



John Elias  
Commissioner

**THE STATE OF NEW HAMPSHIRE  
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14  
CONCORD, NEW HAMPSHIRE 03301

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Alexander K. Feldvebel  
Deputy Commissioner

September 25, 2018

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 **retroactive and sole source** contract amendment (originally approved by the Governor and council on September 13, 2017, item #44) with Freedman Healthcare, LLC. of Newton, MA (Vendor # 210519), for the provision of consulting services, by increasing the amount by \$14,150 from \$91,289 to \$105,439 and extending the end date from September 30, 2018 to December 30, 2018. This agreement is to be effective upon Governor and Council approval. 100% Federal Funds.

The additional funding is available in the account titled Rate Review Cycle IV Grant for Fiscal Years 2019.

**Rate Review Cycle IV Grant**

02-24-24-240010-59300000-046-500464 Consultants

**FY2019**

\$14,150

**EXPLANATION**

Beginning in 2010, the New Hampshire Insurance Department (NHID) received a series of federal grants to improve the health insurance premium rate review process and transparency related to health insurance premiums and medical care costs in New Hampshire. Under the grants, the Insurance Department has focused on improving health care price transparency, based on claims data that health insurance companies are required by New Hampshire law to submit to the NH-CHIS database, and enhancing the NH HealthCost website (which the Insurance Department created using NH-CHIS data) as a centralized resource for health care price information for New Hampshire businesses and residents.

This vendor has been assisting with the promotion of the NHID's [nhhealthcost.org](http://nhhealthcost.org) website, with an emphasis on new content for employers. Under the initial contract, the major deliverables were to develop communications and marketing plans to increase traffic on NH HealthCost, to

arrange and attend outreach events, to enhance and improve Search Engine Optimization (SEO) strategies, and to develop performance metrics. These activities are consistent with the Department's goal of improving the transparency of price and quality information.

The results have been very positive. Consumers, employers, brokers, and other key stakeholders have had increased access to price and quality information on the [nhhealthcost.org](http://nhhealthcost.org) website, with the total number of visits increasing dramatically from 43,911 to 96,787 for the 12 month periods ending August 30, 2017 and August 30, 2018 respectively, an increase of more than 120 percent.

Continuing our work with this vendor will enable the Department to further expand our promotion of the website. The retroactive amendment is possible due to a no cost extension of federal grant funding and will allow the contractor to engage in additional outreach efforts to employers, and to maximize the SEO reporting structure.

Specifically, under this amendment, the contractor will:

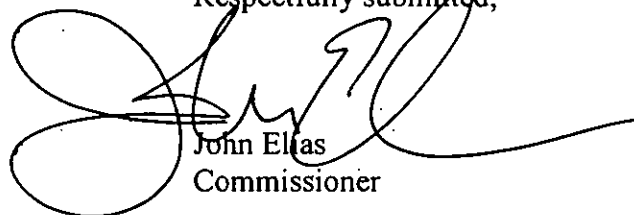
1. Work with the Department to develop core messages, webinars and other outreach methods for diverse audiences including employers;
2. Engage the primary care and pediatric clinician community and identify additional ambassadors to assist in the outreach efforts for NH HealthCost;
3. Create an informational package to raise awareness of NH HealthCost and the information on the website to include items such as employee newsletter articles, educational materials, including a video to provide to employers/employees;
4. Develop a 15-month communications plan with an editorial calendar, short videos, and outreach events and activities as well as the materials to use in presentations; and
5. Refine user manual documentation for the Freedman View software to assist the Department with installation and running reports, and provide training on custom metrics.

The contract amendment is sole source because of its relation to ongoing work, with the amended amount greater than 10% of the original contract price.

The New Hampshire Insurance Department respectfully requests that the Governor and Council authorize the amendment of the Freedman Healthcare, LLC contract. Your consideration of the request is appreciated.

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

Respectfully submitted,



John Elias  
Commissioner

## AMENDMENT

RECEIVED  
NH INSURANCE DEPARTMENT  
SEP 13 2018

This Agreement (hereinafter called the "Amendment") dated this 11th day of September, 2018 by and between the state of New Hampshire acting by and through the New Hampshire Insurance Department (hereinafter referred to as "NHID") and Freedman Healthcare, LLC. (hereinafter referred to as the "Contractor"), shall be retroactive to September 30, 2018.

WHEREAS, pursuant to an initial agreement (hereinafter called the "Agreement") which was first entered into upon Governor and Council approval on September 13, 2017, agenda item #44, the Contractor agreed to perform certain services to assist the NHID to improve the transparency of information for consumers and enhance the NHHealthCost website, upon the terms and conditions specified in the Agreement and in consideration of payments by NHID of certain sums specified there, and;

WHEREAS, pursuant to paragraph 18 of the General Provisions of the Agreement, the contract may be amended, waived or discharged by written instrument executed by the parties hereto and approved by the Governor and Council, and;

WHEREAS, due to an extension in funding approval, additional time is available to fully maximize the work;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement as set forth herein, the Contractor and NHID hereby agree to amend the Agreement as follows:

### 1. Amendment of Agreement

- A. Amend Section 1.7 of the General Provisions by retroactively extending the completion date from September 30, 2018 to December 31, 2018
- B. Amend Section 1.8 of the General Provisions by changing the price limitations from \$91,289 to \$105,439
- C. Replace Attachment A with Attachment A-1: 2017 – RRG408- NH HealthCost Marketing 2.0
- D. Replace Attachment B with Attachment B-1: 2017 – RRG408- NH HealthCost Marketing 2.0

### 2. Effective Date of Amendment

This Amendment shall be effective upon its approval by the Governor and Council of the State of New Hampshire. If such approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

### 3. Continuance of Agreement

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with terms and conditions as set forth therein:

IN WITNESS WHEREOF, the parties have hereunto set their hands:

CONTRACTOR:

Freedman Healthcare, LLC

By: [Signature]  
Linda Green, Vice President

NHID:

State of New Hampshire acting  
through the New Hampshire Insurance  
Department

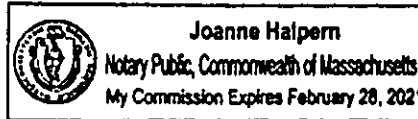
By: [Signature]  
John Elias, Commissioner

NOTARY STATEMENT

On this the 11 day of SEPTEMBER 2018, there appeared before me JOANNE HALPERN (Notary Name) the undersigned officer appeared LINDA GREEN (Designated Officer Name) who acknowledged him/herself to be VICE PRESIDENT (Designated Officer Title) and that such officer, authorized to do so, executed the foregoing instrument for the purpose herein contained, by signing him/herself in the name of the Contractor.

In witness whereof I hereunto set my hand and official seal (provide seal, stamped name and expiration date).

By: [Signature]



APPROVAL BY NEW HAMPSHIRE ATTORNEY GENERAL AS TO FORM, SUBSTANCE AND EXECUTION

By: [Signature], Assistant Attorney General on 10/1/18

APPROVAL BY THE NEW HAMPSHIRE GOVERNOR AND EXECUTIVE COUNCIL

By: \_\_\_\_\_, on \_\_\_\_\_

## **Freedman HealthCare, LLC**

### **2017 – RRG408- NH HealthCost Marketing 2.0**

#### **Exhibit A-1**

#### **Scope of Services**

The contractor will:

1. Develop a suite of communications and marketing materials that appeal to diverse audiences (employers, consumers, brokers, consultants and other key stakeholders) with easy to understand messaging that promotes the new features of the NHID [www.nhhealthcost.org](http://www.nhhealthcost.org) website.
2. Work with the Department to develop core messages, webinars and other outreach methods for diverse audiences including employers.
3. Engage the primary care and pediatric clinician community and identify additional ambassadors to assist in the outreach efforts for NHHealthCost.
4. Create an informational package to raise awareness of NHHealthCost and the information on the website to include items such as employee newsletter articles, educational materials, including a video to provide to employers/employee.
5. Develop a communications plan for a 15-month timeline with an editorial calendar, short videos, and outreach events and activities as well as the materials to use in presentations.
6. Develop a marketing plan to increase traffic on NHHealthCost.
7. Arrange and attend events such as health fairs, networking events, partner organization, conferences, etc. targeting the NH business community, NH health care consumers
8. Enhance and improve Google tags and other online marketing methods and provide training on Search Engine Optimization (SEO) strategies.
9. Set up reporting and report on an ongoing basis, performance metrics including but not limited to media outreach efforts and targeted markets, any direct mail volumes, video views, website analytics and social media metrics.
10. Develop additional user manual documentation for the Freedman View software to assist the Department with installation and running reports, and provide training on custom metrics.
11. The contractor shall perform all other tasks as described in the RFP 2017-RRG 408 NH HealthCost Marketing 2.0 (attached) and the bid response (attached) which are incorporated by this reference.

**Freedman HealthCare, LLC**

**2017 – RRG408- NH HealthCost Marketing 2.0**

**Exhibit B-1**

**Contract Price, Price Limitations and Payment**

The services will be billed at the rates set forth in the Contractors Proposal, not to exceed the total contract price of \$105,439. The services shall be billed at least monthly and the invoice for the services shall identify the person or person providing the service. Payment shall be made within 30 days of the date the service is invoiced.

# State of New Hampshire

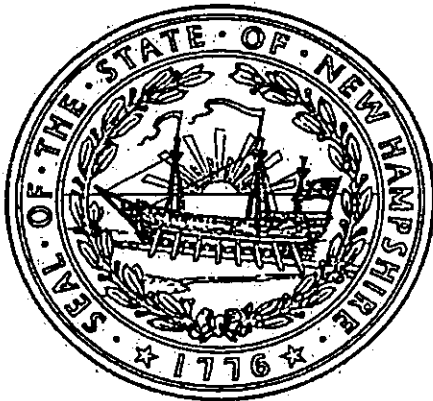
## Department of State

### CERTIFICATE

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

Business ID: 691104

Certificate Number: 0004183481



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of September A.D. 2018.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF AUTHORITYNOTE

(Limited Liability Company)

I, John Freedman hereby certify that:

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

Dated: 9/11/18

Attest: [Signature]

John Freedman, President

State of: Massachusetts

County of: Middlesex

On this 11th day of September 2018, before me Joanne Halpern

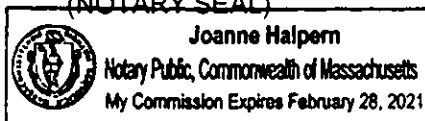
(Notary Public)

The undersigned officer, personally appeared John Freedman

(Contract Signatory)

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

(NOTARY SEAL)



[Signature]  
(Notary Public Signature)

Commission Expires: February 28, 2021





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/13/2018

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

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

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

**COVERAGES**

CERTIFICATE NUMBER: 2018-2019

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			08SBATP0546	6/14/2018	6/14/2019	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			08SBATP0546	6/14/2018	6/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB			08SBATP0546	6/14/2018	6/14/2019	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			08WECCM7886	6/14/2018	6/14/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability:			VF024180201	6/14/2018	6/14/2019	Limit \$1,000,000
	Management Consultant E&O						Deductible \$2500

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

**CERTIFICATE HOLDER****CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

S Aronson, CIC/TRICIA

SWA



**THE STATE OF NEW HAMPSHIRE  
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14  
CONCORD, NEW HAMPSHIRE 03301

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Roger A. Seigny  
Commissioner

Alexander K. Feldvebel  
Deputy Commissioner

August 17, 2017

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

**REQUESTED ACTION**

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract with Freedman Healthcare, LLC. (Vendor # 210519) of Newton, MA in the amount of \$91,289, for consulting services effective upon Governor & Council approval through September 30, 2018. 100% Federal Funds.

Funding is available in account titled Rate Review Cycle IV Grant for Fiscal Years 2018 and 2019.

<u>Rate Review Cycle IV Grant</u>		<u>FY2018</u>	<u>FY2019</u>
02-24-24-240010-59300000-046-500464	Consultants	\$88,000	\$3,289

**EXPLANATION**

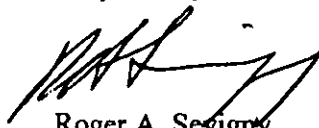
The New Hampshire Insurance Department (NHID) has received a federal grant to improve the health insurance premium rate review process and transparency related to health insurance premiums and medical care costs in New Hampshire. Under the grant, the Insurance Department will improve the health insurance rate review process by enhancing the quality of data collected on health insurance claims, improving the transparency of information for consumers, and enhancing the HealthCost website as a centralized location for health care price information, in order to best serve the people of New Hampshire.

The consultant's primary responsibility will be to assist the Department to promote the NHID's [www.nhhealthcost.org](http://www.nhhealthcost.org) website with an emphasis on the new content for employers. The major deliverables for the vendor include developing communications and marketing plans to increase traffic on NHHealthCost, arranging and attending events such as health fairs and networking events enhancing and improving Search Engine Optimization (SEO) strategies, and reporting performance metrics.

The Request for Proposal was posted on the NHID's website on June 26, 2017 and sent to past bidders for NHID contract work and companies doing work in this field. Three bids were received. The bid was evaluated by NHID staff familiar with the project goals using a scoring system included in the RFP. After reviewing the bid response, the Commissioner selected Freedman Health, LLC. as most responsive to the RFP.

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

Respectfully submitted,



Roger A. Seigny

# RFP 2017- PROPOSALS EVALUATIONS

Evaluation Committee members: Danielle Barrick, Eireann Aspell, Alain Couture, Maureen Mustard, Martha McLeod

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

On August 8, 2017 the Evaluation Committee members met, and as a group assigned points to each bid per the "Specific comparative scoring process" described in each RFP.

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

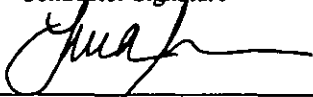
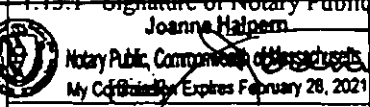
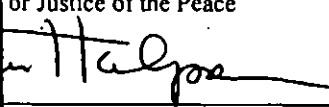

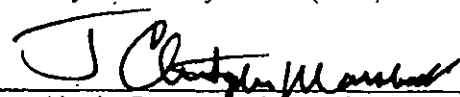
RFP/VENDOR	CONTRACTOR Specific Skill (30% of points)	CONTRACTOR Qualifications & Related Experience (20% of points)	PROPOSED Timeline (25% of points)	Bid Price BUDGET AMOUNT	Derivation of Cost (25% of points)	TOTAL SCORE (100% of Points)	Score without \$\$\$	NOTES
RFP 2017-RRG 408-NH Healthcost Marketing 2.0								
Freedman Healthcare, LLC	25.00%	18.00%	23.00%	\$91,289	17.80%	83.80%	66.00%	
Louis Karno & Company LLC	21.00%	14.00%	18.00%	\$64,988	25.00%	78.00%	53.00%	
Millennium Integrated Marketing	23.00%	19.00%	15.00%	\$80,000 See Notes	20.31%	77.31%	57.00%	Total bid was \$375,000. Excluded costs for Traditional Media, Digital, and Online Advertising (\$295,000)

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

1.1 State Agency Name MaNew Hampshire Insurance Department		1.2 State Agency Address 21 South Fruit Street, Suite 14, Concord, NH 03301	
1.3 Contractor Name Freedman HealthCare, LLC		1.4 Contractor Address 29 Crafts Street, Suite 470, Newton, MA 02458	
1.5 Contractor Phone Number 617-243-9509	1.6 Account Number 02-24-24-240010-59300000-046-500464	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$91,289
1.9 Contracting Officer for State Agency Alexander Feldvebel		1.10 State Agency Telephone Number 603-271-2261	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Linda Green, Vice President	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>MIDDLESEX</u> On <u>8/14/2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace Joanne Halpern  			
1.13.2 Name and Title of Notary or Justice of the Peace <u>JOANNE HALPERN, NOTARY</u>			
1.14 State Agency Signature  Date: <u>8/22/17</u>		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>8/23/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### **8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

#### 19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials

Date 8/14/17



## **Freedman HealthCare, LLC**

### **2017 – RRG408- NH HealthCost Marketing 2.0**

#### **Exhibit A**

#### **Scope of Services**

The contractor will:

1. Develop a suite of communications and marketing materials that appeal to diverse audiences (employers, consumers, brokers, consultants and other key stakeholders) with easy to understand messaging that promotes the new features of the NHID [www.nhhealthcost.org](http://www.nhhealthcost.org) website.
2. Work with the Department to develop core messages for diverse audiences including employers and test the messages.
3. Create an informational package to raise awareness of NHHealthCost and the information on the website to include items such as employee newsletter articles, educational materials, and/or short awareness videos.
4. Develop a communications plan for a 12-month timeline with an editorial calendar, short videos, and outreach events and activities as well as the materials to use in presentations.
5. Develop a marketing plan to increase traffic on NHHealthCost.
6. Arrange and attend events such as health fairs, networking events, partner organization, conferences, etc. targeting the NH business community and NH health care consumers.
7. Enhance and improve Google tags and other online marketing methods and provide training on Search Engine Optimization (SEO) strategies.
8. Set up reporting and report on an ongoing basis, performance metrics including but not limited to media outreach efforts and targeted markets, any direct mail volumes, video views, website analytics and social media metrics.
9. The contractor shall perform all other tasks as described in the RFP 2017-RRG 408 NH HealthCost Marketing 2.0 (attached) and the bid response (attached) which are incorporated by this reference.



PROPOSAL TO THE

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**New Hampshire Insurance Department**  
**New Hampshire HealthCost Marketing 2.0**

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**2017-RRG408**

**August 4, 2017**

Contact:

**Linda Green, Vice President, Programs**

**Freedman HealthCare, LLC**

**29 Crafts Street, Suite 470**

**Newton, MA 02458**

**lgreen@freedmanhealthcare.com**

**617.243.9509 x203**

## **INTRODUCTION**

Freedman HealthCare, LLC (FHC) is pleased to present this proposal to the New Hampshire Insurance Department (NHID) in response to the Request for Proposals entitled New Hampshire HealthCost Marketing 2.0, RFP #2017-RRG408.

FHC understands that the NHID seeks assistance in developing a statewide campaign to increase all New Hampshire residents' awareness about the information available on NH HealthCost. NHID also seeks to encourage self-insured employers to contribute health care claims data to the NH Comprehensive Healthcare Information System. FHC offers a unique array of hands-on expertise in health care communications to consumers and employers combined with solid understanding of APCDs.

### **Attachments:**

- A. Staff Resumes
- B. Detailed Work Plan
- C. Proposed Budget
- D. New Hampshire Consumer and Employer/Business Community Contacts and Events
- E. Examples of Other Healthcare Consumer Engagement Marketing Campaigns

## **EXPERIENCE AND QUALIFICATIONS**

Established in 2005, Freedman HealthCare (FHC) is a national consulting firm that works with a range of clients to solve complex problems through the application of health data. As strategists, FHC consultants help clients identify and understand the best sources of data to inform the development of effective strategies and operations models. Armed with this critical information, FHC clients are better prepared for policy and programmatic changes that will result in operational growth, quality improvement, and results-based accountability. FHC President, John Freedman, MD, MBA, combines his years of clinical practice with expertise in performance management to help clients like the New Hampshire Insurance Department create more efficient and transparent rules and systems for the delivery of health care.

FHC's experience working in 25 states across the country, including New Hampshire – each with different political climates, legislative requirements, and approaches to healthcare reform – has demonstrated the firm's skills in developing flexible, state and client-specific processes. This commitment to customized healthcare improvement strategies echoes through FHC's concentration on mobilizing data to leverage change. The firm's depth and breadth of expertise is matched by the team's skills in effective planning, project management, and stakeholder engagement.

In the public sector, FHC has helped state health organizations and regional collaboratives utilize cost and quality data to inform policy initiatives. This is evidenced in part by FHC's demonstrated expertise with All-Payer Claims Databases (APCD). FHC's seasoned consultants leverage their professional roots in government, clinical settings, and public health

organizations as they work with clients to engage and inform diverse stakeholder groups in transformative projects.

The FHC team has brought its performance measurement expertise to health care payers and providers, identifying quality and cost indicators that allow clients to assess themselves against internal and external benchmarks. This has become especially critical with payment reform and care delivery transformation incentives for efficient practices. Clients benefit from FHC's objectivity, customized methodologies, and creative problem solving.

For this engagement, FHC pleased to announce that Mary Jo Condon has joined the firm as Senior Consultant and will serve as Project Team Lead. Ms. Condon brings nine years of experience at the St. Louis Area Business Health Coalition, where she oversaw a variety of initiatives. Ms. Condon developed an extensive portfolio of community engagement activities to promote awareness of health care price and quality variation in the St. Louis region and nationally. Ms. Condon's diverse project background and deep subject matter expertise, combined with FHC's national leadership in all aspects of APCDs, health care market insight and experience in New Hampshire, offer NHID a unique set of resources that will effectively grow awareness of NH HealthCost and the new Employer Resources. FHC's experience in this project's focus areas include the following examples.

#### **Engagement on Health Care Price and Quality**

**Employer Health Coalition:** While at the St. Louis Area Business Health Coalition, Ms. Condon oversaw external communications presenting the employer perspective on health, care quality and affordability to health care providers, the media, policymakers and the public. She oversaw the publication of dozens of informational brochures and reports aimed at employer and consumer audiences regarding the need for higher-quality, more affordable health care. She lobbied on behalf of employers at state legislature on issues including greater health care transparency. Her responsibilities included planning more than a dozen events with audiences of 100 to 300+ attendees drawn from the employer, provider and policy communities. Ms. Condon led the planning and logistics implementation team for four of these meetings.

**Partnerships for Healthier Babies** is a multi-stakeholder effort that used a collaborative, coordinated communications campaign across many stakeholders (obstetricians, pediatricians, employers, plans, hospitals, MO March of Dimes and others) to generate dramatic reductions in rates of early elective deliveries that outpaced state and national trends. Ms. Condon led this coordinated effort of employers, providers, health plans and community groups. All stakeholders signed a community policy statement in opposition of early elective deliveries, shared consumer materials developed by the March of Dimes and participated in media interviews. Health care providers revised policies and procedures to reflect project goal.

**LiveWellSTL.org** connects more than 25,000 local residents each year to healthy events and activities. Ms. Condon led the collaborative, community process that conceived the site, designed its functionality and developed its content. She grew traffic for the site via social and

traditional media and interactive communications with partners and events. As a result, LiveWell's Facebook account has grown to more than 8,000 "likes" and individual posts highlighting health-related events, recipes and tips routinely reaching close to 10,000 people with minimal advertising spend. Ms. Condon led related marketing efforts including:

- Hosting two community meetings as part of project development and launch.
- Kick-off planning event that brought together 80 representatives of employers, providers, health plans, public health academia, community organizations and government for a half-day interactive brainstorming session.
- Launch event aimed at consumers and employers included hundreds of attendees who participated in games, healthy cooking demonstrations, yoga classes and other activities.

FHC is currently providing subject matter expertise and project management to the **Connecticut State Innovation Model (SIM) Program Management Office (PMO)** to support the Value Based Insurance Design (VBID) Initiative. The CT SIM PMO is looking to increase adoption of efficient, value-centered VBID programs among CT employers to improve residents' health outcomes while reducing unnecessary and potentially harmful healthcare utilization and spending. As part of this work, FHC has facilitated an employer-led consortium to elicit feedback on employer concerns and questions; disseminated best practices through a VBID learning collaborative; assessed currently established VBID programs both locally and nationally; recommended the most appropriate VBID models for various CT employer groups and health plans; and reduced barriers to implementation by creating an employer-facing VBID Tool Kit and targeted communication materials.

#### **Experience with Communicating Information about Claims Data and APCDs**

FHC's broad experience with developing, managing and analyzing multi-payer claims data in 26 states includes significant leadership in supporting communications about health care cost and quality data. Examples include the following:

**Getting to Affordability:** FHC Team Member Mary Jo Condon led the Midwest Health Initiative's (MHI) participation in a national project to measure and report total cost of care. The project included providing primary care medical groups with information on the comparative total spending and resource use of their patients as part of a multi-site pilot funded by Robert Wood Johnson Foundation. Ms. Condon's responsibilities included managing the relationship with their data vendor as well as using the output to derive insights for local and national stakeholders including employers. This entailed overseeing operations for the 1.7 million life voluntary commercial claims data set that supplied full and self-insured claims data for the effort. In addition, Ms. Condon oversaw content of half-day community meeting on affordability that shared total cost data with 100 of MHI's community partners. She also hosted self-insured employer representatives at two-day summit on using total cost of care data for payment reform.

The Massachusetts Center for Health Information and Analysis (CHIA) engaged FHC to calculate HEDIS utilization measures from the Massachusetts APCD. FHC team provided subject matter expertise in the application of the metrics as well as technical expertise and programming. Specifically, FHC developed algorithms and SQL code for HEDIS measurement and service categorization, tested data quality, engaged with carriers and the Division of Insurance, and provided materials and training to CHIA staff. FHC team members also provided hands-on development services for MyHealthCareOptions, the nation's first health care cost and quality website. Tasks included APCD management, content design, measurement calculation and stakeholder engagement.

FHC has an ongoing engagement with the **Center for Improving Value in Health Care (CIVHC)**, which administers the Colorado APCD. FHC served as the interim project coordinator when the CO APCD completed its initial data submission phase, collecting historical data for 2.4 million Coloradans, and did so only 22 months after statutory authorization. While in this role, FHC helped launch the consumer-facing COhealthdata.org website (now called [www.COMedprice.org](http://www.COMedprice.org) and advised on design and content elements to support the team preparing the data visualizations. These interactive data displays provide Coloradans with price information on a range of services by location and insurance coverage and type. Concurrently, FHC also developed a data compliance strategy and implemented a data release process.

FHC has served as the Rhode Island APCD consultant since 2010 and is responsible for day-to-day management of the vendor, data release processes and report production. FHC assisted in the development of content for the RI Department of Health website (e.g., <http://health.ri.gov/data/chronicconditions/> and <http://health.ri.gov/data/potentiallypreventableemergencyroomvisits/>) that are intended to raise awareness about the availability of such data through the data request process.

FHC is current the project manager for the **Maryland Health Care Commission (MHCC)** Medical Care Data Base (MCDB), providing ongoing support for data manager oversight. FHC provided project management and content services for development of a continuing medical education seminar to assist medical professionals in discussing lower cost options for treating lower back pain. FHC is currently providing project management services for the MHCC's consumer-facing website project, including developing explanatory materials and participating in internal content reviews.

Since 2015, Freedman HealthCare (FHC) has supported the **Oregon Health Authority (OHA)** as its primary business consultant and project manager for the Oregon All-Payer All Claims (APAC) Reporting Program. In this role, FHC provides subject matter expertise to OHA on APAC's content and structure, as well as specific tasks and deliverables to ensure the continued success and expansion of the APAC program. In particular, FHC prepared materials and documentation for the APAC data release processes to drive increased use of data products, including clear descriptions of process, user guides and FAQs (<http://www.oregon.gov/oha/HPA/ANALYTICS/Pages/APAC-Data-Requests.aspx>).

FHC currently serves as Arkansas Insurance Department's (AID) subject matter expert for the implementation and early operation of the state's APCD. In addition to drafting the Data Manager RFP for all APCD-related tasks, bid evaluation assistance, and reviewing ongoing deliverables, FHC also assisted with developing the reporting plan for a consumer-facing, medical price transparency website as specified in the state's Rate Review Cycles 3 and 4 grants. FHC also conducted extensive stakeholder interviews to help define the potential data user community, including self-insured and large employers around the state. This effort raised awareness about the Arkansas APCD, future data products and the potential contributions to sustainability.

#### **FHC's Previous Work with NHID**

FHC is deeply familiar with the history, development, and implementation of the NHID's data collection efforts to inform the state's health policy work. Engagements include:

- In January 2013, the NHID selected FHC and its partner, the Center for Health Law and Economics at UMASS Medical School, to analyze the New Hampshire health insurance payment system and its impact on health insurance premiums and costs. FHC conducted stakeholder interviews to understand cost drivers, learn the extent to which providers and carriers were undertaking care delivery and payment reform initiatives, and gather recommendations on actions that stakeholders believed the state could take to improve the value of health care.<sup>1</sup>
- In 2014, FHC revised the data submission rules for the New Hampshire Comprehensive Health Information System (NH CHIS) using feedback from NHID staff, insurers, and other key stakeholders.
- In 2015, FHC supported the NHID in identifying options for collecting workers' compensation medical payment data and developed formal recommendations to the State Legislature<sup>2</sup> that were informed by interviews with NHID staff, workers' compensation payers, and self-insured associations.
- As a subcontractor to Gorman Actuarial Inc., FHC supported the development of a Strategic Plan for Data Collection on behalf of the NHID from 2015-2016<sup>3</sup>, a process which included interviewing key stakeholders and assessing the NHID's current data collection efforts.
- Since early 2015, FHC has provided project management, operations support, and content development for the Annual Hearing on Health Insurance Premiums, including managing Gorman Actuarial's data collection and analysis process for the Annual

<sup>1</sup> [http://www.nh.gov/insurance/reports/documents/nh\\_himkt\\_provpay\\_sys.pdf](http://www.nh.gov/insurance/reports/documents/nh_himkt_provpay_sys.pdf)

<sup>2</sup> [https://www.nh.gov/insurance/pc/workerscomp/documents/wc\\_nhmdc.pdf](https://www.nh.gov/insurance/pc/workerscomp/documents/wc_nhmdc.pdf)

<sup>3</sup> [https://www.nh.gov/insurance/reports/documents/nhid\\_strat\\_pln\\_datacoll.pdf](https://www.nh.gov/insurance/reports/documents/nhid_strat_pln_datacoll.pdf)

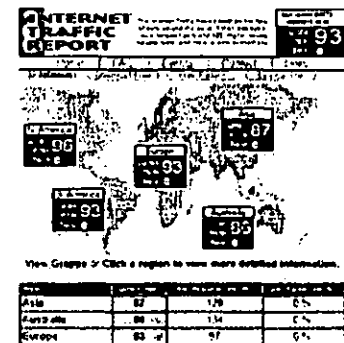
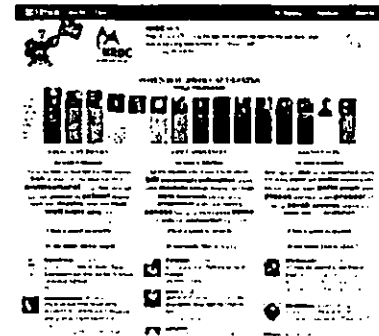
Hearing Data Request and Supplemental Data Request, as well as helping prepare the Annual Hearing Report.<sup>4,5</sup>

- Most recently, in 2017, NHID selected FHC to provide an analysis of substance use disorder treatment and preventive care services as reflected in the NHCHIS claims data.

#### Website Expertise

FHC is pleased to bring Adam Green to this project as FHC's Chief Technology Officer. Mr. Green has been technical lead and chief architect of dozens of websites and blogs in technical areas such as stock market analysis, political trends, "big data," and social media automation. One of his specialties is condensing complex databases into visually arresting and interactive visualizations. Examples of Mr. Green's work in website design and database programming include:

- **Internet Traffic Report** – Visualization of Internet data transmission speeds from dozens of servers around the world using intuitive traffic light colors and a clickable global map and data grid.
- **2012 Twit** – Dynamically updated dashboard aggregating all Twitter social media mentions of political contenders during the 2012 presidential campaign.
- Other website development and operations experience includes **UniteBlue.org**, a non-profit organization that created a website to leverage Twitter to enlist and coordinate political activists in support of the White House's legislative agenda.



In summary, the FHC Team brings a broad array of experience and expertise to the project, creating a well-balanced approach to effective communications with employers, consumers, health care and insurance community members.

<sup>4</sup> [https://www.nh.gov/insurance/reports/documents/2015\\_annual\\_report\\_cost\\_drivers.pdf](https://www.nh.gov/insurance/reports/documents/2015_annual_report_cost_drivers.pdf)

<sup>5</sup> <https://www.nh.gov/insurance/media/events/documents/nhid-preliminary-report-2015-medical-cost-drivers.pdf>



Table 1: FHC Community Outreach to Employers and Consumers about Health Care Cost and Quality

	Getting to Affordability	Partnerships for Healthier Babies	LiveWellSTL org	APCD Experts	Employer Health Coalition	VBID
Employers/consumer communications	X	X	X		X	X
NH health insurance insight				X		
Employer Perspective	X			X	X	X
Promotion, marketing, networking and outreach		X	X		X	
Industry connections				X		
Events planning	X	X	X	X	X	X
APCD Expertise	X			X		
Increasing web traffic			X			

#### EXPERT CONSULTING TEAM

The following consultants will bring expertise and extensive knowledge to this effort and are uniquely qualified to help the NHID throughout design and rollout of the marketing plan. Resumes for these team members are included as Attachment A.

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

Dr. Freedman will serve as Project Director on the proposed project for the NHID. With deep experience in the design and assessment of provider networks – and insight into insurers' benefits structure design -- Dr. Freedman will lead the FHC team in developing analytic models and tools for evaluating access and potential causes for deviation from recommended standards.

**Mary Jo Condon, MPPA, Senior Consultant**, will serve as Project Lead and content matter expert. In her dual roles as a Senior Director for the Midwest Health Initiative, a regional health

improvement collaborative based in St. Louis, and the St. Louis Area Business Health Coalition, Ms. Condon led several projects, including the Partnerships for Healthier Babies, a collaborative effort to reduce early elective deliveries, and the development of LiveWellSTL.org, an online tool that uses to keywords and filters to connect community members to thousands of local healthy activities and events that meet their schedule, budget and location needs. At the Business Health Coalition, Ms. Condon supported employers in their efforts to better understand health care value and communicate it through employee communications, benefit design and provider reimbursement. Ms. Condon holds a Bachelor of Journalism from the University of Missouri-Columbia and a Master's in Public Policy Administration from the University of Missouri- St. Louis.

**Emma Rourke, BA**, Project Assistant, will serve as researcher and provide coordination of events and related materials. Ms. Rourke previously provided editorial and communications services at a leading nonprofit health plan serving dually eligible adults and seniors and at an industry-leading internet travel services company. Ms. Rourke, a New Hampshire native, provided communications services for a recent New Hampshire statewide political campaign. She coordinated participation in events around the state, including strategic meetings with key small business leaders, large constituent gatherings at sporting events, and booths at 4<sup>th</sup> of July celebrations and State Fairs. Through her campaign work, Ms. Rourke also led the creation of effective communications tools, such as talking points, hashtags, and informational graphics that were utilized by many Granite Staters.

**Adam Green, Chief Technology Officer, MA**, will provide subject matter expertise for developing NHCHIOS website analytics and improved search engine results. Mr. Green has been building and managing commercial websites for over 20 years. From 1996 to 2000, he was the CTO of Andover.Net, where he designed and oversaw the development of a network of websites aimed at programmers. This network grew to over a dozen sites. From 2006 to 2009, he was the CEO and founder of Grazr Corp, where he managed the development of web page widgets that were used to display data from RSS feeds on over a million websites. From 2010 to 2015 he was the CTO of UniteBlue.org, a non-profit organization that created a website for use with Twitter to enlist and coordinate political activists in support of the White House's legislative agenda.

The following table summarizes the time estimates for each person. Specific task breakdowns can be found in Attachment C: Cost Proposal.

Team Member	Project Role	Project Hours	Summary of Responsibilities
John Freedman	Project Director	9	<ul style="list-style-type: none"> <li>Overall project responsibility</li> <li>Insurance market and employer perspective</li> <li>Strategic messaging</li> </ul>
Mary Jo Condon	Project Lead	170	<ul style="list-style-type: none"> <li>Responsible for all deliverables and managing project schedule</li> <li>Develop and execute Communication and Marketing Plan</li> <li>Develop content (newsletters, press kits, event "take homes", employer kits)</li> <li>Attend events</li> </ul>
Emma Rourke	Coordinator	129	<ul style="list-style-type: none"> <li>Coordinate attendance at events – book tables, ensure sufficient materials, etc.</li> <li>Coordinate materials production</li> <li>Attend events</li> </ul>
Adam Green	Web Analytics	97	<ul style="list-style-type: none"> <li>Oversee search engine subject matter expert</li> <li>Work with HealthCost website vendor to implement revised tags/SEO strategic plan</li> <li>Review monthly reporting</li> <li>Train NHID staff</li> </ul>

#### PLAN OF WORK

As detailed in **Attachment B**, FHC offers the following description of tasks, dates, deliverables and task dependencies for this project. FHC will work collaboratively with the designated NHID project team to review draft deliverables and incorporate feedback into final products. To accomplish these tasks on a timely and efficient schedule, FHC understands how to provide subject matter expertise and maintain responsiveness to clients' needs and direction.

#### General Approach to the Project

FHC will develop a suite of communications and marketing materials that appeal to employers, consumers, brokers/consultants and other key stakeholders with smart yet easy-to-understand messaging that promotes the new features of the NHID website. A secondary goal of this strategy will be to demonstrate value to self-insured employers and in turn, increase voluntary submissions to the APCD.

FHC recognizes the unique New Hampshire socio-demographic and physical geography of the state. Rural farms, resort areas, university towns, small cities and suburban communities are likely to demonstrate different attitudes about health care quality and cost. FHC will develop a versatile messaging campaign that resonates with diverse audiences. By developing specific content for employers and consumers, the messaging will address differences in background knowledge and information needs while maintaining continuity in look and style. Examples of

similar communications and marketing campaigns that could serve as inspiration for NHID are provided in Attachment E.

To ensure consistency in content and tone, a set of key position statements will serve as the campaign's backbone. Specific messages tailored to the audience and delivery vehicle will flow from the position statements. An example might include:

**Position Statement:** "Healthcare costs too much. It puts a heavy burden on our state, its businesses and its families. Everyone has a role to play in making healthcare more affordable."

**A Supporting Consumer Message:** A healthcare service might be two or three times more expensive depending on where you go. Higher costs don't equal better results.

**Possible Delivery Vehicle:** Via social media share a whiteboard video showing examples of cost variation and how consumers can find comparative information on the site.

**A Supporting Self-Insured Employer Message:** Transparency brings costs down but it relies on good data. We need your help to maintain a robust data set, improve affordability and continue our state's tradition as a national leader in transparency.

**Possible Delivery Vehicle:** PowerPoint presentation at the Granite State Human Resources Conference sharing the updates to the site and reiterating why the site was developed and its power in controlling costs. Distribute a brochure with step-by-step instructions for employers interested in contributing data.

With the support of employers and other community partners, FHC will deploy messages via traditional and social media and advertising as well as through partner events and communications to achieve meaningful increases in site traffic, more self-insured data flowing into the APCD, and a better understanding how to shop for high-value health insurance products and services. Through compelling content and strategic delivery, FHC also will address the challenges of bringing new visitors to the site as well as encouraging more frequent repeat visits.

FHC suggests creating an initial plan that can roll out in time for the Fall 2017 Open Enrollment period, a time when consumers and employers are often thinking about health care costs and quality. Once this is completed, FHC will provide more detailed communications and marketing plans for the following 11-12 months. Throughout, FHC will work collaboratively with NHID to ensure agreement on messages, materials and approach.

#### **Kick-off Meeting and Core Messaging Development**

FHC will review the NH HealthCost website and initial drafts of the employer-facing content that has been developed. FHC will meet with NHID as soon as possible to confirm timelines, approach and deliverables. If NHID agrees that initial communication and marketing efforts should be available for Fall 2017 Open Enrollment, then this kickoff meeting will also cover the

proposed Position Statements and Core Messages. These will capture the themes and key ideas that should be emphasized through all communications and marketing.

To ensure alignment with employer inputs, FHC recommends reconvening the Employer Advisory Group either in person or via video conference to test draft messaging ideas, gain their insights on marketing content and delivery strategies and better understand how the department can support their efforts to educate employees. FHC will develop a summary of this meeting for NHID.

**Deliverables:**

- Meeting materials for kickoff with NHID
- Project plan
- Meeting materials for Employer Advisory Group and recap (if approved by NHID)
- Core Messaging Summary: Draft and Final versions

**Develop Fall 2017 Open Enrollment Materials**

To maximize interest in new materials scheduled for posting on HealthCost in September 2017, FHC proposes creating an informational “package” to be distributed to employers and insurance benefit consultants. The goal of such materials is to raise awareness of the types of information on HealthCost and encourage employers and consumers to utilize the information when making health care service decisions. With both speed and efficiency in mind, FHC envisions that the “package” will contain electronic media resources that employers can easily redistribute to employees. FHC will draft these materials for NHID’s review and approval and provide both first and final drafts, with the goal of dissemination to employers in late October (assuming an early September project start date). FHC will use graphic design elements already developed for NH Health Cost to ensure consistency with NHID’s previous branding efforts.

Examples of materials used for similar campaigns include:

- Employee newsletter articles
- In-house educational materials such as informational graphics for hard or e-copy distribution
- Recommended text snippets for in-house news feeds or updates
- A “button” that employers could embed on their intranet sites that links employees directly to the site
- Short awareness videos, if time permits

This package will include materials to educate self-insured employers about the value and availability of information in HealthCost and explain the benefits of contributing their data.

**Deliverables:**

- Draft and final materials
- Email list for NH Employers

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### **Develop Communications Plan**

FHC will quickly develop a 12-month publicity-plan with cross-platform editorial calendar to drive content promotion year-round and ensure ability to influence employees during the critical fall open enrollment period. The plan will include outreach to business press and mainstream media, the development of Facebook, LinkedIn and Twitter accounts and a minimum of monthly promoted social media posts.

FHC's plan will include development and delivery of at least three short (2 minute) videos suitable for viewing on mobile devices. The videos will be created using a whiteboard format available through VideoScribe or a similar low-cost online service. The videos will explain elements of the site content for sharing on social media, employer benefit intranet sites and at presentations and events. Topics could include "how to use the HealthCost website," "why healthcare cost and quality matter," and "how your employees can use this information."

The editorial calendar will reference fresh content briefs highlighting existing data and resources and pegged to news events when feasible. These briefs, such as data highlights, short blog posts and informational graphics, will be routinely developed by FHC and deployed across platforms to drive press mentions, social media interest, and improved search engine results.

The communications plan also will include outreach to engage business trade associations, chambers of commerce, and other community organizations as well as employers and brokers as messaging conduits.

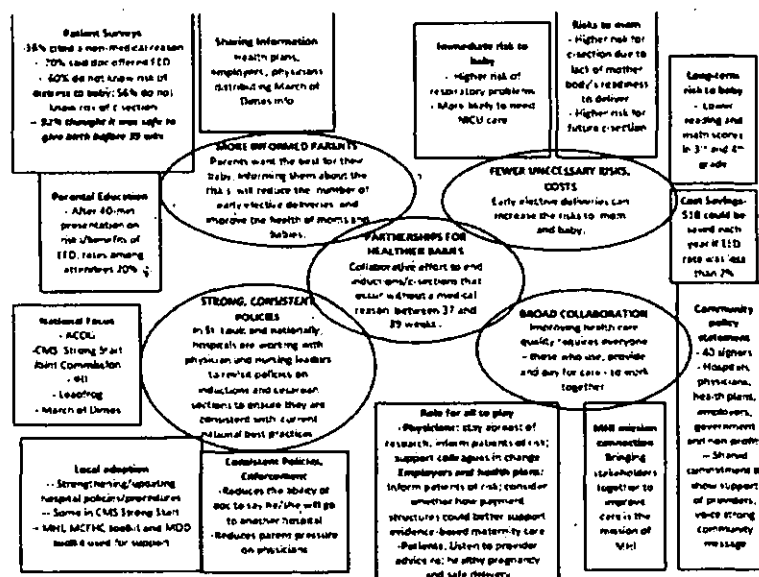
**Assistance to NHID Staff:** As part of the communications plan, FHC will provide materials for use in presentations by Department staff. The materials will include an annotated slide deck, including a script for an individual to read, if desired. FHC recommends adding a "Message Map" to the package to help build a unified message and approach to the topic. It will articulate the key position statements and core messages. A sample message map is shown in Figure 1. FHC will prepare these materials concurrently with the Fall 2017 Open Enrollment package.

During the term of the contract, FHC will update the communication plan to reflect updates to the HealthCost website.

#### Deliverables:

- Initial communication plan
- Materials for use by NHID staff in making presentations
- Development of a minimum of 12 content briefs to drive press mentions, social media interest, and improved search engine results
- Quarterly consultation with NHID to review materials and make any updates to reflect new HealthCost content

Figure 1: Message Map Example



#### Develop Marketing Plan

FHC will lead a discussion with NHID about the goals of the marketing plan and increasing the traffic on HealthCost. The plan should consider a variety of strategies designed to increase both first time visitors as well as repeat visitors.

Based on the NHIC's approved communications plan, FHC will create a marketing plan that focuses on cost-effective strategies. Examples could include:

- Social media advertisements with direct click-through to the site to maximize traffic
- Radio and television media opportunities in both "traditional public service announcements" as well as featured in editorial content
- Public service billboard ads
- Local newspaper news or feature articles
- Email list acquisition and process to collect email addresses
- Direct mail campaigns
- Partnerships with NH business' affiliation organizations and other community organizations

To this list, FHC suggests identifying "influencers," or organizations and individuals who are widely followed on social media who can help raise awareness and communicate the importance of the issue. In addition, this offers the "click through" opportunity that reduces barriers for viewers.

The marketing plan will also consider how to modify the approach over the course of the contract term in consideration of seasonality, geography and events. FHC will consult with NHID on a quarterly basis to review performance, update for new content and propose changes.

**Deliverables:**

- Initial marketing plan for NHID review and approval
- Quarterly consultation with NHID to review materials and make any updates to reflect new HealthCost content

**Attend Events**

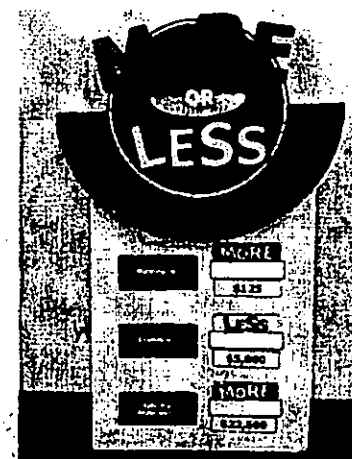
New Hampshire's diverse state culture is reflected in a variety of events throughout the calendar year. Events represent opportunities to promote awareness of the HealthCost website throughout the calendar year.

**Events targeting NH Business Community:** FHC has identified a range of potential events that offer access to a broad cross section of New Hampshire residents and employers. To reach employers, FHC suggests attending business-sponsored events such as the Granite State Human Resources Conference in May 2018, the "Made in New England" Expo in March 2018 and review events sponsored by BusinessNH Magazine throughout the year. FHC will also outreach to affiliation associations to identify events where company health benefits administrators and decision makers might convene. The Granite State Human Resources Conference is an ideal venue for education and outreach. Other options include events sponsored by affiliation organizations such as the NH Small Business Development Center, Center for Women's Business Advancement, and the NH Grocers Association. FHC's proposal includes the estimated costs of attending three business events.

Figure 2: Sample of a Table Display Item

**Events targeting NH health care consumers:** To increase general consumer awareness, FHC's proposal includes full-time table staffing and materials for up to three of the following events, or others as recommended by NHID:

- NH Pumpkin Festival: October 2017
- Made in New England: March 2018
- Laconia Motorcycle Week: June 2018
- Rock'n Rib Fest: June 2018
- NH Motor Speedway: various dates
- Hillsborough County Agricultural Fair: September 2018
- Deerfield Fair: September 2018



At these events, FHC will provide table materials and a "Price is Right" game display showing differences in costs of providers and/plans utilizing data from the site (see sample from St.



Louis area fairs in Figure 2). To increase participation, FHC recommends offering a small raffle price such as a \$25 grocery gift card. By offering contact information, participants could be added to an email list that could provide periodic visibility for HealthCost and general cost and quality variation. Table visitors will be encouraged to connect with HealthCost via social media.

**Materials and Support for NHID Staff Attending Meetings:** To support NHID staff when invited to attend smaller meetings, FHC will develop two presentation toolkits, one for employer, broker/consultant, plan, policymaker audiences and one for employee and consumer audiences. FHC will prepare a presentation calendar including listings of potential audiences and venues with dates and contact information, adaptable PowerPoint presentations, a message map with key talking points and oversized postcards with key points as print collateral. At NHID's request, FHC staff can assist NHID staff in preparing for such presentations through practice sessions.

**Deliverables:**

- On-site support for three consumer-focused and three employer-focused events, including table fees, transporting materials, providing table displays and greeters stationed at the table.
- Presentation materials for use by NHID staff, to be reviewed and updated, if necessary

**Improve Web presence and analytics**

The goal of FHC's efforts is to maximize the number of visitors to the NH HealthCost website and assist with an online marketing program based on Google Analytics, Google Tags, and other tools that will reveal the effectiveness of NHID's various marketing efforts.

**Overview**

FHC's Chief Technology Officer, Adam Green, has developed similar strategies for other organizations. FHC notes that using Search Engine Optimization to grow website traffic from the right visitors is a long-term, iterative process. Google wants to see the effects of a regular program of content publishing, and a gradual increase in inbound links from other authoritative sites. FHC will implement steps one through three to create a clear SEO action plan during the first two months of the contract, and then will help NHID repeat step four to make progress on this program each month. FHC will use SEMRush SEO tools to develop and monitor website traffic.

**Step 1. SEO Analysis**

FHC will analyze NHID's website, and other websites for New Hampshire health care, identify additional keywords and forms of content that could be adopted by the NH HealthCost website, and create SEO reports that can be run regularly to produce metrics on the growth of NHID's traffic.

**Step 2. Develop action plan**

FHC will use the results of the SEO analysis to produce detailed recommendations on structural and formatting changes to the NHID website, text changes to implement a keyword plan,

applying tags to support analytics, creating new content and building inbound links from authoritative sites.

#### *Step 3. Training*

FHC will develop and present training on SEO Strategy, SEO techniques for writing copy and building inbound links, Google Analytics, Google Tag Manager, SEMrush SEO tool, and running monthly reports using these tools. Course notes with screen shots will be delivered before training. Training will be recorded, with audio files and transcripts produced.

#### *Step 4. Monthly tasks*

On a monthly basis, FHC will work with the HealthCost website vendor to identify suggested changes to site, create new content, and build inbound links. FHC will run analysis, report on progress and recommend adjustments. On a quarterly basis, FHC will convene a conference call with NHID to review the analysis and report on their SEO rankings. If necessary, FHC will recommend improvements and consult with the HealthCost website vendor.

#### ***Deliverables:***

- Recommendations for improving search engine results
- Monthly analytics
- Quarterly review of analytics and action items with NHID

#### **SUMMARY**

FHC welcomes an opportunity to assist NHID with increasing visibility of NH HealthCost. FHC's understanding of employer interests regarding health care cost and quality, combined with a unique record of health care data design, development and distribution, offers NHID a suite of services that will be tailored to meet the project's requirements. FHC looks forward to working closely with the NHID Team on this project.

#### **CONFLICT OF INTEREST**

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

#### **ACCEPTANCE OF TERMS**

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

#### **AVAILABILITY OF CONTRACTOR RESOURCES**

Freedman HealthCare anticipates that all Team Members in this proposal will be available during the term of the contract.

#### **REFERENCES**

Connecticut VBID/Freedman HealthCare

Mark Schaefer, Director  
Connecticut State Innovation Model (SIM) Program Management Office  
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**References for Mary Jo Condon:**

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## **Attachment A: Resumes**

# John Freedman, MD, MBA



## Professional Experience

**Freedman HealthCare, LLC**  
*President & CEO*  
*Newton, MA*

2005 to Date

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

**Network Health, Inc.**  
*Member, Board of Directors*

2008-2011  
Medford, MA

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

**Massachusetts Health Quality Partners**  
*Member, Board of Directors*

2005  
Watertown, MA

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

**Tufts University School of Medicine**  
*Adjunct Assistant Professor of Medicine*

2002 to Date  
Boston, MA

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

1999-2011  
Boston, MA

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

**Tufts Health Plan**  
*Assistant Vice President/Medical Director for Medical and Quality Management*

1999-2005  
Watertown, MA

Led clinical measurement programs including Pay-for-Performance contracting, physician profiling, public provider report cards, HEDIS, tiered-network products, predictive modeling, disease management, pharmacy, and medical management.

- Recipient of 2004 Innovator's Award from America's Health Insurance Plans for Navigator<sup>®</sup>, the first quality- and cost-based tiered network product

**CarisDiagnostics (now Miraca Life Sciences)**  
*Co-Founder*

1997-2001  
Newton, MA

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

**Boston University School of Medicine**  
*Clinical Assistant Professor of Medicine*

1994-2005  
Boston, MA

**East Boston Neighborhood Health Center**  
*Medical Director for Specialty Services/ Clinician*

1994-1999  
East Boston and Winthrop, MA

Managed 40 specialty physicians at three sites.

- Developed clinical services including endoscopy suite and optical laboratory
- Managed relationships with three affiliated Boston academic medical centers

**Kaiser Permanente and Colorado Permanente Medical Group**  
*General internist/Assistant Medical Director for Quality Improvement*

**1993-1994**  
**Denver, CO**

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

**University of Louisville**  
*Clinical Assistant Professor of Medicine*

**1991-1993**  
**Louisville, KY**

## Community Experience

**Fishing Partnership Support Services**  
*Member, Board of Directors*

**2013 to Date**  
**Burlington, MA**

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

**City of Newton**  
*Two-Term Elected Alderman (City Councilor)*

**2008-2011**  
**Newton, MA**

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

**Temple Beth Avodah**  
*Trustee/Executive Committee*

**2006-2011**  
**Newton, MA**

**New Art Center**  
*Executive Committee*

**2001-2009**  
**Newton, MA**

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

## Education

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

**1993**

**Boston University Medical Center**  
Internship and Residency in Internal Medicine

**1988-1991**

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

**1984-1988**

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

**1984**

## Certification and Licensure

**American College of Physicians, Fellow**

**2016**

## Medical License

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

## Publications

- Why Are Hospital Prices Different? An Examination of New York Hospital Reimbursement, December, 2016. New York State Health Foundation. Data analyses, quality analyses and project management support provided by Freedman HealthCare, LLC. <http://nyshhealthfoundation.org/uploads/resources/an-examination-of-new-york-hospital-reimbursement-dec-2016.pdf>
- Freedman JD, Green L & Landon BE (2016) All-Payer Claims Databases—Uses and Expanded Prospects after Gobeille. *N Engl J Med* 375:2215-2217, 2016. <http://www.ncbi.nlm.nih.gov/doi/pdf/10.1056/NEJMp1613276>
- Examination of Health Care Cost Trends and Cost Drivers Pursuant to G.L. c 12C, § 17: Report for Annual Public Hearing Under G.L. c. 6D, § 8. October, 2016. Analytic support provided by Freedman HealthCare, LLC. <http://www.mass.gov/ago/docs/healthcare/cc-pharma-100716.pdf>
- Massachusetts Health Policy Commission Review of Beth Israel deaconess Care Organization's Proposed Contracting Affiliation with New England Baptist Hospital and New England Baptist Clinical Integration Organization (HPC-CMIR-2015-1) and Beth Israel Deaconess Care Organization's Proposed Contracting Affiliation and Beth Israel Deaconess Medical Center's and Harvard Medical Faculty Physician's Proposed Clinical Affiliation with MetroWest Medical Center (HPC-CMIR-2015-2 and HPC-CMIR-2016-1), Final Report, September, 2016. Analytic support provided by Freedman HealthCare, LLC. <http://www.mass.gov/anf/docs/hpc/material-changy-notices/hidco-neth-metrowest-bidmc-final-cmir.pdf>
- Re-examining the Health Care Cost Drivers and Trends in the Commonwealth: A Review of State Reports, Massachusetts Association of Health Plans, February, 2016. Report prepared by Freedman HealthCare, LLC. <http://www.mahp.com/assets/pdfs/MAHP-freedman-report.pdf>
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- 2015 Cost Trends Report: Provider Price Variation, Commonwealth of Massachusetts Health Policy Commission, January 2015. Analytic support provided by Freedman HealthCare, LLC. <http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/health-policy-commission/publications/2015-ctr-ppv.pdf>
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- Examination of Health Care Cost Trends and Cost Drivers, Massachusetts Attorney General's Office, April 24, 2013. Analytic support provided by Freedman HealthCare, LLC. <http://www.mass.gov/ago/docs/healthcare/2013-hccld.pdf>
- Year 1 Final Report, Massachusetts Statewide Quality Advisory Committee, November 2012. Measurement expertise and recommendations provided by Freedman HealthCare, LLC. <http://www.mass.gov/chia/docs/g/sqac/sqac-final-report-11-9-12.pdf>
- Assessment of the Texas Tobacco Cessation Landscape: Recommendations for Public-Private Partnership Development, Tobacco Research & Evaluation Team. The University of Texas at Austin and Department of State Health Services. Tobacco Prevention and Control, September 24, 2012, prepared by Freedman HealthCare, LLC.
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- Freedman JD, Beer DJ. Expanding perspectives on the toxic shock syndrome. *Adv Intern Med* 36:363-97, 1991.

## Selected Invited Meetings and Presentations

- Implications of Expanding State All Payer Claims Databases, Health Information and Management Systems Society (HIMSS) Annual Conference, Las Vegas, NV, March 1, 2016.
- Re-examining the Health Care Cost Drivers and Trend in the Commonwealth: A Review of State Reports (2008-2015). Massachusetts Association of Health Plans (MAHP) Forum, Boston, MA, February 9, 2016.
- Health Care Claims and Claims Databases. Data Analysis for Professionals (HPM242), Harvard School of Public Health, Boston, MA, February 22, 2016.
- Project Facilitator, Field Project in Quality Improvement (HCM758), Harvard School of Public Health, Boston, MA, September 21, 2015.
- Political Economy of the US Healthcare System, Occupational Health Policy and Administration (EH231), Harvard School of Public Health, Boston, MA, March 2, 2015.
- A National Perspective of the All-Payer Claims Database Landscape. The Network for Excellence in Health Innovation (NEHI), Boston, MA, November 4, 2014.



- CMS SIM and Exchange Investments to Build States' Data Infrastructure. National Association of Health Data Organizations (NAHDO) Annual Conference, San Diego, CA, October 8, 2014.
- Physician Perspective on the Role of Multipayer Databases, Medical Informatics World Conference, Boston, MA, April 28, 2014.
- Trends in Transparency and Quality in Health Care Reform: Current Topics in American Health Care Policy, Tufts University Medical School, Boston, MA, April 10, 2014.
- Political Economy of the US Healthcare System, Occupational Health Policy and Administration (EH231), Harvard School of Public Health, Boston, MA, March 31, 2014.
- What Happens in Colorado: Take Aways for Strong Reporting Programs, National Association of Health Data Organizations Health Data Summit, Denver, CO, December 12, 2013.
- Frontiers in Physician Measurement: Exploring Patient Narratives and Patient-Reported Outcomes for Public Reporting, AHRQ CVE Learning Network Webinar, December 18, 2013.
- Frontiers in Physician Measurement: Reporting on Individual Physicians. AHRQ CVE Learning Network Webinar, November 25, 2013.
- Project Facilitator, Field Project in Quality Improvement (HCM758), Harvard School of Public Health, Boston, MA, September 23 & November 18, 2013.
- Health Reform and Medical Practice in Maine, Maine Medical Association, Freeport, ME, June 10, 2013.
- Health Care Reform and Trends, MA Academy of Dermatology, Waltham, MA May 1, 2013.
- CVE Collaboration with State Medical Societies: Need to do it, but how? AHRQ CVE Learning Network Webinars, March 11, 2013 & April 8, 2013.
- Political Economy of the US Healthcare System, Occupational Health Policy and Administration (EH231), Harvard School of Public Health, Boston, MA, April 8, 2013.
- Health Data and Health IT, Center for the Improvement of Value in Health Care, Denver, CO, April 2, 2013.
- Quality and Performance Measurement in Health Care, in American Health Care System, Northeastern University, Boston, MA, March 19, 2013.
- Project Facilitator, Quality Improvement and Quantitative Methods in Quality (HCM756), Harvard School of Public Health, Boston, MA, September 24, 2012 & January 7, 2013.
- All Payer Claims Datasets and Big Data. Collaborative Health Consortium, webinar, December 7, 2012.
- Creating Actionable Data from All Payer Claims Databases, NAHDO 27<sup>th</sup> Annual Conference, New Orleans, LA, October 23, 2012.
- APCDs - How Big Data in Health Care will Empower Patients and Transform Health Care, Strata Rx 2012 Conference, San Francisco, CA, October 16, 2012.
- Follow the Money: Healthcare Expenditures, Financing and Actions to Control Cost, Health Systems I, Suffolk University, Boston, MA, October 1, 2012.
- Political Economy of the US Healthcare System, Occupational Health Policy and Administration (EH231), Harvard School of Public Health, Boston, MA, April 2, 2012.
- Quality Measurement, Massachusetts Statewide Quality Advisory Committee, Boston, MA, February 16, 2012.
- Understanding Massachusetts Healthcare Costs; the Attorney General's Reports, Hallmark Health, The Ninth Charles F. Johnson Lecture, Lawrence Memorial Hospital of Medford, November 29, 2011.
- Follow the Money: Healthcare Expenditures, Financing and Actions to Control Cost, Health Systems I, Suffolk University, Boston, MA, October 3, 2011.
- Project Facilitator, Quality Improvement and Quantitative Methods in Quality (HCM756), Harvard School of Public Health, Boston, MA, September 19, 2011 & January 9, 2012.
- Political Economy of the US Healthcare System. 2011 Tufts Healthcare Institute's Practicing Medicine in a Changing Health Care Environment, August 15, 2011.
- Lessons from the Gamer Community for Physicians, O'Reilly FOO Healthcare Conference sponsored by the Robert Wood Johnson Foundation, Cambridge, MA, July 15-17, 2011.
- How to Improve the Effectiveness of US Health Care Spending, O'Reilly FOO Healthcare Conference, sponsored by the Robert Wood Johnson Foundation, Cambridge, MA, July 15-17, 2011.
- Best Practices in Hospital Clinical Data Benchmarking Programs, Colorado Hospital Association, Denver, CO, July 26, 2011.

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

# Mary Jo Condon



## Professional Experience

**Freedman HealthCare, LLC**  
*Senior Consultant*  
Newton, MA

August 2017-Present

### Job Summary:

- Use knowledge and experience as a skilled communicator, data interpreter and project manager to support clients in mobilizing data to achieve the Triple Aim

**St. Louis Area Business Health Coalition/ Midwest Health Initiative**  
*Senior Director, Partnerships and Projects*

October 2011-July 2017  
St. Louis, MO

### Job Summary:

- Facilitated multi-stakeholder workgroups where open dialogue and data sharing determine shared health and quality improvement priorities. Develops these priorities into projects and leads them, often from funding procurement to dissemination.
- Led MHI data operations, supporting internal and external data professionals in the development of a 1.8 million life commercial claims data asset and in utilizing it to better understand comparative results on nationally-standardized measures and utilization and cost metrics at the national, regional and organizational levels.
- Oversaw BHC publications on health care quality and safety including the St. Louis Health Care Industry Overview, the BHC InnOVATIONS series, and direct-to-consumer publications.
- Supported the Executive Director in organizational strategy, community outreach and Board development for the St. Louis Area Business Health Coalition and the Midwest Health Initiative, a multi-stakeholder, regional quality improvement organization founded by the BHC and its health plan partners.

**St. Louis Area Business Health Coalition**  
*Director of Public Affairs*

October 2008- October 2011  
St. Louis, MO

### Job Summary:

- Developed messaging campaigns to build two organizational brands and disseminate a variety of projects aimed at supporting employers in improving health, care quality and affordability.
- Created meaningful, nuanced content to audiences ranging from general public to clinicians, business executives and policymakers. Content development experience spans across media including traditional, social and trade and for reports, presentations and correspondence.
- Communicated understanding of the health care purchaser perspective and the capacity to frame conversations with this background while facilitating collaborative, multi-stakeholder dialogues.
- Lobbied state government and participated in government-led workgroups.

**St. Louis Post-Dispatch**  
*Health Care Reporter*

January 2004- October 2008  
St. Louis, MO

### Job Summary:

- Developed and wrote weekly health care column, "Money and Medicine" discussing the intersection of health care quality and finance, which won national award for best in the nation by the Society of Business Editors and Writers.
- Covered the health care industry as a beat writer, writing daily news stories and longer features on topics related to health care in St. Louis and nationally.

## **Education**

<b>University of Missouri- Columbia</b> Bachelor of Journalism	<b>2002</b>
<b>University of Missouri- St. Louis</b> Master of Public Policy Administration	<b>2012</b>

## **Relevant Professional and Community Engagement**

<b>Board Member, Maternal Child and Family Health Coalition</b>	<b>2010- Present</b>
<b>Board Member, St. Louis Board of Health</b>	<b>2013- 2017</b>
<b>Appointee, Consumer Advisory Council, Missouri Health Connection</b>	<b>2010- 2017</b>
<b>Member, Pi Alpha Alpha Honor Society</b>	<b>2012- Present</b>
<b>Member, Public Affairs Network, St. Louis Regional Chamber and Growth Association</b>	<b>2008- 2011</b>
<b>Secretary, St. Louis Chapter, Society of Professional Journalists</b>	<b>2007- 2008</b>
<b>Fellow, Association of Health Care Journalists</b>	<b>2008</b>
<b>Visiting Scholar, University of Missouri – Columbia</b>	<b>2008</b>

Emma Rourke



## Professional Experience

**Freedman HealthCare, LLC**  
*Administrative/ Social Media Assistant*

**March 2017-Present**  
Newton, MA

### Job Summary:

- Providing administrative and office support to the Freedman HealthCare team
- Planning and coordinating company-wide events and travel
- Managing the social media platforms, including the FHC Twitter page, Facebook page, and website
- Assisting with research, document creation, project management, and organization for staff projects and proposals

**Commonwealth Care Alliance**  
*Center of Excellence Coordinator, Clinical Value*

**October 2016-February 2017**  
Boston, MA

### Job Summary:

- Inventorying a high volume of Clinical, Informational, and Operational documents from throughout CCA and converting eligible documents to standardized templates
- Updating visuals, adding content, and preparing the COE site for company-wide launch under strict deadlines
- Managing the official COE email address and performing Administrative duties
- Working closely with Business Units to ensure documents are accurate and meet the needs of CCA Staff
- Creating SOPs and regulatory documents to standardize COE business practices

**Jeanne Shaheen for Senate 2014**  
*Communications Intern*

**May 2014- November 2014**  
Concord/Manchester, NH

### Job Summary:

- Networking statewide with NH voters and supporters, creating lasting and meaningful connections.
- Planning and staffing events for constituent outreach throughout the state
- Regularly writing persuasive pieces for newspapers across the state
- Anticipating tasks from Communications Staff, and completing assignments efficiently

**Elizabeth Warren for Senate**  
*Pioneer Valley Education Intern*

**September 2012- November 2012**  
South Hadley, MA

### Job Summary:

- Voter outreach, voter registration, and leading discussions about voting rights with other students
- Organizing and executing on-campus GOTV and events and visibility
- Teaching VAN/VoteBuilder to other interns and keeping detailed records of voter data

**Obama for America**  
*Summer Intern/ Organizing Fellow*

**June 2011-August 2012**  
**Concord/ Nashua, NH**

**Job Summary:**

- Leading local outreach meetings and working with local businesses and politicians
- Taking charge of social media strategies for the Greater Nashua area
- Coordinating and staffing booths at significant NH events statewide
- Meeting weekly number quotas for community outreach and involvement

**Education**

**Mount Holyoke College**  
Bachelor's Degree in Politics

**2015**

Adam Green



## Professional Experience

**Freedman HealthCare LLC**  
*Chief Technical Officer*

March 2017-Present  
Newton, MA

### Job Summary:

- Migrated FHC's analytical infrastructure to the cloud.
- Has taken lead in developing FHC's new website and online marketing strategies.
- Reports directly to President and Vice President- Programs.

**Alpha Software**  
*CIO*

June 2014-May 2016  
Burlington, MA

### Job Summary:

- Assisted sales department in increasing sales by 35% in first year of using new database and reports.
- Integrated legacy silos of lead, sales, and customer data into unified database.
- Reported Directly to CEO, VP of Marketing, and VP of Sales.
- Directed existing staff within IT, marketing, sales, and accounting departments in database cleanup.
- Presented database strategy to new investors, resulting in \$2 million fundraising round.

**140 Dev LLC**  
*CEO, Founder*

July 2010-Present  
Lexington, MA

### Job Summary:

- Worked with clients in stock market analysis, healthcare news, college football news, jewelry ecommerce, university student social networking, healthcare advocacy, and political data mining.
- Assembled virtual team of five US and offshore freelance developers and web designers.
- Wrote and published "Twitter API Engagement Programming," sold on Amazon.com.
- Wrote open source library for Twitter API, now Twitter's recommended client code for PHP and MySQL.

**Grazr Corp**  
*CEO, Founder*

June 2006-June 2012  
Lexington, MA

### Job Summary:

- Produced collection of RSS widgets that were used on over 600K websites.
- Raised \$2M in angel funding.
- Hired CTO and six developers, and performed administrative, financial, legal, and accounting functions.
- Designed distributed database based on several million RSS feeds for rapid updating of widgets.
- Designed and published social media marketing tools based on textual analysis of RSS feed database.
- Implemented first stock market algorithm based on frequency and sentiment of tweets using Twitter API.

**Andover.net**  
*CTO, Editor-in-Chief*

January 1996-December 2000  
Acton, MA

**Job Summary:**

- Implemented dotcom business resulting in 1999 IPO, and acquisition by VA Linux in 2000 for \$940M.
- Published integrated network of developer websites with over 4M unique visitors per month.
- Helped raise \$10M in VC funding for acquisition of Slashdot.org and five other Linux websites.
- Hired 25 web coders and content producers.
- Directed scaling from eight distributed servers to a consolidated installation of over 50 servers.

**Adam Green Seminars, Inc**  
*CEO, Founder*

**January 1990-November 1995**  
**Boston, MA**

**Job Summary:**

- Developed content and ran business with annual training revenue averaging over \$800K.
- Taught database seminars for 10K business and technical professionals in US and Europe.
- Hired sales and support staff of five people

**Education**

**Harvard University**  
Masters in History of Science

**SUNY Stony Brook**  
Bachelors in Organic Chemistry

**Major Publications**

*Twitter API Engagement Programming*, Adam Green Press  
*dRASE Users Guide*, Prentice Hall



## ATTACHMENT B: Work Plan

### Assumptions:

1. Contract Start Date is August 24, 2017.
2. NHID reviews and approves all materials prior to dissemination.

ID	Outline Number	Task Name	Duration	Start	Finish	Predecessors
1	1	Project Initiation	12 days	Aug 24 '17	Sep 11 '17	
2	1.1	Contract start date	0 days	Aug 24 '17	Aug 24 '17	
3	1.2	Obtain employer marketing materials from NHID that will be posted on website	5 days	Aug 24 '17	Aug 30 '17	2
4	1.3	Provide kickoff meeting agenda, draft project plan	5 days	Aug 31 '17	Sep 7 '17	3
5	1.4	Meet with NHID	0 days	Sep 7 '17	Sep 7 '17	4
6	1.5	Final project plan	2 days	Sep 8 '17	Sep 11 '17	5
7	2	Core Messaging	9 days	Aug 24 '17	Sep 6 '17	2
8	2.1	Identify audiences, create themes and messaging strategy	5 days	Aug 24 '17	Aug 30 '17	
9	2.2	Present to NHID	0 days	Aug 30 '17	Aug 30 '17	8
10	2.3	Incorporate NHID feedback	4 days	Aug 31 '17	Sep 6 '17	9
11	3	Deliver Fall 2017 Open Enrollment Employer Materials	27 days	Sep 7 '17	Oct 16 '17	10
12	3.1	Prepare list of materials and obtain NHID approval	1 day	Sep 7 '17	Sep 7 '17	
13	3.2	First drafts of materials; obtain NHID approval	5 days	Sep 8 '17	Sep 14 '17	12
14	3.3	Present final drafts of materials; obtain NHID approval	8 days	Sep 15 '17	Sep 26 '17	13
15	3.4	Develop email list of NH Employers	8 days	Sep 27 '17	Oct 6 '17	14
16	3.5	Send materials to NH Employers	5 days	Oct 10 '17	Oct 16 '17	15,13
17	4	Develop Communications Plan	12 days	Sep 27 '17	Oct 13 '17	14
18	4.1	Publicity plan for new site content	8 days	Sep 27 '17	Oct 6 '17	
19	4.2	Cross-platform editorial calendar	8 days	Sep 27 '17	Oct 6 '17	
20	4.3	Presentation plan for Department staff	7 days	Sep 27 '17	Oct 5 '17	
21	4.4	Timeline for initial release and updates	2 days	Oct 6 '17	Oct 10 '17	20
22	4.5	Present to NHID for review and approval	0 days	Oct 6 '17	Oct 6 '17	18,19,20
23	4.6	Talking points	4 days	Oct 10 '17	Oct 13 '17	22

ID	Outline Number	Task Name	Duration	Start	Finish	Predecessors
24	5	Develop Marketing Plan	18 days	Oct 16 '17	Nov 8 '17	17
25	5.1	Provide a strategy for each audience: Small businesses, HR staff of large employers, benefits brokers/consultants, consumers	5 days	Oct 16 '17	Oct 20 '17	
26	5.2	Determine timeline and options for executing strategy	9 days	Oct 23 '17	Nov 2 '17	
27	5.2.1	Identify options for public service announcements	3 days	Oct 23 '17	Oct 25 '17	25
28	5.2.2	Inventory events, who would be reached, etc.	3 days	Oct 26 '17	Oct 30 '17	27
29	5.2.3	Identify professional organizations	3 days	Oct 31 '17	Nov 2 '17	28
30	5.2.4	Create calendar of events	2 days	Oct 31 '17	Nov 1 '17	28
31	5.3	Review recommendations with NHID	2 days	Nov 3 '17	Nov 6 '17	29
32	5.4	Provide final plan	2 days	Nov 7 '17	Nov 8 '17	31
33	6	Materials production	41 days	Nov 9 '17	Jan 17 '18	24
34	6.1	Printed Materials	41 days	Nov 9 '17	Jan 17 '18	
35	6.1.1	Design/outside contractor	10 days	Nov 9 '17	Nov 22 '17	27
36	6.1.2	NHID approve prototype	6 days	Nov 27 '17	Dec 4 '17	35
37	6.1.3	Final copy and design	5 days	Dec 5 '17	Dec 11 '17	36
38	6.1.4	Send to NH State Graphic Services	20 days	Dec 12 '17	Jan 17 '18	37
39	6.2	Electronic media (videos, etc.)	30 days	Nov 9 '17	Dec 22 '17	7
40	6.2.1	Design	5 days	Nov 9 '17	Nov 15 '17	11
41	6.2.2	NHID approve prototype	5 days	Nov 16 '17	Nov 22 '17	40
42	6.2.3	Produce videos	15 days	Nov 27 '17	Dec 15 '17	41
43	6.2.4	NHID approval	2 days	Dec 18 '17	Dec 19 '17	42
44	6.2.5	Final versions available	3 days	Dec 20 '17	Dec 22 '17	43
45	7	Create Initial Presentation Materials	40 days	Nov 9 '17	Jan 16 '18	
46	7.1	Design table materials and displays	20 days	Nov 9 '17	Dec 8 '17	32
47	7.2	Produce materials	20 days	Dec 11 '17	Jan 16 '18	46
48	8	Quarterly Review and Update Plan; revise materials per NHID direction (three quarterly checkins: Jan, April, July)	129 days	Jan 8 '18	Jul 11 '18	
49	8.1	January 2018	5 days	Jan 8 '18	Jan 12 '18	
50	8.2	April 2018	5 days	Apr 2 '18	Apr 6 '18	

ID	Outline Number	Task Name	Duration	Start	Finish	Predecessors
51	8.3	July 2018	5 days	Jul 5 '18	Jul 11 '18	
52	9	Book, Coordinate, Attend Events (Six events with dates, venues TBD based on NHID Input)	140 days	Jan 18 '18	Aug 6 '18	33,45
53	9.1	Event 1	60 days	Jan 18 '18	Apr 12 '18	
54	9.2	Event 2	20 days	Apr 13 '18	May 10 '18	53
55	9.3	Event 3	30 days	May 11 '18	Jun 22 '18	54
56	9.4	Event 4	30 days	Jun 25 '18	Aug 6 '18	55
57	9.5	Event 5	30 days	May 10 '18	Jun 21 '18	
58	9.6	Event 6	20 days	Apr 12 '18	May 9 '18	
59	10	Improve Google SEO/TAGs	75 days	Sep 12 '17	Jan 5 '18	1
60	10.1	Obtain and review website architecture	15 days	Sep 12 '17	Oct 2 '17	
61	10.2	Review existing keyword strategy and analytics	10 days	Oct 3 '17	Oct 17 '17	60
62	10.3	Provide market analysis of similar sites' keyword usage	10 days	Oct 18 '17	Oct 31 '17	61
63	10.4	Propose alternative keywords and strategy to improve Google SEO/tags	10 days	Nov 1 '17	Nov 14 '17	62
64	10.5	Identify opportunities for external linkages (to increase SEO rankings)	10 days	Nov 15 '17	Nov 30 '17	63
65	10.6	Train NHID Staff in SEO/tags	10 days	Nov 15 '17	Nov 30 '17	63
66	10.7	Assist in implementation of selected strategy	10 days	Dec 1 '17	Dec 14 '17	65
67	10.8	Provide documentation and calendar for reviewing and updating SEO/tags	10 days	Dec 15 '17	Jan 5 '18	66
68	11	Improve web analytics	272 days	Aug 24 '17	Sep 28 '18	
69	11.1	Obtain and review website architecture	15 days	Aug 24 '17	Sep 14 '17	
70	11.2	Review current metrics and analytics	10 days	Nov 15 '17	Nov 30 '17	63
71	11.3	Identify key metrics	10 days	Dec 1 '17	Dec 14 '17	70
72	11.4	Implement improved analytics	10 days	Dec 15 '17	Jan 5 '18	71
73	11.5	Train NHID Staff	10 days	Jan 8 '18	Jan 22 '18	72
74	11.6	Provide documentation and calendar for reviewing analytics	10 days	Jan 23 '18	Feb 5 '18	73
75	11.7	Provide monthly reports on analytics through end of contract	165 days	Feb 6 '18	Sep 28 '18	74
76	11.8	Propose and implement improvements to SEO through end of contract	165 days	Feb 6 '18	Sep 28 '18	74

### Attachment C: Cost Proposal

The amounts reflected below are "not to exceed."

	John Freedman	Mary Jo Condon	Emma Rourke	Adam Green	Total
Kickoff	2	5	5	5	
Core Messaging	2	10	2	2	
Fall 2017 Enrollment Employer Package	1	15	2		
Communications Plan, including updates	2	35	20		
Marketing Plan, including updates	2	30	20		
Materials Production including table materials		40	40		
Events		30	40		
Improve Web presence and analytics		5		90	
<b>Total Hours</b>	<b>9</b>	<b>170</b>	<b>129</b>	<b>97</b>	
<b>Hourly rate</b>	<b>\$275</b>	<b>\$225</b>	<b>\$75</b>	<b>\$200</b>	
<b>Total Personnel</b>	<b>\$2,475</b>	<b>\$38,250</b>	<b>\$9,675</b>	<b>\$19,400</b>	<b>\$69,800</b>
<b>Other Costs</b>					
Subscription: Search engine optimization tools					\$1,200
Subscription: Video maker tools					\$300
Social Media Advertising					\$1,200
Email/Twitter list management services (12 months)					\$970
Graphic Design					\$5,000
Search Engine Optimization Subject Matter Expert					\$4,000
Consumer Events <sup>1</sup>					\$5,470
Business Community Events <sup>2</sup>					\$2,645
Travel, Newton to NH (8 trips, 141 mi RT, \$.565 per mile + tolls)					\$704
<b>Total</b>					<b>\$ 91,289</b>

<sup>1</sup>Consumer Events: For three events, table fee @\$300 each = \$900, Greeters @ 4 days, 15 hours per day, \$18 per hour plus training = \$4370, gameshow supplies = \$250

<sup>2</sup>Business Community Events: For three events, table fee @\$300 each = \$900, Greeters @ 2 days, 20 hours per day, \$18 per hour plus training = \$1620, gameshow supplies = \$125

**Attachment D**  
**Examples of New Hampshire Consumer and Employer/Business Community Contacts and Events**

**Hillsborough County Agricultural Fair**

- September 8<sup>th</sup>-10<sup>th</sup>, 2017
  - Hours: Friday 12pm-9pm, Saturday 9am-9pm, Sunday 9am-6pm
- 15 Hilldale Lane- Route 13 North, New Boston, NH
- Vendor Contact Information:
  - Call Dani at (603) 765-2766
  - Vendor contract states that vendor contract needed to be submitted by June 15<sup>th</sup>, but since we are not selling anything or have any food, I think we might be an exception

**The Deerfield Fair**

- Thursday, September 28<sup>th</sup>-Sunday October 1<sup>st</sup> (I thought this date occurred the weekend before the NAHDO conference, but it seems I read the calendar wrong)
- Open 8am-10pm Thursday-Saturday, 8am-7pm Sunday
- 34 Stage Rd, Deerfield, NH 03037
- Vendor Contact Information
  - Phone: (603) 463-3064
  - Email: [concessions@deerfieldfair.com](mailto:concessions@deerfieldfair.com)
  - Vendor Application

**The Sandwich Fair**

- October 7<sup>th</sup>-9<sup>th</sup>, 2017
  - Open 8am-Close
- 7 Wentworth Hill Rd- Route 109 North Center Sandwich, NH 03227
- Vendor Contact Information
  - Frank Rowell, Vice President
  - (603) 284-6112, [concessions@thesandwichfair.com](mailto:concessions@thesandwichfair.com)
  - Office Hours: Friday-Monday 8am-6

**NH Pumpkin Festival**

- October 13-14, 2017
- Downtown Laconia, NH
- Vendor Contact Information:
  - Vendor Application (link)
  - [kgifford@LakesRegionChamber.org](mailto:kgifford@LakesRegionChamber.org)

**Nashua Winter Holiday Stroll**

- November 25<sup>th</sup>, 2017
  - 5pm-11pm

- Main St (Downtown), Nashua, NH
- Contact Information:
  - (603) 883-5700

#### First Night Portsmouth

- December 31<sup>st</sup>-January 1<sup>st</sup>
  - 5pm-2am
- Downtown Portsmouth, NH
- Vendor Licensing Information
  - (603) 433-4398
  - [info@proportsmouth.org](mailto:info@proportsmouth.org)

#### Laconia Motorcycle Week

- June 9-17, 2018
- Downtown Laconia, NH (Weirs Beach)
- Sponsorship and Advertising Opportunities
  - Website Advertising Spots and Rates
  - Advertising and Sponsorship Contact Site
  - Laconia Rally News Magazine Advertising Info
- Contact Information:
  - [info@laconiamcweek.com](mailto:info@laconiamcweek.com)
  - (603) 366-2000

#### New Hampshire Motor Speedway

- 1122 Route 106 North, Loudon, NH 03307
- Race days span throughout Spring, Summer, and Fall
- Partnership Opportunities
  - Partnership Presentation
  - (603) 513-5733
  - [lmcgahan@nhms.com](mailto:lmcgahan@nhms.com)

#### Rock'n Rib Fest

- June 2018
- Aneheuser-Busch Facility, Merrimack, NH
- Sponsorship Opportunities
  - Form for Various Sponsorship Opportunities

#### The Made in New England Expo

- 12/9-10: 10am-8pm Saturday, 10am- 5pm Sunday
- At the Radisson in Manchester, NH
- Set-up Friday, Dec. 8th from 2:30-7:30
- Web Page advertisements: \$75
- Standard 8'x5' space is \$295

- Exhibitor application available here
- Contact: EventsNH • 55 South Commercial St. • Manchester, NH 03101 Phone: 603.626.6354 • Fax: 603.626.6359 • EventAssistant@MillyardCommunications.com • www.eventsNH.com

#### Human Resources Associations and Events

- HR State Council of NH
  - Affiliate of SHRM
  - Bi-monthly meetings
  - Local chapters in Concord, Keene, Lebanon, Manchester, Nashua, Portsmouth, and Salem
- Northeast Human Resources Association
  - Advertising opportunities: <http://www.nehra.com/page/AdvertisewithNEHRA>
  - One Concord Farms, 490 Virginia Rd Suite #32, Concord, MA 01742
  - Contact Info: [info@nehra.com](mailto:info@nehra.com), (781) 235-2900
- Granite State Human Resources Conference
  - May 15-16, 2018
    - Tuesday 12:30pm-6:30pm, Wednesday 7:30am-5:30pm
  - 700 Elm St, Manchester, NH (Radisson Hotel)
  - Sponsorship Contact Information:
    - Green Tree Event Consultants
      - (207) 781-2982
      - [gregg@greentreeevents.com](mailto:gregg@greentreeevents.com)

#### Top 15 Largest NH Employers

Employer	City	Number of Employees
Dartmouth Hitchcock Medical Center	Lebanon	6,014
University System New Hampshire	Concord	4,743
Trustees of Dartmouth College	Hanover	3,500
Capital Region Palliative Care	Concord	3,000
Dartmouth-Hitchcock Keene	Keene	3,000
Fidelity Investments	Merrimack	3,000
J Jill Distribution Center	Tilton	3,000
Southern New Hampshire Medical Center	Nashua	3,000
Concord Hospital	Concord	2,998

Employer	City	Number of Employees
Elliot Hospital	Manchester	2,959
University of New Hampshire	Durham	2,756
Southern New Hampshire Health	Nashua	2,000
Bae Systs	Nashua	1,500
Freudenberg-Nok	Bristol	1,500
Catholic Medical Center	Manchester	1,475



## Attachment E

### Examples of Healthcare Consumer Engagement Marketing Campaigns

Washington Health Alliance – Becoming a Savvy Healthcare Shopper  
<http://www.ownyourhealthwa.org/category/becoming-a-savvy-healthcare-shopper/>

#### Infographic: Using Health Care Dollars Wisely

**USING HEALTH CARE DOLLARS WISELY**

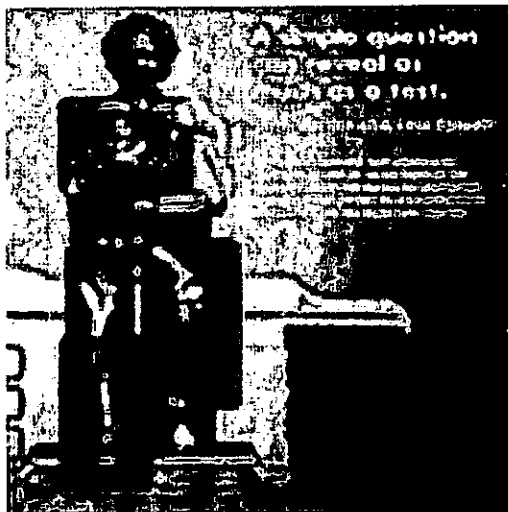
**THE CHALLENGE:**  
 PAYING MORE FOR HEALTH CARE DOESN'T NECESSARILY MEAN THE CARE WILL BE BETTER.  
 Are you getting the most out of your health care dollars? Do you know where to go for the best care? Do you know what to ask your doctor? Do you know how to shop for health care? Do you know how to get the most out of your health care dollars?

**1. SHE DOES SOME RESEARCH BEFORE GOING INTO THE CLINIC.**  
 Are you getting the most out of your health care dollars? Do you know where to go for the best care? Do you know what to ask your doctor? Do you know how to shop for health care? Do you know how to get the most out of your health care dollars?

**2. SHE ASKS QUESTIONS ABOUT THE PROCEDURE AND RELATED TESTS AND MEDICATIONS.**  
 Are you getting the most out of your health care dollars? Do you know where to go for the best care? Do you know what to ask your doctor? Do you know how to shop for health care? Do you know how to get the most out of your health care dollars?

**3. SHE USES THE RESEARCH FOR INFORMATION.**  
 Are you getting the most out of your health care dollars? Do you know where to go for the best care? Do you know what to ask your doctor? Do you know how to shop for health care? Do you know how to get the most out of your health care dollars?

Agency for Healthcare Research and Quality – Questions are the Answer  
<https://www.ahrq.gov/patients-consumers/patient-involvement/ask-your-doctor/index.html>



**STATE OF NEW HAMPSHIRE**  
**2017 – RRG408- NH Healthcost Marketing 2.0**  
**REQUEST FOR PROPOSALS**

**INTRODUCTION**

The New Hampshire Insurance Department (NHID), in an effort to empower consumers and employers as purchasers of health insurance and health care services, is requesting proposals for a contractor to assist the NHID with promoting the [www.nhhealthcost.org](http://www.nhhealthcost.org) website with an emphasis on the new content for employers. This contract will continue through September 30, 2018.

**GENERAL INFORMATION/INSTRUCTIONS**

The NHID seeks to increase awareness and familiarity of the NH Healthcost website in the state of New Hampshire and promote new content to help employers make informed decisions about health insurance and health care costs. This content is still in development and is expected to be posted in September 2017.

HealthCost provides information on the price of medical care in New Hampshire by insurance plan and by procedure as well as the estimated price of medical care for the uninsured. The price information is based on paid claims data collected from New Hampshire's health insurers. In 2016, the website was enhanced to be more user-friendly and many new features were added for consumers. NH Healthcost, created in 2007, was one of the first such sites in the country to provide health care cost information to consumers and general information on the insurance market for employers, and it has received national acclaim, including media coverage by the *Wall Street Journal*, *Time* magazine, and CNN.

The NHID seeks assistance with developing and implementing a communications, marketing and outreach plan for the Health Cost website, including a statewide public education and awareness campaign aimed at reaching the site's diverse range of audiences, including employers of all sizes including small business owners and human resources executives of large companies, insurance brokers, consumers, and other stakeholders. When engaging with executives at large self-funded private employers, the NHID would like the vendor to promote the value of the claims data that is collected and encourage the employers opt-in to data submission ([https://www.nh.gov/insurance/legal/documents/ins\\_4005\\_optinfrm.pdf](https://www.nh.gov/insurance/legal/documents/ins_4005_optinfrm.pdf)) (resources - <https://www.apcdcouncil.org/scotus-gobeille-v-liberty-mutual-insurance-company-decision>) The NHID also seeks assistance with improving its Google (and other) tags to improve search engine optimization as well as the department's ability to analyze website traffic data.

**SCOPE OF PROJECT**

A communications plan that may include:

- ☐ A publicity plan that evolves as the site content is added.
- ☐ A cross-platform editorial calendar for content to promote the site
- ☐ A presentation plan (i.e., to assist Department members who are speaking publicly)
- ☐ A set of key talking points

A marketing and outreach plan that may include:

- ☐ Creating marketing and outreach plans specific to each identified audience
- ☐ Creating promotional videos
- ☐ Print collateral
- ☐ Direct mail and other outdoor advertising materials
- ☐ Print media advertisements
- ☐ Social media advertisements
- ☐ Television advertisements
- ☐ Radio advertisements
- ☐ Other outreach and mobilization venues, including partnering with New Hampshire Organizations

Development of a presentation package (presentation, tabling materials, display, etc) and arrange and attend events such as:

- ☐ Health Fairs
- ☐ Events (i.e. motorcycle week)
- ☐ Networking events
- ☐ Partner organizations, conferences, etc.

The vendor will also:

- ☐ Enhance and improve Google tags
- ☐ Provide training on Google tags
- ☐ Set up reporting and report on an ongoing basis, performance metrics including but not limited to
  - o Media outreach efforts and targeted markets
  - o Direct mail volumes
  - o Video views
  - o Website analytics (site visits from advertising efforts)
  - o Social media metrics

All of the tasks specified above should be included in any proposal submitted to the NHID.

The contractor does not need to work on site at the Department, however, Department resources including desk space, computer, software, and other administrative items can be provided if included in the contractor proposal.

Electronic proposals will be received until 4 pm local time on August 4, 2017, at the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire, 03301. Emails should be sent to [alain.couture@ins.nh.gov](mailto:alain.couture@ins.nh.gov) and include in the subject line: "NHHealthcost Marketing 2.0 RFP"

Proposals should be prepared simply and economically, providing a straightforward, concise description of bidder capabilities and approach to work. Emphasis should be on completeness and clarity of content.

## EVALUATION OF PROPOSALS

Evaluation of the submitted proposals will be accomplished as follows:

- (A.) General. An evaluation team will judge the potential contractor and appropriateness for the services to the NHID.

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

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

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

The proposal must include a listing of references for recent engagements by the vendor that reflect the skills appropriate for work on this project, including telephone numbers and specific persons to contact.

- (1) Specific skills needed:

- a) Proven ability to communicate effectively with employer and consumers groups
- b) Familiarity with health insurance stakeholders in New Hampshire
- c) Possess an understanding of the barriers and challenges faced by employers when interacting with commercial health insurance and the health care delivery system.
- d) Expertise with promotion, marketing, networking and outreach
- e) Connections in the industry
- f) Experience with events planning
- g) Knowledge of and/or experience with APCDs
- h) Experience and skill with Google and other tags

30 percent

- (2) General qualifications and related experience of the contractor to meet the demands of the RFP. The proposal must include a summary of experience, including a current resume for each individual expected to perform work under the proposal.

20 percent

- (3) Derivation of cost for the Contractor time. The proposal should include the hourly or daily rate for the Contractor, and the timeline for the work. Proposals should state the periods of time during the term of this contract that Contractor resources may be limited or inaccessible.

The proposal must include not-to-exceed limits through contract termination, but the proposal will be evaluated with particular scrutiny of the hourly rates and how efficient the Contractor is likely to be, based on the Contractor's skills and experience. The not-to-exceed limit should serve as a limit for overall NHID financial exposure, but also as a limit on Contractor resources dedicated to this project.

The proposal must include amounts for any material expenses related to performing the work and any expected out-of-pocket or travel expenses. No benefits in addition to payment for services other than those specifically identified above or included in the proposal shall be provided by the NHID under the contract.

The total contract price will be considered in the evaluation scoring formula.

25 percent

- (4) **Plan of Work. Timeframe and deliverables.** The proposal must include a Work Plan and specify a timeframe in which the Contractor commits to project deliverables as they are developed. The proposal should be specific about the steps that will be taken by the Contractor. The Contractor is welcome to identify periods of time that they will have reduced resources available, or other considerations that will allow resource planning during the term of the contract. The Work Plan should include a description of the anticipated products, a schedule of tasks, deliverables, major milestones, and task dependencies

25 percent

- (C.) **Conflict of Interest.** The applicant shall disclose any actual or potential conflicts of interest.
- (D.) **Other Information.** The proposal must include a listing of references of recent engagements of the Contractor that reflect the skills appropriate for work on this project, including telephone numbers and specific persons to contact

Potential contractors may be interviewed by staff of the NHID.

The New Hampshire Insurance Department will accept written questions related to this RFP from prospective bidders with the deadline being July 18, 2017. Questions should be directed to Al Couture via email at [Alain.Couture@ins.nh.gov](mailto:Alain.Couture@ins.nh.gov). Please include "NHHealthcost Marketing 2.0 RFP".

A consolidated written response to all questions will be posted on the New Hampshire Insurance Department's website [www.nh.gov/insurance](http://www.nh.gov/insurance), by July 21, 2017.

The successful bidder or bidders will be required to execute a state of New Hampshire Contract. A form P-37 contains the general conditions as required by state of New Hampshire purchasing policies and the Department of Administrative Services. Although this standard contract can be modified slightly by mutual agreement between the successful bidder and the New Hampshire Insurance Department, all bidders are expected to accept the terms as presented in this RFP. If the bidder requires any changes to the P-37, those changes need to be identified in the proposal.

The selection of the winning proposal is anticipated by August 8, 2017, and the NHID will seek to obtain all state approvals by late June. Please be aware that the winning bidder will need to provide all signed paperwork to the NHID by August 18, 2017 in order for deadlines to be met.

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

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

**Freedman HealthCare, LLC**

**2017 – RRG408- NH HealthCost Marketing 2.0**

**Exhibit B**

**Contract Price, Price Limitations and Payment**

The services will be billed at the rates set forth in the Contractors Proposal, dated August 4, 2017, not to exceed the total contract price of \$91,289. The services shall be billed at least monthly and the invoice for the services shall identify the person or person providing the service. Payment shall be made within 30 days of the date the service is invoiced.

**Freedman HealthCare, LLC**

**2017 – RRG408- NH HealthCost Marketing 2.0**

**Exhibit C**

**New Hampshire Insurance Department  
Contractor Confidentiality Agreement**

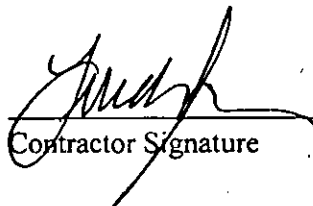
As a contractor for the New Hampshire Insurance Department (Department) you may be provided with information and/or documents that are expressly or impliedly confidential. All contractors are required to maintain such information and documents in strict confidence at all times. Disclosure, either written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

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

Linda Green  
Freedman HealthCare

\_\_\_\_\_  
Printed Name of Contractor

AUGUST 14, 2017  
Date

  
\_\_\_\_\_  
Contractor Signature

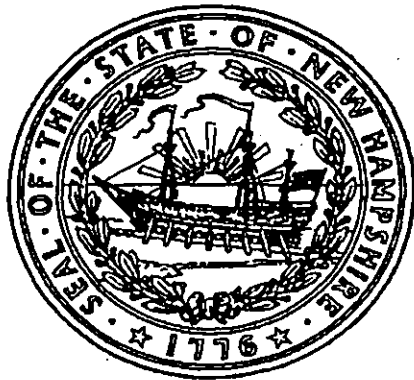
# State of New Hampshire

## Department of State

### CERTIFICATE

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

Business ID: 691104



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of July A.D. 2017.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF AUTHORITY/VOTE

(Limited Liability Company)

RECEIVED BY  
NH INSURANCE DEPT.  
AUG 17 2017

I, John Freedman hereby certify that:

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

Dated: 8/14/2017

Attest:

John Freedman President  
(Name & Title)

State of: Massachusetts  
County of: Massachusetts

On this 14<sup>th</sup> day of August, 2017, before me Joanne Halpern  
(Notary Public)

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

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

(NOTARY SEAL)



Joanne Halpern  
(Notary Public Signature)

Commission Expires:

February 28, 2021



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/16/2017

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

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

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

**COVERAGES**

CERTIFICATE NUMBER: 2017-2018

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		08SBATP0546	6/14/2017	6/14/2018	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	08SBATP0546	6/14/2017	6/14/2018	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	08SBATP0546	6/14/2017	6/14/2018	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	08WBCCN7886	6/14/2017	6/14/2018	<input checked="" type="checkbox"/> WC STATUS- TORY LIMITS <input type="checkbox"/> OTH- ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
C	Professional Liability: Management Consultant E&O		V1P024170101	6/14/2017	6/14/2018	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
						Limit \$1,000,000 Deductible \$2500

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

**CERTIFICATE HOLDER**New Hampshire Insurance Department  
21 S. Fruit Street, Suite 14  
Concord, NH 03301**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

S Aronson, CIC/TRICIA

## STANDARD EXHIBIT I

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

### **BUSINESS ASSOCIATE AGREEMENT**

#### **(1) Definitions.**

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

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

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

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

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

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

The NH Insurance Dept.

The State

Alexander K. Eldvebel  
Signature of Authorized Representative

Alexander K. Eldvebel  
Name of Authorized Representative

Deputy Commissioner  
Title of Authorized Representative

8/22/17  
Date

Freedman HealthCare, LLC

Linda Green  
Signature of Authorized Representative

LINDA GREEN  
Name of Authorized Representative

VICE PRESIDENT  
Title of Authorized Representative

AUGUST 14, 2017  
Date