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**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301



Roger A. Sevigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

January 29, 2014

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

REQUESTED ACTION

Authorize the New Hampshire Insurance Department to enter into a contract in the amount of \$50,000.00 with Freedman HealthCare, LLC (Vendor # 210519), to assist the Department in updating the data submission rules for data collected by licensed insurers and third party administrators in New Hampshire. This contract is to be effective upon Governor & Council approval through December 31, 2014. 100% Federal Funds.

The funding will be available in Account titled: Premium Rate Review Grant as follows, and pending approval of the next biennial budget:

	FY2014	FY2015
02-24-24-240010-59780000-046-500464 Consultants	\$40,925	\$9,075

EXPLANATION

The New Hampshire Insurance Department has received a federal grant to improve the health insurance premium rate review process and transparency related to health insurance premiums and medical care costs in New Hampshire. Under the grant, the Insurance Department will evaluate potential changes to New Hampshire's insurance laws to improve the transparency and effectiveness of the premium rate review process, in order to best serve the people of New Hampshire.

The major steps for Freedman HealthCare are to develop recommendations and revise the language in Chapter Ins4000 Uniform Reporting System for Health Care Claims Data Sets. These data are used to populate the New Hampshire Comprehensive Health Information System (NHCHIS), a resource intended by law to be available as a resource for insurers, employers, providers, purchasers of health care, and state agencies to continuously review health care utilization, expenditures, and performance in New Hampshire and to enhance the ability of New Hampshire consumers and employers to make informed and cost-effective health care choices.

After reviewing the bid responses, the Commissioner selected the Freedman HealthCare proposal as the most responsive to the Request for Proposals (RFP). The Request for Proposals was posted on the Department's website November 20, 2013 and sent to past bidders for Department contract work and companies doing work in this field. Three bids were received. Bids were evaluated by Department staff familiar with the project goals using a scoring system included in the RFP.

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

Very truly yours,

A handwritten signature in black ink, appearing to read 'RAS', with a stylized flourish at the end.

Roger A. Sevigny

RFP 2013-RRG-16 PROPOSALS EVALUATIONS

Evaluation Committee members: Tyler Brannen, Alain Couture, Martha McLeod

Evaluation process: Every member reviewed and independently evaluated the bids. On December 23, 2013 the Evaluation Committed 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 SKILL (25% or points)	CONTRACTOR EXPERIENCE & QUALIFICATIONS (25% or points)	PLAN OF WORK (20% or points)	Average Hourly Rate Bid Amount	Bid Price- BUDGET AMOUNT	Hourly Rate (15% or points)	COST (15% or points)	TOTAL SCORE (100% or Points)	Score without \$\$\$	NOTES
RFP 2013-RRG-16 INS4000										
Freedman HealthCare	21.00%	23.00%	19.33%	\$177.00	\$50,000	15.00%	9.00%	72.33%	63.33%	Vendor Selected
Milliman	18.67%	19.33%	14.67%	\$248.00	\$30,000	10.71%	15.00%	67.67%	52.67%	
Oliver Wyman Actuarial Consulting, Inc	17.67%	17.67%	17.00%	\$210.00	\$110,000	12.64%	4.09%	56.42%	52.33%	

Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 South Fruit Street, Suite 14, Concord, NH 03301	
1.3 Contractor Name 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 02-24-24-24005978000	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$50,000
1.9 Contracting Officer for State Agency Alexander Feldvebel, Deputy Commissioner		1.10 State Agency Telephone Number 603-271-7973	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name and Title of Contractor Signatory John D. Freedman, Principal	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Middlesex</u> On <u>01/06/14</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 as indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>[Signature]</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace _____			
1.14 State Agency Signature <i>Alexander K Feldvebel</i>		1.15 Name and Title of State Agency Signatory Alexander K Feldvebel, Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>J Christopher Marshall, Asst Atty Gen'l</i> On: <u>1/14/14</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials AG
Date 11/10/14

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

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Date 11/10/14

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

**Freedman HealthCare, LLC
RRG-17 INS4000**

Exhibit A

Scope of services

The consultant's primary responsibility will be to:

- Develop recommendations and revise the language in the rules to address the topic areas specified by the Department.
- Develop recommendations and revise the rules as appropriate to include Medicare Advantage, workers compensation, and Medicare gap insurance.
- Provide recommendations about collecting supplemental report data through the NH Comprehensive Health Information System (NHCHIS) data collection process.
- Evaluate and incorporate as appropriate, existing and potential changes to guides from the ASC X12 Special Appointed Committee (SAC) for the Post Adjudicated Claims Data Reporting (PACDR).
- Assist the Department with responding to questions and issues raised by carriers and TPAs during the rulemaking process.
- Complete work set out in the response to the proposal (attached).



FEDERAL IDENTIFICATION TAX NUMBER 20-4509536

Proposal to

State of New Hampshire

***Consulting Services for the
New Hampshire Insurance Department***

***2013-RRG-16
Request for Proposals – INS4000***

Submitted December 18, 2013

Contact:

Alison Glastein, Chief Operating Officer

Freedman HealthCare, LLC

29 Crafts Street, Suite 470

Newton, MA 02458

aglastein@freedmanhealthcare.com

617-243-9509 x201

INTRODUCTION

Freedman HealthCare, LLC (FHC) is pleased to present this proposal to the New Hampshire Insurance Department (NHID) in response to its **Request for Proposals – INS4000** for consulting services for the NHID. FHC understands that this engagement will focus on assisting NHID with updating the data submission rules for the New Hampshire Comprehensive Health Information System (NHCHIS), the state's all payer claims database (APCD). The FHC team is confident that its unique range of expertise and skills in APCDs and health care performance measurement, combined with its understanding of the New Hampshire insurance marketplace, make the firm uniquely qualified to support New Hampshire in revising NHCHIS data submission guidelines.

DEMONSTRATED SKILLS

John Freedman MD, MBA established FHC in 2005 to help create a more efficient health care system and ensure broad community buy-in to a future vision of health care delivery. As the principal of FHC, Dr. Freedman combines his years of clinical practice with expertise in performance improvement to help clients solve complex business, strategy, and implementation challenges. Under Dr. Freedman's leadership, FHC's expert team includes seasoned health data experts, public health professionals, and health policy advisors who understand both the clinical and business aspects of a more transparent system of care.

Through its work with state health organizations, policy makers, providers, and payers, FHC assists diverse stakeholder groups in adopting policies and programmatic changes that can drive cost containment and quality improvement. Clients benefit from FHC's objectivity, senior-level expertise, market knowledge, and creative problem solving. The firm's analytical proficiency allows FHC to help clients determine the most efficient and effective methods to measure and improve patient care.

In 2010, Linda Green joined FHC to launch the firm's APCD and Medicaid support services. The FHC team has since worked formally with nine states at all phases of APCD development, implementation, and operation. The team brings knowledge of the issues that emerge at each point in the APCD process, and helps clients understand the characteristics of an actionable health care data resource that fits each state's vision.

FHC is unaffiliated with any vendor, or analytic or technical solutions provider. Therefore, the firm offers unbiased assistance to clients. FHC consultants identify emerging "best practices," encourage clients to build on others' successes, and help them navigate through the complex territory resulting from healthcare reform. The team's commitment to healthcare improvement echoes through FHC's concentration on mobilizing health data to leverage change.

The firm's experience with numerous clients based in 15 states across the country (including New Hampshire)—each with different political climates, legislative requirements, and approaches to healthcare reform – has shown the importance of developing client-specific and state-specific processes. FHC's approach emphasizes principles of development, such as the importance of a collaborative stakeholder process, rigorous data quality, and transparent reporting strategies.

For the proposed consulting engagement, FHC will bring to New Hampshire its unparalleled expertise in APCDs, having provided exploratory analyses, customized project management, sustainability planning, and/or ongoing support to nine states and one regional collaborative launching consolidated data warehouses with multi payer claims data, and informal advisement to four other states. The firm understands the specific needs associated with developing and revising data submission rules, as well as successfully engaging multiple stakeholders to create a shared vision for such guidelines.

REFERENCES

Reference 1

Barbra Rabson, Executive Director
Massachusetts Health Quality Partners
Email: rabson@mhqp.org
Telephone: (617) 600-4954

Reference 2

Phil Kalin, Executive Director
Colorado's Center for Improving Value in Health Care (CIVHC)
Email: pkalin@civhc.org
Telephone: (303) 953-3692

Reference 3

Tricia Leddy, Senior Policy Advisor
Rhode Island Department of Health
Email: tricia.leddy@health.ri.gov
Telephone: (401) 222-1013

QUALIFICATIONS AND RELATED EXPERIENCE

FHC has demonstrated expertise and national leadership in all stages of APCD design, implementation, and operations, as evidenced by the following engagements:

- **Alaska:** The Alaska Health Care Commission, the state's health planning and coordinating body charged with providing recommendations to the governor and the legislature on statewide health care policy and strategies for improving the health of Alaskans, engaged FHC to assess the feasibility of an APCD to support a range of analytic, management and reporting goals. A key component of this engagement was a comprehensive stakeholder process in which FHC conducted interviews and focus groups to understand the AK healthcare landscape. FHC met with AK providers, payers and consumers of care; state employees in the areas of administration, insurance and health; representatives from the Alaska eHealth Network, Alaska State Hospital & Nursing Home Association, and Alaska Native Tribal Health Consortium; and researchers. These interviews have informed FHC of

some of the needs and challenges the state currently faces. The FHC team attended the Alaska Health Care Commission's meetings in October 2012 and March 2013 to present findings. The presentation materials are available at <http://www.hss.state.ak.us/healthcommission/meetings/201210/APCD%20Presentation.pdf>

- **Colorado:** The Center for Improving Value in Health Care (CIVHC) selected FHC to provide strategic planning, project oversight, and subject matter expertise to plan and launch its APCD. FHC led CIVHC's Advisory Committee to decisions about APCD structure and operations, as well as the creation of data specifications that support CIVHC's strategic goals. In addition, FHC drafted regulations and the data submission guide by carriers, guided the vendor procurement and selection process, and advised on elements of a consumer- and provider-friendly reporting and website portal. FHC also assisted CIVHC with managing relationships with state and national carriers.

FHC drafted the Advisory Committee's report to the Legislature for 2011 and contributed to the 2012 report. More recently, FHC staff served as the interim project coordinator when the Colorado APCD:

- Completed its initial data submission phase, collecting historical data for 2.4M Coloradans, and did so only 22 months after statutory authorization;
 - Launched the COhealthdata.org website;
 - Implemented a data release process; and
 - Developed a data compliance strategy.
- **Connecticut:** FHC assisted Access Health CT, the Connecticut Health Insurance Exchange, with APCD design and implementation. FHC staff provided technical assistance during legislative deliberations in the spring of 2012. With passage of the law in May 2012, FHC assisted with drafting regulations and advising the state during public comment periods; preparing a project plan; developing a successful budget proposal for federal consideration; and designing an approach to reporting that is consistent with stakeholders' needs. In 2013, under the leadership of the state's Health Insurance Exchange Access Health CT, FHC continued as the project manager and provided a data submission guide, consultation about the privacy implications of existing legislative authority, and preparation of the data management vendor scope of work.
 - **Massachusetts:** FHC currently serves as the project manager for the state's Alternative Risk Adjustment Methodology implementation that is a first-in-the nation use of the APCD to meet data collection requirements. Implementation of the state's risk adjustment program required significant changes in data collection, including information about benefit structure. FHC's work includes assisting the Massachusetts Health Connector, its consulting actuaries, and the APCD with planning for change with insurance carriers while meeting the needs of the regulatory agencies.

Previously, FHC's team oversaw the system implementation and project management for the MA APCD, including building the MA Healthcare Quality and Cost Council's private

insurance claims dataset. The firm also helped design and launch the Council's website, the first in the nation to display provider-specific quality and cost information simultaneously. For the website, FHC's team researched existing quality and cost measures (inpatient and outpatient), assessed how well each measure met the Council's principles for public measures, and facilitated discussions in public meetings to select measures. FHC also created reporting options for the website, drafted consumer-friendly text related to each measure, and helped design the display of the results for an audience with different levels of health literacy. After the state's initial launch, the FHC team brought the MA APCD in-house from an outside vendor, and oversaw the quarterly data refreshes for the website, including the upload process. FHC continues to provide ongoing advisory input on the selection of quality and cost measures for the MA website.

- **Rhode Island:** FHC is currently the lead project manager and subject matter expert for the RI APCD, a project led by the Lieutenant Governor and four distinct state agencies. Tasks include completing the regulatory process; negotiating and executing a contract with a data intake firm; conducting a stakeholder interview process; developing a public communication strategy and outreach process with state and national carriers; and aligning health care performance measures across a number of research, health care improvement and health care policy groups. Previously, FHC provided initial planning assistance to the Rhode Island Quality Institute and the Rhode Island Department of Health. FHC worked with multiple stakeholders and guided development of a reporting plan, data standards, and alignment with the state's existing data warehouse infrastructure.
- **Tennessee:** FHC advised the Tennessee Office of Health Planning (OHP) through its critical exploratory process as it determined the extent to which its APCD data could meet its health insurance exchange requirements related to risk adjustment. Through a focused strategy engagement, the FHC team examined the design of the data elements in the context of developing an alternative risk adjustment methodology under the Affordable Care Act. FHC then developed a list of recommendations as to how Tennessee could transform its APCD to support risk adjustment, documenting its findings and recommendations in a written report to OHP.

FHC's team members participate in New Hampshire-based **APCD Council** meetings and serve on the Board of the **National Association of Health Data Organizations** (NAHDO), through which the firm has become familiar with the goals and accomplishments of New Hampshire's NHCHIS.

In addition, FHC provided support to NHID through its partnership with the Center for Health Law and Economics (CHLE) at the University of Massachusetts Medical School (UMMS). Together, FHC and CHLE analyzed New Hampshire's health insurance payment system and factors affecting premium rates and health care costs. The team gathered information through interviews with health care industry stakeholders, including providers, carriers, and consumers, and supplemented the interviews with an analysis of the 2011 New Hampshire Comprehensive Health Care Information System (NHCHIS), as well as other reports from NHID and nationally published literature on health industry topics. This engagement provided FHC with a clear

understanding of New Hampshire's current legislation, regulations, and guidelines surrounding NHCHIS and the insurance marketplace. This engagement resulted in a comprehensive report on New Hampshire's health insurance market and provider payment system, which can be accessed here: http://commed.umassmed.edu/sites/default/files/6-13-CHLE-NH-ProvPaymentRept_0.pdf. This knowledge of the New Hampshire carrier community will significantly enhance FHC's capacity to deliver the required consulting services.

FHC CONSULTANT ROLES AND RESPONSIBILITIES

FHC's expert consultants are highly qualified to provide support to the NHID to make recommendations on revisions and updates to the data submission rules for the NHCHIS. The following consultants have extensive knowledge of data being collected by APCDs; how the APCDs are using their data; issues payers have in providing data to APCDs; and federal initiatives with regard to data collection by APCDs and health insurance exchanges:



Linda Green, MPA, FHC APCD Project Lead has 30 years of experience in state and local government addressing complex public policy questions, including those related to effective health care services and contracting. Ms. Green has led FHC's APCD engagements in Colorado, Massachusetts, Rhode Island, Tennessee, Connecticut and Rhode Island. Several of these projects – particularly FHC's work on APCD implementations in Massachusetts, Colorado, Rhode Island, and Connecticut – included developing data collection rules and technical submission guides, leading stakeholder engagement activities, and developing responses to public comment. As the former Director of Health Data for the Massachusetts Division of Health Care Finance and Policy (now known as the Center for Health Information and Analysis), Ms. Green has overseen the team responsible for the process and requirements development for the Massachusetts APCD, incorporating both commercial and Medicare/Medicaid data. She successfully streamlined the agency's data release operation, and developed a similar process for the Health Care Quality and Cost Council. She also managed the team responsible for intake, processing and reporting of the Hospital Discharge Data and Emergency Room Datasets. Her prior experience as Director of the Managed Care Reimbursement Unit for the Commonwealth's Office of Acute and Ambulatory Care included the financial contractive responsibility and oversight for the state's \$1.7B Medicaid Managed Care Program.



John Freedman MD, MBA, Senior Advisor has 20 years' experience in performance measurement and improvement, provider evaluation, performance incentives and managed care. Dr. Freedman served as Medical Director for Quality at Kaiser Permanente in Colorado, and subsequently as Medical Director for Specialty Services at one of the northeast's largest neighborhood health centers, overseeing 40 physicians in 16 specialties. Dr. Freedman was responsible for quality and medical management at Tufts Health Plan, helping them achieve NCQA's #2 ranking nationwide. Dr. Freedman also practiced internal medicine and geriatrics for 10 years. Through Freedman Healthcare, Dr. Freedman provided clinical leadership in the design of the Massachusetts cost

and quality website <http://hcqcc.hcf.state.ma.us/>. In addition, he served as a clinical quality expert for three of the Massachusetts Attorney General’s Office (AGO) yearlong examinations of health care cost and market trends. He worked extensively with the Health Division of the AGO to frame the analysis and identify which data were required to support the examination, and then performed a series of extensive quantitative and qualitative analyses of health quality, cost, and key market factors of the 68 hospitals and over 25 major physician groups in Massachusetts. In particular, he analyzed health plan global payment contractual arrangements, including quality measures and incentives of the Blue Cross Blue Shield of Massachusetts Alternative Quality Contract. He also performed measure aggregation to compare quality performance of provider organizations (hospitals and medical groups) across a variety of measures and measure types.



Ben Stewart, Analyst has conducted statistical analyses for clients that focus on evaluating quality and efficiency measures for use in various settings nationwide. Most recently, Mr. Stewart conducted an in-depth analysis of data collected through Aligning Forces for Quality (AF4Q), a joint health care improvement initiative being implemented in 16 alliance communities across the US. AF4Q initiated a public reporting system to collect key indicators for healthcare quality and performance measurement; Mr. Stewart then collected key indicators from these 16 communities and conducted an in-depth data

analysis to determine if the Alliance has improved health care quality and performance over time, when compared to past performance as well as against the national average. His work with APCDs has included managing the data submission guide for Cincinnati’s Comprehensive Primary Care initiative (CPCi), a regional APCD. Mr. Stewart’s other key engagements while at FHC have included analyzing Medicaid data for high-cost populations with multiple chronic comorbidities, which resulted in the identification of significant cost saving opportunities and targeted clinical interventions for a Midwest non-profit health alliance that serves seriously ill and homeless patients. He has performed numerous analyses in support of the Massachusetts Attorney General’s work, including case-mix adjustment, aggregated measures, and statistical results. In addition, Mr. Stewart supported a Connecticut project aimed at coordinating and improving the care of dually eligible individuals by assisting focus groups and collating results for a report. Mr. Stewart will work with other project team members to perform the analyses as necessary.

Following is a breakdown of roles and responsibilities for each project member:

Project Member	Role	Responsibility
Linda Green	Project Director	Manage the development and implementation of the project plan and timeline, and ensure the timely development and submission of all project deliverables; lead information gathering and analysis process; prepare and facilitate regular meetings with NHID staff and other key stakeholders; provide ongoing subject matter expertise during rulemaking process

John Freedman	Advisor	Participate in Discovery period by reviewing existing studies and relevant materials; participate in information gathering and analysis; conduct interviews with carriers and TPAs; participate and advise in regular meetings with NHID staff and other key stakeholders; review and advise on reports, recommendations, and other deliverables FHC produces for NHID; provide ongoing subject matter expertise during rulemaking process
Ben Stewart	Analyst	Conduct comprehensive review of existing studies and other relevant materials; identify uses and users of the new data elements; review experience and lessons learned from other states; conduct interviews with carriers, TPAs, and other stakeholders; assist in preparing the draft and final list of changes to rules and data specifications; prepare and help facilitate regular meetings with NHID staff and other key stakeholders; provide ongoing subject matter expertise during rulemaking process.

SCOPE OF WORK

FHC understands this engagement will focus on updating the data reporting rules currently outlined in Chapter Ins4000 Uniform Reporting System for Health Care Claims Data Sets. This process will require the following key activities:

- Engaging stakeholders from various entities including NHID, New Hampshire Department of Health and Human Services (DHHS), the University of New Hampshire, insurance carriers, third party administrators, and vendors representing NHID or DHHS; and coordinating the efforts and activities of all said stakeholders
- Identifying and implementing a feasible balance in data submission guidelines that takes into account the State's data needs and preferences as well as the capabilities of insurance carriers and third party administrators
- Assisting NHID in combining reporting elements from multiple sources to make NHCHIS data submission and reporting requirements more standardized, streamlined, and efficient
- Exploring the feasibility of incorporating new data elements into NCHIS, such as Medicare Advantage, workers compensation claims for medical services, and Medicare gap insurance data; then presenting recommendations to NHID
- Drafting all revisions, updates, and changes to the current NHCHIS data submission rules, in alignment with the NHID's decisions and authorization
- Actively participating in stakeholder meetings, public hearings, and other forums while the rules are being updated

FHC understands the purpose of these activities is to provide NHID (or its designated vendor) with key recommendations for transitioning new data submission rules from their current place within the supplemental report submission into the required NHCHIS data submission process.

TIMEFRAME AND DELIVERABLES

Aligning with the goals set forth in the procurement document, the FHC team is well qualified to achieve the following tasks:

- 1) Make recommendations and revise language in the existing rules to address highlighted topic areas and other changes as specified by NHID
- 2) Make recommendations and revise language in the existing rules to incorporate Medicare Advantage, workers’ compensation, and Medicare gap insurance data
- 3) Make recommendations for collecting supplemental report data through the NHCHIS data collection process
- 4) Evaluate existing and potential changes to guides from the ASC X12 Special Appointed Committee (SAC) for the Post Adjudicated Claims Data Report (PACDR), and incorporate these changes where appropriate
- 5) Assist the NHID with responding to questions and issues from carriers and third party administrators during the rulemaking process

The following table presents a preliminary work plan listing the key activities needed to carry out the tasks described above. This table includes the estimated timeframe and FHC staff time needed for each activity.

Task Name	Start Date	End Date	Project Director Hours	Advisor Hours	Analyst Hours
Project Initiation	1/15/14	1/28/14			
Discovery	1/15/14	1/21/14			
• Review studies listed in RFP	1/15/14	1/21/14		3	10
• Review INS4000	1/15/14	1/21/14	1	1	8
• Collect and review all other NH data filings	1/15/14	1/21/14	1	1	10
• Identify uses and users of the new data elements; conduct phone calls to collect requirements	1/15/14	1/21/14	1	2	10
Kickoff meeting with state agency and other stakeholders	1/22/14	1/24/14	2	2	7
Deliver project plan and deliverables timeline	1/22/14	1/28/14	2	1	1
Obtain state approval for plan	1/22/14	1/24/14		1	1
Information Gathering and Analysis	1/29/14	2/11/14			

<ul style="list-style-type: none"> Review other states' experience with collecting and using claims data from Medicare Advantage, Workers' Compensation, Medicare Supplemental data and known experience with PACDR medical claims standard 	1/29/14	1/30/14	2	2	10
<ul style="list-style-type: none"> Compare and contrast NHCHIS to NHID Supplemental Filing requirements and uses 	1/29/14	2/4/14	1	1	8
<ul style="list-style-type: none"> Identify opportunities for standardization across file types 	2/5/14	2/11/14	1	1	8
<ul style="list-style-type: none"> Collect Use Cases for Medicare Advantage, Workers' Compensation, and Medicare Supplemental data 	1/29/14	2/4/14	1	1	6
<ul style="list-style-type: none"> Interview carriers and TPAs to identify concerns and opportunities for data standardization (in person when possible, otherwise by conference call) 	2/5/14	2/11/14	5	5	15
INS4000 list of tasks and changes to data specifications	1/28/14	2/28/14			
<ul style="list-style-type: none"> Prepare draft list of changes in specification format 	2/12/14	2/18/14		1	4
<ul style="list-style-type: none"> Review with state and data collection vendor 	2/19/14	2/25/14		2	2
<ul style="list-style-type: none"> Incorporate feedback 	2/26/14	2/28/14			2
<ul style="list-style-type: none"> Create initial list of data specifications and rule changes 	1/28/14	1/28/14	2	1	3
Evaluate PACDR standards	3/3/14	3/25/14			
<ul style="list-style-type: none"> Review preliminary draft of amended draft data specifications for alignment with PACDR 	3/3/14	3/7/14	1	1	4
<ul style="list-style-type: none"> Add PACDR mapping and definitions whenever possible 	3/10/14	3/14/14			4
<ul style="list-style-type: none"> Identify areas needing state decision and obtain guidance 	3/17/14	3/21/14		2	2
<ul style="list-style-type: none"> Incorporate feedback 	3/24/14	3/25/14			2

Medicare Advantage, Workers' Compensation and Medicare Supplemental data	3/3/14	3/7/14			
• Review Use Cases against data specs	3/3/14	3/7/14	1	1	2
• Develop proposed data specifications and rule changes specifically to support this type of data collection	3/3/14	3/3/14	1	1	4
Inventory of proposed data specifications and rule revisions	3/10/14	4/7/14			
• Create draft list of new data elements and changes to rules	3/10/14	3/12/14		1	4
• Review draft with NHCHIS data collection contractor	3/13/14	3/17/14		1	1
• Review draft with state agencies and incorporate changes	3/13/14	3/17/14		2	2
• Obtain informal comment from carriers about new data elements	3/18/13	3/31/14	1	1	4
• Provide comments to state and amend data elements as necessary	4/1/14	4/7/14		2	3
Final list and specifications	4/8/14	5/5/14			
• Prepare revised data specification and supporting justification	4/8/14	4/14/14	2	2	6
• Prepare draft of changes to the rules	4/15/14	4/21/14	2	1	
• Review with state and data collection vendor	4/22/14	4/28/14		2	2
• Provide final draft of data specification and rules to state	4/29/14	5/5/14	1	1	4
Provide ongoing subject matter expertise during rulemaking process, including collecting, reviewing and proposing responses to public comment	5/6/14	12/31/14	10	15	10

The following table summarizes FHC's expected timeframe for carrying out the key activities and producing the required deliverables, assuming a contract start date of January 15, 2014.

Task	Completed by	Deliverables/Outcomes
1) Project Initiation	January 24, 2014	<ul style="list-style-type: none"> Project Plan, Kick Off Meeting
2) Information Gathering and Analysis	February 6, 2014	<ul style="list-style-type: none"> Stakeholder Interviews; Options for Data Standardization
3) Review new data specification needs (INS4000, Medicare Advantage, Workers Compensation, Medicare supplemental data and PACDR)	April 7, 2014	<ul style="list-style-type: none"> Inventory of proposed rule and data specification revisions, including requester, primary user, rationale/use case, and issues with collection, if any
4) Final draft rule revisions and technical specifications	May 5, 2014	<ul style="list-style-type: none"> Revised data intake specification
5) Ongoing subject matter expertise	December 31, 2014	<ul style="list-style-type: none"> To be determined

FHC expects NHID or its designated vendor will provide leadership in the following areas:

Deliverable	New Hampshire Insurance Department
Task 1: Kickoff Meeting	Convene meeting
Task 2: Information Gathering	Provide NHID report specifications; facilitate introductions to key stakeholders; serve as liaison to data collection vendor
Task 3: Review data needs	Confirm current and future use cases
Task 4: Final draft rule and specifications	Convene working meeting(s) to review changes

COST ESTIMATE

The following table presents the proposed hourly rates of each FHC team member, along with the number of hours FHC estimates they will require for this engagement.

Name	Role	Hourly Rate	Estimated Number of Hours
Linda Green	Project Lead	\$230	38
John Freedman	Advisor	\$285	58
Ben Stewart	Analyst	\$125	159

The following budget outlines all estimated costs for this engagement, and represents FHC's estimated timeframe for providing the proposed consulting services. While the engagement may require more time than initially estimated, FHC's budget will not exceed \$50,000.

Item	Rate	Unit	Total Cost
Personnel			
Linda Green	\$230	38	\$8,740
John Freedman	\$285	58	\$16,530
Ben Stewart	\$125	159	\$19,875
Travel			
Mileage – Newton, MA to Concord, NH (estimates 6 round trips at 152 miles per trip; \$0.56 per mile)	\$0.565	912	\$515
		Total	\$45,660

CONFLICT OF INTEREST STATEMENT

FHC certifies that it, nor any of the people that may work on the proposed Project, have any conflict of interest in working with the State of New Hampshire, the NHID or its affiliated partners to complete the scope of work outlined in the Request for Proposals.

RESUMES

Linda Green

Professional Experience

Freedman HealthCare, LLC
Vice President - Programs

2011 - Date
Boston, MA

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

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

Goddard Associates LLC Health Care Consulting

Principal

2010
Newton, MA

Independent consulting services to support public sector clients:

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

Massachusetts Division of Health Care Finance and Policy

Director of Health Data Analytics

2007-2009
Boston, MA

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

- Maintaining and updating data submission guides as needed to meet reporting requirements.
- Intake of commercial claims data and production of public use datasets for the state's All Payer Claims Database
- Producing cost and quality measures for health care quality and cost website, www.mass.gov/myhealthcareoptions
- Designing legislatively mandated report on employed persons' use of publicly subsidized health care
- Calculating patient safety and preventable hospitalization measures

- Verifying inpatient and emergency department hospital discharge data sets prior to release of public use files
- Streamlining agency's data release operation; developing similar process for Health Care Quality and Cost Council
- Overseeing quality enhancements for hospital discharge data sets

Massachusetts Executive Office of Health and Human Services

2002- 2007

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

Boston, MA

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

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

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

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

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

Professional Memberships

Secretary of the Board of Directors

2014

Member, Board of Directors

2013 - date

National Association of Health Data Organizations

President of the Board of Directors

2012 - date

Women in Health Care Management

Education

Executive Office of Health and Human Services

2009

Management Certificate Program

New York University Graduate School of Public Administration

Masters in Public Administration

State University of New York at Binghamton, Harpur College

Bachelor of Arts

John Freedman, MD

Professional Experience

Freedman HealthCare, LLC, Newton, MA <i>Principal</i> Healthcare performance measurement and informatics consulting firm, and a leader in provider performance evaluation and the use of large datasets, such as All-Payer Claims Datasets, to improve health care.	2006-Date
Eastern Massachusetts Healthcare Initiative, MA Performance Measurement and Reporting Workgroup.	2006-2007
Massachusetts Division of Health Care Finance and Policy, Boston, MA Advisory Committee on Public Data Release.	2006-2007
Tufts University School of Medicine, Boston, MA <i>Adjunct Assistant Professor of Medicine</i>	2002-Date
Tufts Health Plan, Waltham and Watertown, MA <i>Assistant Vice President and Medical Director for Medical and Quality Management</i> Leader of clinical measurement programs including P4P, physician profiling, public provider report cards, tiered-network products, predictive modeling, and clinical program evaluation. Oversaw utilization management, including medical technology assessment. Recipient of 2004 Innovator's Award from America's Health Insurance Plans	1999-2005
CarisDiagnostics, Newton, MA <i>Co-founder</i> Largest skin pathology laboratory in New England.	1997-2000
Boston University School of Medicine, Boston MA <i>Clinical Assistant Professor of Medicine</i>	1994-2005
East Boston Neighborhood Health Center, East Boston and Winthrop, MA <i>Medical Director for Specialty Services</i> Largest community health center in northeast US. Supervised 40 physicians at 3 sites; wrote and executed business plans to expand clinical services, opened GI endoscopy suite, and optical laboratory and dispensary. Managed relationships with specialty departments at 2 affiliated Boston academic medical centers.	1994-1999
Kaiser Permanente & Colorado Permanente Medical Group, Denver, CO <i>Assistant Medical Director for Quality Improvement in department of Internal Medicine</i> Chaired QI committee, prepared HEDIS reporting and directed improvement programs. Researched predictors of hospitalization for the elderly.	1993-1994
University of Louisville, Louisville, KY <i>Clinical Assistant Professor of Medicine</i>	1991-1993

Appointments

Network Health, Inc., Medford, MA Board member of 175,000 member health plan serving the Medicaid and Commonwealth Care (state-subsidized) population.	2008-Date
City of Newton, Newton, MA Alderman (city councilor). Elected 2007 and re-elected 2009.	2008-Date
Massachusetts Health Quality Partners, Watertown, MA Board Member of leading health care quality collaborative.	2005

Education

University of Louisville, Louisville, KY M.B.A. with concentration in health systems. Beta Gamma Sigma.	1991-1993
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Boston University Medical Center, Boston, MA Internship and Residency in Internal Medicine.	1988-1991
University of Pennsylvania, Philadelphia, PA M.D. W.K. Kellogg Foundation Fellow.	1984-1988
Harvard College, Cambridge, MA A.B. in Biology, magna cum laude. Honors thesis: Original research in vertebrate physiology	1980-1984

Recent Publications

Katz NP, Birnbaum H, Brennan MJ, Freedman JD, Gilmore GP, Jay D, Kenna GA, Madras BK, McElhane L, Weiss RD, White AG. Prescription Opioid Abuse: Challenges and Opportunities for Payers.

Examination of Health Care Cost Trends and Cost Drivers, Massachusetts Attorney General's Office, June 22, 2011 and August 3, 2011 with analytic support provided by Freedman HealthCare, LLC
http://www.mass.gov/Cago/docs/healthcare/2011_HCCTD_Full.pdf

Massachusetts Health Care Cost Trends, Price Variation in Health Care Services, June 3, 2011, Division of Health Care Finance and Policy with analytic support provided by Freedman HealthCare, LLC
http://www.mass.gov/Eeohhs2/docs/dhcfp/cost_trend_docs/cost_trends_docs_2011/pricevariation_report.pdf

Freedman JD, Gottlieb AB, Lizzul P. Tiered networks, physician ratings, and dermatology. *J Amer Acad Derm, in press*

Advancing Meaningful Use: Simplifying Complex Clinical Metrics through Visual Representation, the Parsons Institute for Information Mapping, PIIMS Research, October 15, 2010.
http://pim.newschool.edu/media/pdfs/PIIM-RESEARCH_AdvancingMeaningfulUse.pdf

Examination of Health Care Cost Trends and Cost Drivers, Massachusetts Attorney General's Office, March 16, 2010 with analytic support provided by Freedman HealthCare, LLC
<http://www.mass.gov/ago/docs/healthcare/final-report-w-cover-appendices-glossary.pdf>

Freedman JD for Care Focused Purchasing, Inc. Providers and Performance Measurement: Helping Patients and Providers. *Care Focused Purchasing, Inc.*

Freedman JD, Landon BE. Massachusetts' health plans use of selected quality and utilization management tools. *Massachusetts Medical Society* 2008. Available at www.massmed.org.

Recent Meetings and Presentations

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.

Guest Field Project Facilitator, Quality Improvement and Quantitative Methods in Quality (HCM756), Harvard School of Public Health, September 19, 2011 & January 9, 2012, Boston, MA.

Political Economy of the US HealthCare System, 2011 Tufts Healthcare Institute's Residency Rotation on 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 6 ½, Review of Findings from AGO Examination of Health Care Cost Trends and Cost Drivers, Boston, MA, June 30, 2011
http://www.mass.gov/Eeohhs2/docs/dhcfp/cost_trend_docs/cost_trends_docs_2011/Johnson_Lois_Challenges_in_Care_Coordination.pdf

Ben Stewart

Professional Experience

Freedman HealthCare, LLC, Newton, MA

2011 to Date

Analyst

Perform thorough review and analysis of data, literature, and various other forms of information. Recent projects include:

- Analyzed Medicaid data for high cost populations with multiple chronic comorbidities resulting in the identification of significant cost saving opportunities and targeted clinical interventions for a Midwestern based non-profit health alliance that serves underinsured patients;
- Compared the quality of cancer care available in a large South Central metropolitan area to similar targeted metropolitan areas by examining referral patterns, time from diagnosis until treatment and incidence, mortality, survival and complication rates, by insurance status, stage and type of cancer;
- Evaluated tobacco cessation services in two states by conducting interviews with payers, large employers and other key stake holders while merging performance and utilization data from the Healthcare Effectiveness Data and Information Set (HEDIS), Centers for Disease Control and Prevention (CDC), and the state QuitLine to identify geographic regions where tobacco cessation interventions would be most valuable;
- Analyzed HEDIS efficiency and quality measures to compare current and past performances of major Massachusetts health care networks to independent medical networks;
- Structured meetings for the Statewide Quality Advisory Committee (SQAC) work group, which advises the Massachusetts Department of Public Health in the promulgation of a uniform Standard Quality Measure Set. Created meeting agendas, prepared necessary work group and Committee documents, and drafted meeting minutes;
- Compiled, edited and kept updated a roster of over 1000 quality measures, including details of measure characteristics, use and public reporting;
- Analyzed statewide survey data to determine primary care providers' current capabilities, alignment with Patient Centered Medical Home (PCMH) characteristics, and significant barriers to achieving NCQA PCMH recognition;
- Conducted and summarized key stakeholder interviews during the discovery phase of an engagement to create a tiered reporting approach for a regional health collaborative;
- Developed analysis of reimbursement incentives based on specific quality standards and patient centered medical home characteristics for discovery phase of a state PMCH development effort, which included identifying quality measures used in other states such as NQF, NCQA, HEDIS, AHRQ, CMS and state and initiative- specific measures, as well as developing materials for stakeholder meetings;
- Contributed to the design and implementation of a provider application for patient centered medical home payment incentives;
- Compiled bibliography of research and program materials that supported development of an integrated care model for dually eligible elderly and disabled individuals.

Merrill Lynch Wealth Management, Albany, NY

2011

Intern

- Assisted in establishing and expanding a prospective client network for a new financial advisor;
- Independently collected, analyzed and summarized financial data on domestic and international equities, mutual funds, exchange traded funds, and fixed income investments for financial advisors and clients.

Education

Union College, Schenectady, NY

2011

Bachelor of Arts, Economics, Minor in Mathematics

IESEG School of Management, Lille, France

2010

Study Abroad

Awards and Honors

EMS First Responder of the Year Award

2008

Metropolitan Boston Emergency Medical Services Council

Commendation for Heroism

2008

Presented by Massachusetts Governor Deval Patrick

Recognition for Bravery

2008

Presented by Massachusetts House of Representatives

**Freedman HealthCare, LLC
RRG-17 INS4000**

Exhibit B

Contract Price, Price Limitations and Payment

The services will be billed at the rates set forth in the Contractors Proposal, dated December 18, 2013, not to exceed the total contract price of \$50,000. The services shall be billed at least monthly and the invoice for the services shall identify the person or person providing the service. Payment shall be made within 30 days of the date the service is invoiced.

State of New Hampshire Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of January, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

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

1. I am the Sole Member/Manager of the Company of Freedman HealthCare, LLC
(Name of LLC)
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Freedman HealthCare, LLC
(Name of LLC) and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

John Freedman
(Contract Signatory Signature)
1/6/17
(Date)

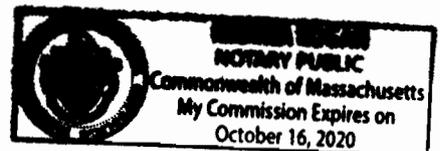
STATE OF Massachusetts
COUNTY OF Middlesex County

On this 6 day of January, 2017, before me Marina Kogan
(Name of Notary Public Justice of the Peace)
the undersigned officer, personally appeared John Freedman,
(Contract Signatory-Print Name)
known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

Marina Kogan
(Notary Public Justice of the Peace-Signature)

Commission Expires: 10/16/2020





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/16/2014

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

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

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

COVERAGES CERTIFICATE NUMBER: 2013-2014 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>			08SBAJZ0892	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/>			08SBAJZ0892	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$ 10,000			08SBAJZ0892	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08WECK4533	9/8/2012	6/14/2013	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			PHSD753876	6/14/2013	6/14/2014	Each Occurrence \$1,000,000 General Aggregate \$3,000,000

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

CERTIFICATE HOLDER CANCELLATION

New Hampshire Insurance Department 21 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/26/2013

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

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

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

COVERAGES **CERTIFICATE NUMBER: 2013-2014** **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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			08WECCM7886	6/14/2013	6/14/2014	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER New Hampshire Insurance Department 21 S. Fruit St Suite 14 Concord, MA 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 A of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, “Business Associate” shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and “Covered Entity” shall mean the New Hampshire Insurance Department.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

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

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

(2) Use and Disclosure of Protected Health Information.

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

(3) Obligations and Activities of Business Associate.

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

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

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

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

The NH Insurance Dept.

The State

Alexander K. Feldvebel

Signature of Authorized Representative

Alexander K. Feldvebel

Name of Authorized Representative

Deputy Commissioner

Title of Authorized Representative

1/10/14

Date

Freedman Healthcare, LLC

Name of the Contractor

[Signature]

Signature of Authorized Representative

John Freedman

Name of Authorized Representative

Principal

Title of Authorized Representative

1/6/14

Date