effectiveness Data and Information Set (HEDIS))
- ✓ Extensive experience setting up and maintaining data warehouses and analytic sandboxes with claims, encounters, eligibility records, lab data, and reference tables
- ✓ Leads data improvement and data management projects
- ✓ Significant experience with reporting/analysis package design and testing

**Relevant Experience**

**BerryDunn (06/2018 to present)**

Arisara serves as part of BerryDunn's Health Analytics Practice Group as a manager, focusing on data analytics engagements with healthcare clients across the country.

**Blue Shield of California (05/2017 to 05/2018)**

As a medical informaticist, Arisara designed and continually improved Tableau models to track cost of healthcare savings from initiatives such as ClaimXten clinical editing, spine surgery / pain management, and radiology pre-service authorization programs. She performed medical and payment policy analyses to inform the Medical Policy Impact Committee, enable new decisions, and evaluate ongoing practices. Other duties included document business requirements and designing data models to store post-service clinical review records in the new Enterprise data warehouse infrastructure, and serving as the team's Tableau Ambassador to establish and enforce best practice standards for server publishing, efficiency, and data visualization.

**Boston Medical Center HealthNet Plan (07/2007 to 05/2017)**

**Medical Economics Principal (01/2014 to 05/2017)**

Arisara led the development of numerous complex and time-sensitive analyses to support the Chief Financial Officer, Chief Actuary, and Vice Presidents. She analyzed data to support Medicaid payment method re-pricing, primary care physician attribution, and accountable care organization contract strategy. Other tasks included fulfilling state reporting requirements for total medical expense and relative pricing, developing the quarterly medical expense dashboard, collaborating with information technology (IT) to help ensure data integrity and resolve issues, and guiding junior and senior analysts on SAS/sequence control language coding, enterprise reporting definitions, and best practices.

**Senior Medical Economics Analyst (07/2007 to 11/2011)**

Arisara tracked medical care expenses and utilization trends to inform senior management and influence key decisions on budgeting and pricing projections. She created reporting packages to satisfy the needs of internal and external customers, conducted research with Medical Directors to build methodologies for identifying at-risk patients for telephonic outreach programs as mandated by state authority and corporate goals, prepared and presented ad hoc analyses to support key corporate initiatives to improve care quality and reduce cost, and coordinated with IT to validate data quality and make recommendations on process and system improvements. Arisara was also responsible for writing project plans, business requirements, technical specifications, and analytic definitions, and for coaching staff on healthcare data, data warehouse structures, and the analytic tool being used.

**Blue Shield of California (11/2011 to 01/2014)**

With Blue Shield of California, Arisara built and enhanced analysis methods, data systems, and web-based reporting tools. As a medical informaticist, she critically reviewed existing processes to identify inefficiencies and potential problems, took actions to explore and implement solutions, and directly supported the Chief Health Officer, vice presidents, and directors to achieve corporate goals. She set up an automated interface to deliver daily data feeds from internal data marts to the case management system vendor to enhance member-level case management, and established and maintained a robust model to calculate savings from pre-service review activities and medical policies, which revealed significant cost reduction opportunities.

**Harvard Pilgrim Health Care (06/2004 to 07/2007)**

As a business analyst for medical economics, Arisara designed and developed claim-based algorithms to pinpoint patients for internal disease management programs such as Oncology, End-Stage Renal Disease, High-Risk Pregnancy, and Cardiac. In addition, she was responsible for building and maintaining related registry records. She worked in partnership with Medical Management and Actuarial to develop the appropriate approach to calculating the return on investment for disease management programs, produced and summarized the key findings of ad hoc strategic financial and budget projection reports, evaluated historical statistics and administrative information to pinpoint recent and prospective budgeting and pricing trend drivers, planned and implemented user acceptance testing procedures and SAS programming templates to validate the integrity of the new enterprise data warehouse and web-based reporting tools, documented and automated data mining and reporting processes to achieve consistency and efficiency, and provided SAS and general analytical training to other analysts.

**BlueCross BlueShield of Massachusetts (05/2002 to 06/2004)****Finance Development Program for Audit and Controls (01/2004 to 06/2004)**

Arisara completed operational and IT readiness assessments of new product development initiatives undertaken by the corporation. She performed ad hoc data extractions and analyses to support internal and external audit services, and assisted the legal department to help ensure that appropriate confidentiality agreements are in place before releasing any HIPAA-protected health information to external parties.

**Analyst (05/2002 to 01/2004)**

Arisara evaluated the financial and clinical effectiveness of Cardiac and Diabetes disease management programs. She oversaw data compilations and rate calculations for several National Committee for Quality Assurance (NCQA) HEDIS measures, co-wrote annual population-based analysis publications to present the top 20 medical conditions affecting insured populations, and studied and compiled claim and medical chart review data to secure the annual supplemental Medicare + Choice payments for the heart failure patient population.

**CommunityCare of Oklahoma (05/2000 to 05/2002)**

As an analyst, Arisara extracted and analyzed healthcare data to satisfy the needs of internal and external customers. She constructed, updated, and maintained databases for various uses, such as NCQA HEDIS rate calculations, the pharmacy data warehouse, and the dental claims database. She also maintained reference tables to enable consistent and accurate reporting capabilities.

**Education and Memberships**

MS, Economics, Oklahoma State University

BS, Business Administration – Economics (Quantitative Statistics Studies), Oklahoma State University





**Fei Zou, MS**  
**Senior Consultant**

Fei is an experienced analyst with more than 10 years' experience in the healthcare industry, including nine years with a major New England Medicaid managed care organization. She is proficient in SAS, sequence control language, and Excel and is familiar with medical and pharmacy claims, Healthcare Effectiveness Data and Information Set (HEDIS), Center for Medicare & Medicaid Services (CMS)/National Committee for Quality Assurance (NCQA)/Pharmacy quality Alliance (PQA) measures, DRG and Risk Adjustment. She has developed her skills in learning quickly, multitasking, and working both independently and on a team.

**Key Qualifications**

- ✓ 12 years' experience in analytics
- ✓ Strong background in strategic planning, compliance, care management, and financial impact reports

**Relevant Experience**

**BerryDunn (07/2021 to present)**

Fei serves on BerryDunn's Health Analytics consulting team.

**BMC Health System (formerly HealthNet Plan) (08/2012 to 07/2021)**

Fei worked as a health data analyst II, senior health data analyst, and senior medical economics analyst. She led the development and production of regulatory reports to MA Executive Office of Health and Human Services, New Hampshire Department Health and Human Services, and CMS, including NCQA/PQA measures. She developed and analyzed monthly reports to identify high-risk/high utilization members for care management. Fei supported strategic planning including risk adjustment and quality improvement initiatives. She created a results tracking dashboard for utilization trends, quality measure compliance, and care management operations for both internal and external clients. Fei also investigated unusual utilization trends, built and maintained a profitability database for an accountable care organization model, and worked on the claim service categorization from the design phase to the user acceptance testing phases. She was responsible for code migration and impact analysis for the ICD9/ICD10 transition, as well as training for new hires.

**Health Dialog (08/2010 to 08/2012)**

Fei worked as an evaluation analyst to design and code models to estimate clinical outcomes and financial impact. She consulted with internal and external customers for an appropriate analysis plan and debugged, reviewed and wrote Standard Operating Procedures for SAS products.

**Education and Certifications**

MS, Mathematical Science, University of Massachusetts Lowell

BS, Applied Mathematics, Tongji University

SAS Certified Advanced Programmer for SAS 9



**Feng (Frank) Qin, PhD, FSA, ASA, CERA, MAAA**  
**Senior Actuarial Analyst**

Frank is an experienced actuary with advanced data analytics skills and proficiency with SAS, sequence control language, VBA and R programming. His broad actuarial experience includes valuation and pricing model development, with Accredited Senior Appraiser (ASA) and Chartered Enterprise Risk Actuary (CERA) credentials.

**Key Qualifications**

- ✓ More than eleven years' experience in actuarial work with a focus in risk management, research, and model development
- ✓ More than 10 years' experience in healthcare industry
- ✓ Familiar with claim datasets, business development, and training in SAS topics

**Relevant Experience**

**BerryDunn (08/2018 to present)**

Frank serves as part of BerryDunn's Actuarial practice, working alongside other members of the firm's Health Analytics Practice Group.

**KPMG, LLP (01/2014 to 08/2018)**

As a senior associate in Health Actuarial Services, Frank served as data analytics lead on multiple projects to identify and quantify healthcare cost saving opportunities for both payers and providers by working with large medical and pharmacy claims datasets. He calculated actuarial reserves independently for a number of health, long-term care, and group insurance carriers to support audit reviews; acted a key developer in building a SAS based predictive model for actuarial pricing; developed a machine learning based predictive model for no shows in patient scheduling via R programming; and built a set of VBA macros to streamline the reserve model creation process where he turned manual tasks into a single automated code run that takes minutes instead of hours.

**CVS Health (06/2012 to 01/2014)**

Frank served internal and external clients to deliver ad hoc research and reports on large pharmacy claim data (hundred millions of records) with a track record of efficiency and accuracy. He led the development of a predictive model on specialty drug usage to support business development and presentation of results to senior management was well received, conducted a time series analysis on store revenue to assist internal resource planning, and trained team members on SAS programming topics.

**Delta Air Lines (03/2012 to 05/2012)**

As a business analyst, Frank identified key drivers for customer satisfaction through a multivariate regression model.

**Munich American Reassurance Company (07/2011 to 01/2012)**

As a full-time actuarial intern in Enterprise Risk Management, Frank conducted literature reviews to create an internal manual of current methods for credit risk quantification. He also improved a default risk model to provide an alternative benchmark to assess the company's credit risk exposure.

**Education and Memberships**

PhD, Biomedical Science, University of Connecticut

MS, Actuarial Science, Georgia State University

BS, Biological Science, Fudan University



**Dina Nash, MPH**  
**Senior Health Policy Consultant**

Dina is a senior consultant with the Health Analytics Practice Group who specializes in healthcare data analysis, claims, and clinical data. She has training in conflict communication, delegation, facilitation, and project management and has worked extensively with SAS code, sequence control language (SQL) Code, Excel, and PowerBI.

**Key Qualifications**

- ✓ 5 years' experience in healthcare with a focus on research and analysis
- ✓ Familiar with SAS, Excel, PowerBI

**Relevant Experience**

**BerryDunn (09/2021 to present)**

Dina serves as a senior consultant, working with clients on data analysis, claims, and clinical data projects.

**Mass General Brigham Enterprise Analytics (06/2018 to 09/2021)**

Dina worked as a healthcare data analyst to develop SAS and SQL code for metrics for a complex care program dashboard used by program and hospital leadership. The complex care program was comprised of a diverse patient population, including those on Medicaid and Medicare. She supported patient centered medical home program with creation of advanced primary care strategy metrics, logic, and visuals, and assisted manager with supporting new analysts. She reviewed code written by other analysts. Dina conducted a Deferred Care Analysis due to COVID-19 epidemic that informed state and system wide decision-making and led to publication in American Journal of Managed Care. This Deferred Care Analysis was stratified by commercial payers, Medicaid, and Medicare, as well as by select social determinant of health variables.

**Partners HealthCare Enterprise Analytics (08/2017 to 05/2018)**

Dina worked as a program analytics intern covering system-level Population Health program areas.

**Center for Population Health (06/2017 to 08/2017)**

Dina worked as a financial and clinical analytics intern to support the quality team by updating dashboard and exception reports using SAS and Excel. She conducted analysis in SAS on Generalized Anxiety Disorder Screening Measure and created pharmaceutical cost trend driver visuals. Dina also collaborated on healthcare services cost equivalency visual in PowerBI.

**Education and Certifications**

MPH, Epidemiology and Biostatistics, Boston University

BA, Psychology, Harvard University



**Nicholas Samek**  
**Staff Analyst**

Nick is an actuary and consultant in BerryDunn's Health Analytics Practice Group, experienced in complex functions in Microsoft Excel and R, Python. He has passed the Probability (P), Financial Mathematics (FM), and Investment and Financial Markets (IFM) actuarial exams and speaks conversational Mandarin.

**Key Qualifications**

- ✓ More than six years' experience leading and collaborating with teams
- ✓ Certified actuary
- ✓ Experience managing cases and coordinating resources for clients

**Relevant Experience**

**BerryDunn (06/2020 to present)**

Nick works with BerryDunn's Health Analytics Practice Group, assisting healthcare actuarial clients.

**Delta Dental (06/2019 to 06/2020)**

As an intern, Nick used Access to calculate per member per month rates for over 1,000,000 members. He also calculated utilization trends for the companies' books of business and created fee schedules to upload into cloud-based servers.

**Harmony Hill School (06/2016 to 06/2020)**

As a youth care counselor, Nick served as a role model for 50 at-risk youths at a state-funded juvenile correction facility. He contacted independent living facilities, foster homes, and step-down facilities to determine appropriate housing for students upon completion of treatment; planned outings to engage students and determine their behavior in a public setting in order to assess current progress through treatment; and strategized with management to create a more harmonious environment.

**Burrillville School System (12/2016 to 06/2020)**

Nick served as an assistant wrestling coach, teaching wrestling techniques and strategies to student athletes. He set and monitored practice schedules, and monitored individual performances during practice sessions.

**Education and Memberships**

BS, Actuarial Mathematics, Minor in Finance, Bryant University

**Actuarial Exams:**

- ✓ Passed P, score of 7
- ✓ Passed FM, score of 8
- ✓ Passed IFM, score of 6



## **Scott Whiting**

### **Project Coordinator**

Scott is an experienced coordinator with a strong ability to grasp new concepts and integrate them into existing systems, eliminate waste, and find solutions that maximize the desired output in every environment. His work with international programs, data strategy and management, and customer service have made him a consistent, meticulous, and responsible problem solver who leaves things in better condition than they were found – be it processes, teams, or organizations. Scott brings both writing skills as well as strong quantitative analysis abilities to project work.

### **Key Qualifications**

- ✓ More than six years' experience with enrollment, compliance, and customer relationship management (CRM) database development and implementation
- ✓ Strong background in editorial management and collaboration with both internal teams and also clients

### **Relevant Experience**

#### **BerryDunn (01/2021 to present)**

Scott serves as a project coordinator for the Health Analytics Practice Group, liaising between the data, policy, and actuarial teams; and assisting with various administrative tasks such as proofreading and data-checking.

#### **Revolution Field Strategies (11/2020 to 01/2021)**

Scott worked as a Data Verification Officer to manage data intake and run periodic reports for a petition campaign organized across the State of Maine. He advised managers on the best office floor plan and filing systems to minimize sorting errors during high processing volume and served as a resident Maine geography consultant, suggesting routes for canvassers and compiling a list of municipalities with common alternate names.

#### **Council for International Educational Exchange (06/2014 to 04/2020)**

Scott worked as a Senior Enrollment Coordinator to review and process applications for participants visiting the United States on the J-1 visa program. He co-authored the handbook for new employees, produced reports for organization executives on behalf of the Director of Enrollment and Compliance, and worked with the Information Technology department and business analysts to design the interface of an in-house CRM database, replacing a legacy platform and 3rd-party software that no longer met industry demands.

#### **Lionbridge (10/2013 to 06/2014)**

Scott worked as an internet assessor to analyze search results from competing search engines for landing page quality and utility. He then organized the results by relevance to user intent for any given search query.

#### **Auto Europe LLC (06/2009 to 10/2013)**

Scott worked as a Customer Service Case Investigator to assist clients with post-rental concerns, investigate more complex claims with rental suppliers, and author a flowchart of complaint criteria for staff to minimize unnecessary opening of files, streamlining the department workflow.

**Wheaton College (09/2006 to 05/2009)**

Scott worked as a Peer Advisor to discuss the practical aspects of studying in Germany with students. He edited the handbook for students joining the study abroad program and co-coordinated events for the Center for Global Education, such as fairs, dinners, and information sessions. Scott also served as Writing Tutor to guide students through a better understanding of the writing process, which required assessing strengths and weaknesses of papers' arguments and prompting original idea development. He also advised on proper grammar and format for both academic essays and creative writing.

**Education and Certifications**

BA, Wheaton College