

VAR 5B



**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

Roger A. Sevigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

September 11, 2017

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

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to amend a contract with Human Services Research Institute (Vendor # 170337) of Cambridge, MA by extending the termination date from September 30, 2017 to March 31, 2018; effective upon Governor and Council approval.

The original contract to provide consulting services to improve transparency related to health insurance premiums and quality data in New Hampshire, was approved by the Governor and Council on June 7, 2017, Item # 68. 100% Federal Funds.

EXPLANATION

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

The need to extend this contract is due to a delay by another vendor in being able to provide timely support to this vendor's need for collaboration on the website display and design. The extension of time provides the opportunity for the work to be thoughtfully completed.

The New Hampshire Insurance Department respectfully requests that the Governor and Council authorize the extension of the Human Services Research Institute contract from September 30, 2017 to March 31, 2018. Your consideration of the request is appreciated.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Seigny', written over a horizontal line.

Roger A. Seigny
Commissioner

AMENDMENT

This Agreement (hereinafter called the “Amendment”) dated this 11 day of September, 2017 by and between the state of New Hampshire acting by and through the New Hampshire Insurance Department (hereinafter referred to as “NHID”) and Human Services Research Institute (hereinafter referred to as the “Contractor”).

WHEREAS, pursuant to an initial agreement (hereinafter called the “Agreement”) which was first entered into upon Governor and Council approval on June 7, 2017, agenda item #68, the Contractor agreed to perform certain services to assist the NHID in improving the health insurance premium rate review process and transparency related to quality of health data, upon the terms and conditions specified in the Agreement and in consideration of payments by NHID of certain sums specified there, and;

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

WHEREAS, due to additional work required to assist NHID in enhancing the collection and display of quality data on the Department’s NH HealthCost website;

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

1. Amendment of Agreement

- A. Amend Section 1.7 of the General Provisions by changing the date from September 30, 2017 to March 31, 2018

2. Effective Date of Amendment

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

3. Continuance of Agreement

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

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

CONTRACTOR:

Human Services Research Institute

NHID:

State of New Hampshire acting through the New Hampshire Insurance Department

By: David Hughes
David Hughes, President

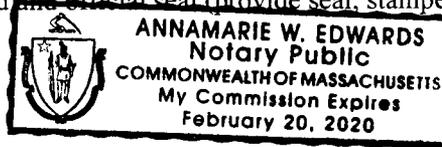
By: Roger A. Seigny
Roger A. Seigny, Commissioner

NOTARY STATEMENT

On this the 11th day of September, 2017, there appeared before me Anna Edwards (Notary Name) the undersigned officer appeared David Hughes (Designated Officer Name) who acknowledged him/herself to be President (Designated Officer Title) and that such officer, authorized to do so, executed the foregoing instrument for the purpose herein contained, by signing him/herself in the name of the Contractor.

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

By: Anna Edwards



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

By: J Christopher Marshall, Assistant Attorney General on Sept 12, 2017

APPROVAL BY THE NEW HAMPSHIRE GOVERNOR AND EXECUTIVE COUNCIL

By: _____, on _____

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 HUMAN SERVICES RESEARCH INSTITUTE is a District Of Columbia Nonprofit Corporation registered to transact business in New Hampshire on February 04, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 738451



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Steve Day, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Human Services Research Institute.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 05/01/2017:
(Date)

RESOLVED: That the HealthCost Quality
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 11 day of September, 2017.
(Date Contract Signed)

4. David Hughes is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



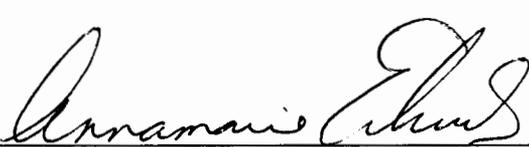
(Signature of the Elected Officer)

STATE OF MASSACHUSETTS

County of Middlesex

The forgoing instrument was acknowledged before me this 11th day of Sept, 2017.

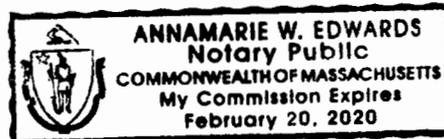
By Steve Day
(Name of Elected Officer of the Agency)

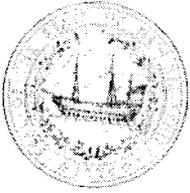


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 2/20/20





**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

Roger A. Seigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

May 18, 2017

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

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract with Human Services Research Institute (Vendor # 170337) of Cambridge, MA in the amount of \$58,410, to provide consulting services effective upon Governor and Council approval through September 30, 2017. 100% Federal Funds.

Funding is available in account titled Health Insurance Premium Review Cycle III Grant as follows, for Fiscal Years 2017:

<u>Health Insurance Premium Review Cycle III</u>	<u>FY2017</u>	<u>FY2018</u>
02-24-24-240010-88870000-046-500464 Consultants	\$20,000	\$38,410

EXPLANATION

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

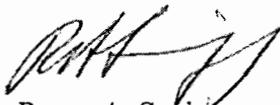
The consultant's primary responsibility will be to assist the Department to expand and improve the information on the quality of health care services on NHID's www.nhhealthcost.org website. The major deliverables for the vendor include:

- Vetting quality data for NHID review and approval;
- Making data recommendations for inclusion on NHHealthCost.org;
- Make recommendations for quality data display and integration with current data that utilize best practices in responsive web design, ADA compliance, and health care public reporting;
- Draft content language for data displays; and
- Provide documentation of data references, methodologies and processing information as well as integration of display and content language.

The Request for Proposal was posted on the Department's website April 5, 2017 and sent to past bidders for Department contract work and companies doing work in this field. Six bids were received. The bids were evaluated by NHID staff familiar with the project goals using a scoring system included in the RFP. After reviewing the bid response, the Commissioner selected the HSRI proposal as responsive and cost effective to the Request for Proposals (RFP).

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

Respectfully submitted,



Roger A. Sevigny

RRG-320 PROPOSALS EVALUATIONS

Evaluation Committee members: Tyler Brannen, Jennifer Patterson, Maureen Mustard, Martha McLeod

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

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

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

RFP/VENDOR	CONTRACTOR Meets Specific Criteria (30% or points)	CONTRACTOR Qualifications & Experience (30% or points)	PLAN of Work Timetable and Deliverables (20% or points)	Bid Price- BUDGET AMOUNT	COST (20% or points)	TOTAL SCORE (100% or Points)	Score without \$\$\$	NOTES
RFP 2017 - RRG-320 - Healthcoast Quality Data Enhancements								
Human Services Research Institute	29.00%	28.00%	17.00%	\$58,410	6.85%	80.85%	74.00%	
Freedman Healthcare	29.00%	26.00%	18.00%	\$62,305	6.42%	79.42%	73.00%	
Compass Health Analytics	25.75%	25.75%	15.75%	\$53,400	7.49%	74.74%	67.25%	
Navigant Consulting, Inc	25.00%	27.00%	16.00%	\$154,350	2.59%	70.59%	68.00%	
University of Massachusetts Medical School	22.50%	22.00%	20.00%	\$79,031	5.06%	69.56%	64.50%	
Public Consulting Group	15.00%	13.75%	8.25%	\$20,000	20.00%	57.00%	37.00%	

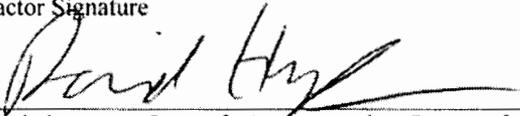
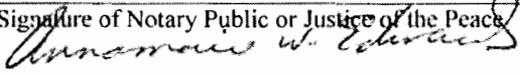
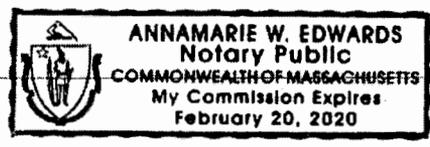
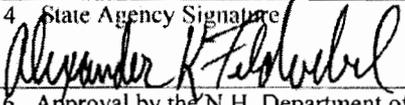
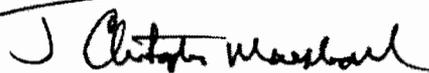
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 S. Fruit Street, Suite 14, Concord, NH 03301	
1.3 Contractor Name Human Services Research Institute		1.4 Contractor Address 2336 Massachusetts Ave., Cambridge, MA 02140	
1.5 Contractor Phone Number 617-876-0426	1.6 Account Number 02-24-24-240010-88870000-046-500464	1.7 Completion Date September 30, 2017	1.8 Price Limitation \$58,410
1.9 Contracting Officer for State Agency Alexander Feldvebel, Deputy Commissioner		1.10 State Agency Telephone Number 603-271-2261	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory David Hughes, President	
1.13 Acknowledgement: State of <u>Massachusetts</u> , County of <u>Middlesex</u> On <u>May 16th</u> , 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Alexander K. Feldvebel, Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>May 22, 2017</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials

Date 5/16/17

Human Services Research Institute

2017 RRG-320

HealthCost Quality Data Enhancement

Exhibit A

Scope of Services

Summary of Services to be provided:

1. Meet with staff NH Insurance Department (NHID) to finalize the work plan and have initial discussions on the project tasks;
2. Deliver and present a final work plan to the NH Insurance Department (NHID) for approval;
3. Identify and/or develop criteria for vetting quality data for NHID review and approval.
4. Conduct an environmental scan of data sources to determine the measures most appropriate for NHHealthCost.org.
5. Present data recommendations for inclusion on NHHealthCost.org that meet the review criteria, for NHID review and feedback.
6. Make recommendations to NHID for quality data display and integration with current data that utilize best practices in responsive web design, ADA compliance, and health care public reporting.
7. Draft content manuscripts for data display to NHID.
8. Finalize recommendations and present to NHID for approval
9. Provide documentation of data references, methodologies and processing information used to determine quality as well as integration of display and content manuscripts.
10. The contractor shall performed all other tasks as described in the 2017 RRG320-HealthCost Quality Data Enhancements (attached) and the Bid response (attached) which are incorporated by this reference.

5/16/17
AK



Proposal for HealthCost Quality Data Enhancements

RFP 2017-RRG-320

Human Services Research Institute
May 3, 2017

David Hughes, President
dhughes@hsri.org
617-876-0426, x2527

Human Services Research Institute
www.hsri.org
Cambridge, MA

Contents

Executive Summary	i
1. Technical Approach	1
A. Reviewing and analyzing health care quality data	1
Task 1: Determine Criteria	1
Task 2: Conduct Environmental Scan.....	1
Task 3: Present Data Recommendations	2
Task 4: Present Display Recommendations	2
Task 5: Final Recommendations & Data Specifications	2
B. Understanding the target audience.....	3
C. Communicating effectively via the web.....	3
D. Organizing data and communicating key points	4
2. Qualifications and Experience of Key Personnel	6
Bios of proposed staff.....	6
3. Cost.....	8
4. Work Plan and Deliverables.....	10
5. Conflict of Interest Statement	11
6. Past Performance	12
Appendix A Resumes.....	14

Executive Summary

The Human Services Research Institute (HSRI) is pleased to submit this proposal to the New Hampshire Insurance Department (NHID) to support an enhanced provider quality section on the NH HealthCost website (www.nhhealthcost.org). We've extensively researched the issues and best practices around health care quality data for consumer and provider audiences, and we've applied this knowledge for state-level projects in New Hampshire, Maine, Vermont, and Colorado. As a result, we have the necessary insights to quickly generate recommendations for NHID. Our proposed approach also capitalizes on our thorough understanding of the range of available health quality metrics.

- Using Centers for Medicare & Medicaid Services grant funds aimed at promoting health care transparency and the triple aim, HSRI and the Maine Health Data Organization (MHDO) partnered to develop CompareMaine, a health care transparency website that makes use of best practices and design principles in the display of cost and quality information. As part of this process, we worked with a consumer advisory group, conducted focus groups with Maine consumers, and conducted website usability studies. The feedback we received was essential to creating a user-friendly site, and CompareMaine is now receiving national accolades for its comprehensiveness and ease of use, including from *Consumer Reports*.
- In 2015, we examined potential options and best practices for delivering health care cost and quality information to consumers via the web. This work, performed for the Green Mountain Care Board (GMCB) in Vermont, culminated in the *Consumer Information and Price Transparency Report* for the state legislature. In addition to helping GMCB gauge the feasibility of administering a public-facing transparency website, we provided recommendations on how they could adhere to best practices and emerging standards to empower Vermont residents to make informed decisions.
- Members of our proposed team have worked with NHID to design the user interface and cost and quality displays on HealthCost. They have also sourced and written content for the site to assist consumers in making health care decisions, and they continue to work with NHID to provide quality assurance testing of existing SAS code, producing the quarterly cost estimate updates and recommending and implementing methodological changes for the display of cost information.

This experience is strengthened by our familiarity with All-Payer Claims Databases (APCD) and other systems for warehousing health data, our extensive experience using claims data for our own research purposes as a consultant to federal and state agencies, and our highly successful track record of designing and executing systems to collect, clean, and consolidate data for large-scale state and national level efforts. We can leverage this familiarity and experience as a springboard for our work in New Hampshire.

About Us

HSRI is a nonprofit corporation founded in 1976 and headquartered in Cambridge, Massachusetts. Our researchers, data scientists, and policy analysts work with government agencies to improve public health services and systems—and to improve the quality of the data for health and human services policy reform. Our goal is simple: To improve data so that it can be used to guide meaningful action.

In our 40 years of operation, we've applied multidisciplinary expertise to project work with clients at the federal, state, county and program levels, performing research and consulting projects for 28 federal agencies, 49 states and over 100 counties and cities.

We offer:

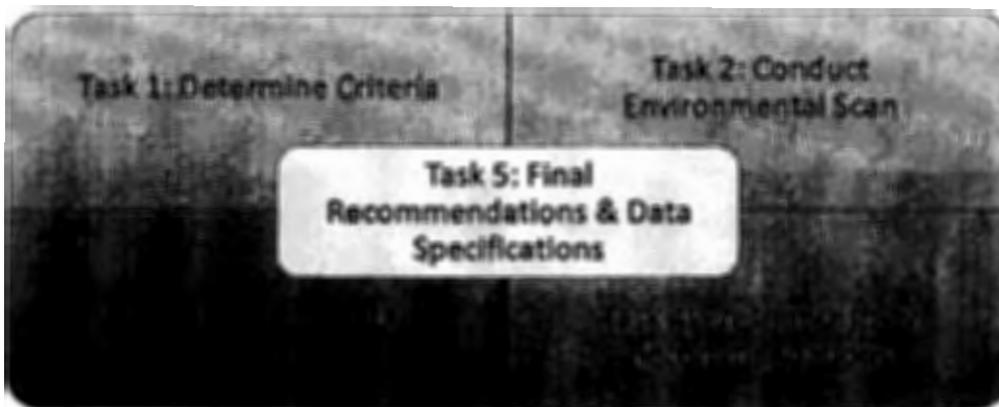
- Deep understanding of models and systems across the health and human services sectors
- Collaborative approaches to anticipate our clients' changing needs and adapt to shifting priorities, all while focusing on a project's long-term goals
- Distinguished 20-year track record of collecting, validating, standardizing, enhancing, analyzing, using, and supporting health claims data
- Extensive standard operating procedures and data quality improvement procedures that guide our work and ensure accuracy in documenting methodologies and processing data files from the point of reception (source data files) to the final report
- Proven expertise, experience, and capacity working with payers, hospitals, state officials, data users and other organizations to develop and maintain data collection tools, state-level health data warehouses, and health care transparency websites
- Firsthand experience working with user groups to develop common definitions of data quality for claims data and to define metrics for measurement and reporting
- Notable 40-year track record of successful project management and delivering high-quality solutions on time and budget, using the newest technologies

1. Technical Approach

To empower consumers as purchasers of health insurance and health care services, the NHID is improving and expanding the quality information available on HealthCost. The additional quality data, links, or integrated sources—combined with the existing measures already on the HealthCost website on patient experience, stroke care, time and effectiveness, and venous thromboembolism—will enable consumers to better evaluate the value of services. With our team’s extensive experience researching, recommending, analyzing, and presenting health care quality measures, we are well positioned to support NHID in this effort.

A. Reviewing and analyzing health care quality data

The following provides the specifics of our approach and methodology for the four project tasks that contribute to the final report. Each task will result in an interim deliverable of findings, which we will incorporate in the final report. This will allow the NHID to track the progress of the project work and provide input and feedback along the way. The workplan (Section 4) provides further detail on the timelines associated with our approach.



Task 1: Determine Criteria

Our team will work with the NHID to identify appropriate criteria for vetting data. We’ll use these criteria to select measures and make recommendations on how to organize, describe, and present the additional quality information on HealthCost.

Task 2: Conduct Environmental Scan

A thorough review of data sources is required to determine the measures most appropriate for HealthCost. After conducting an environmental scan, HSRI will explore the inclusion of data measures from secondary sources such as the following:

- Agency for Healthcare Research and Quality (AHRQ)
- CMS Claims Data
- CMS Hospital Compare
- CMS Hospital and Consumer Assessment of Healthcare Providers and Systems (HCAHPS)

- Healthcare Cost and Utilization Project (HCUP)
- Healthcare Effectiveness Data and Information Set (HEDIS)
- Joint Commission
- Leapfrog
- National Healthcare Safety Network (NHSN)
- New Hampshire Comprehensive Health Care Information System (NHCHIS)
- Medicare Provider Analysis and Review (MEDPAR)

We'll review measures for the following criteria, as well as any requested by the NHID:

- Usefulness to the NH consumer
- Ease of obtaining and updating data
- Alignment with procedures on HealthCost
- Alignment with providers on HealthCost
- Methods by which data are obtained, cleaned, and analyzed
- Any endorsements, such as by the National Quality Forum
- Use by other consumer health care transparency sites

Task 3: Present Data Recommendations

Once we have identified candidate data sources and measures, we'll present preliminary measure recommendations to be reviewed and approved by the NHID.

Recommendations will include how each measure scored on a set of pre-determined criteria, like those mentioned above. As researchers, we believe that any data coming into and moving through a system must be processed using well-documented, consistent, and reliable methods. We will only recommend measures that meet these standards.

The NHID will review the recommendations and select measure(s) of interest to be added to HealthCost. We'll then focus our final research and recommendations on those specific measures.

Task 4: Present Display Recommendations

Utilizing best practices in responsive web design, ADA compliance, and health care public reporting as guides, we'll provide recommendations on how to organize, describe, and display the additional quality data on HealthCost with the goal of empowering consumers to use the information to choose high-value (cost and quality) providers. Taking into account the existing website content, design, and information architecture, we'll create visual displays and content manuscripts for NHID's review. Feedback will be incorporated into the final deliverable which the NHID and Web and Mobile Development (WMD) can use during development processes to ensure successful implementation and ongoing maintenance.

Task 5: Final Recommendations & Data Specifications

The final deliverable to the NHID will identify the agreed upon quality measures and will clearly and concisely document data references, vintage information, methodologies, and processing information, including any calculations used to determine quality. It will also include recommendations as how to best integrate each specific measure into the current HealthCost display or recommendations for a new display.

B. Understanding the target audience

HSRI has been at the forefront of designing user-facing health care transparency websites, conducting usability testing, and researching consumer health care shopping behavior—and our proposed team has a deep understanding of the target audiences for these sites.

Since 2013 we've worked with the Maine Health Data Organization to transform HealthCost, one of the first consumer transparency sites, into CompareMaine—a responsive, consumer-driven, ADA-compliant cost and quality website that features more than 200 procedures and 170 facilities in the state of Maine. A large underpinning of this transformation was actively seeking and utilizing input from consumers. We convened a dedicated Consumer Advisory Group that met regularly to discuss key design elements, supporting content, and data methodologies. We vetted working-prototypes with the Consumer Advisory Group, with consumers, and with health care professionals through focus groups and usability studies, and we used the findings to enhance the overall website user interface and experience.

Health care providers, researchers, policy makers, employers, and advocacy organizations are also important target audiences of HealthCost. As a group of researchers, our team has experience using these data and working with others who use these data to analyze and evaluate health and behavioral health regulations, funding streams, service use patterns, service costs, and the service needs of special populations. This experience aids us in designing health data systems that help states manage their information assets, retrieve relevant information quickly and efficiently, insure the reliability of data submitted, and display the information in user-friendly formats so users can easily drill-down to view information that matches their needs and levels of interest.

C. Communicating effectively via the web

We combine our knowledge of complicated health care data with our understanding of the consumer audience to effectively communicate information about health care quality through the web. When communicating about quality, the information should be easy to understand, match what consumers care about, be actionable and relevant, and contain evidenced-based quality measures to guide the consumer in assessing which providers offer high-value health care services.¹ Consumers must be able to make a choice in a reasonable amount of time and be motivated to use the information.²

¹ Hibbard, J.H., Greene, J., and Daniel, D. (2010). What is Quality Anyway? Performance Reports that Clearly Communicate to Consumers the Meaning of Quality of Care, *Medical Care Research Review*, 67(3), 275-293; 1 Hibbard, J.H., Greene, J., Sofaer, S., Firminger, K. & Hirsh, J. (2012). An Experiment Shows that a Well-Designed Report on Costs and Quality Can Help Consumers Choose High-Value Health Care, *Health Affairs*, 31(3), 560-568; Wu, T. & Swift, E.K. (2014). Consumer-Oriented Design Issues for Quality and Public Reporting Program Websites, Prepared for the Centers for Medicare & Medicaid Services by NORC at the University of Chicago.

² Peters, E., Dieckmann, N., Dixon, A., Hibbard, J.H. & Mertz, C.K. (2007). Less Is More in Presenting Quality Information to Consumers, *Medical Care Research and Review*, 64(2), 169-90.

We're proud that our work on CompareMaine is receiving national accolades and noted as an exemplar transparency site:

- *Consumer Reports* ranked the site as the second best stand-alone website³
- Catalyst for Payment Reform gave the site one of only 3 As in the 2016 Report Card on State Price Transparency⁴
- National Association of Health Data Organizations gave the site the 2016 Innovation in Data Dissemination Award⁵

Separately, in our work with the Green Mountain Care Board, we evaluated potential models for providing consumers with information via the web about the cost and quality of health care services available to Vermonters. As part of this work, summed up in the *Consumer Information and Price Transparency Report*, we analyzed 49 health care transparency websites, interviewed directors of 13 of these sites, and performed a comprehensive literature review. We identified best practices in public reporting, which include but are not limited to: implementing reporting categories, defining quality elements, distinguishing performance in a user-friendly format, aligning cost and quality data, explaining methodologies, and providing supporting resources. Aside from visual aids, this information can be presented in numerous formats, including audio, text video, downloadable PDFs, links to external websites, and interactive tools.

Keeping in mind consumers' level of health literacy, we'll provide recommendations on how the data should be organized, described, and displayed on HealthCost to help consumers overcome barriers to accessing and using information that can help them choose high-value providers.

D. Organizing data and communicating key points

Before information can be displayed and publicly reported, the approved data sets must be collected, validated, standardized, enhanced, and analyzed. Our extensive Data Quality Improvement Procedures will ensure accuracy and clarity in documenting methodologies, allowing regular HealthCost updates to be maintained and properly implemented by the NHID at no more than five percent (5%) of a full time equivalent (FTE).

Establishing a clear hierarchy of information, both within the data display and supporting content, is also critical for ensuring that target audiences can quickly and easily access the levels of information they're most interested in. Utilizing HealthCost's existing content strategy and site map as guides, HSRI will organize information and draft language that meets consumers' health literacy needs.

Organizing the data into frameworks coincides with deepening consumers' understanding of health care quality and quality measures. Cognitive burden can be reduced by implementing a framework that is easily apparent to users, improving the likelihood that consumers can use the information to make actionable decisions in regard to the health care value of providers.⁶ HSRI and MHDO successfully created a framework for CompareMaine that integrates quality data derived from secondary sources

³ http://www.consumerreports.org/media-room/press-releases/2016/11/save_money_and_get_the_best_care_from_your_health_plan/

⁴ <https://www.catalyze.org/wp-content/uploads/2017/04/2016-PT-Report-Card-PR.pdf>

⁵ <https://www.nahdo.org/node/650>

⁶ Peters et al., 2007; Hibbard et al., 2010

alongside cost information. Several studies have found that when cost data are displayed alone, consumers often erroneously equate high price with high quality. HSRI will explore opportunities for strengthening the alignment of cost and quality data to empower consumers in making value-based health care purchasing decisions.

2. Qualifications and Experience of Key Personnel

HSRI has over 20 years' experience collecting, validating, standardizing, enhancing, analyzing, and reporting on health claims data. The team we propose is currently working with the NHID on updates and improvements on the cost reporting on NH HealthCost. They were also involved in updating and maintaining Maine's HealthCost website and recently replaced that site with a new healthcare cost and transparency site, CompareMaine (www.comparemaine.org) one of the first transparency websites to display cost and quality information side by side. Currently, members of the team provide quality control, create (and when necessary, revise) the methodology, analyze and produce cost and quality estimates, conduct an extensive facility and payer review period, and perform updates for CompareMaine.

In addition, the same team recently conducted an extensive review of best practices and the state of the field for health care transparency websites for the Green Mountain Care Board (GMCB) in Vermont.

With our firsthand experience creating health care transparency methodologies, we can provide expertise on best practices for presenting and analyzing quality data for NH HealthCost. This team has demonstrated its ability to ensure that all tasks will be accomplished effectively and efficiently given the short project timeline. Leanne Candura will serve as Project Director; Margaret Mulcahy as Health Data Analyst; Melissa Hillmyer as User Engagement Strategist and Project Manager; and Aleena Khan as Health Data Research Analyst. All staff assigned to this project have direct, relevant experience and expertise to effectively and efficiently provide the NHID with recommendations to enhance the provider quality section of NH HealthCost.

Our management systems emphasize communication within the HSRI team and with our clients. Ongoing communication provides the best opportunity for early identification, correction, and prevention of issues and project delays. We will develop a communication infrastructure to ensure consistent and timely communication between our team and the NHID. This infrastructure will include multiple communication channels and structures, including face-to-face and teleconference meetings, and a system for monitoring project deliverables.

Bios of proposed staff

Leanne Candura – Project Director

Ms. Candura is the director of HSRI's population health team and has more than 15 years of experience in the field of public health research with a focus on health data. She currently serves as the project manager for the NHID HealthCost cost data updates and for MHDO's Data Warehouse, overseeing the development and implementation of a highly secure and robust data warehouse to collect and house Maine health care claims, encounter and eligibility data, hospital financial data and other related information—and for the ongoing related work on CompareMaine. She is also the Engagement Lead on a data warehouse and reporting project with the Colorado Center for Improving Value in Health Care (CIVHC). In these roles, Ms. Candura works with all stakeholders to develop strategies to achieve project objectives on schedule and on budget. A highly effective leader, problem solver and relationship builder, she has proven success working effectively and collaboratively with all project staff through complex projects. Previously she served as the assistant project director of the Data Analysis Coordination and Consolidation Center project for SAMHSA's Center for Substance Abuse Prevention, a 5-year, \$25 million project.

Margaret Mulcahy – Health Data Analyst

Ms. Mulcahy is a research analyst with HSRI's population health team. She currently leads the analysis work to maintain the SAS code and update the cost data for NH HealthCost. Ms. Mulcahy also leads the cost analysis work on CompareMaine, a project with the Maine Health Data Organization funded by CMS grants to improve health cost transparency. Her primary responsibilities in this regard are to oversee research related to health care cost and quality transparency, analyze medical claims data, develop the methodology for calculating the average cost of common medical procedures, and support the development and maintenance of Maine's health care transparency website. Previously, Ms. Mulcahy worked on the data analysis team of the Data Analysis Coordination and Consolidation Center project for SAMHSA's Center for Substance Abuse Prevention. In this role she cleaned, analyzed, and reported on data from several federally funded substance abuse prevention programs.

Melissa Hillmyer – User Engagement Strategist/Project Manager

Ms. Hillmyer is a project manager with HSRI's population health team. She has more than 10 years of experience in marketing and communications, with a focus on health care transparency. Ms. Hillmyer currently serves as the assistant project manager for the Maine Health Data Organization's health care transparency website, CompareMaine, working to create meaningful user experiences and engaging information on Maine's health care costs and quality for consumers, providers, employers, and other key stakeholders. In this role, she coordinates efforts among stakeholders to develop comprehensive strategies and execute project deliverables on schedule and budget. Action-oriented and client-focused, Ms. Hillmyer is a highly effective and resourceful strategist with a proven track record of successfully developing, managing, and executing multi-stakeholder marketing and web communications strategies and campaigns from initial conception to deployment. She previously served as the account strategist at Wowza, Inc., where she led health care transparency and user engagement efforts for CompareMaine, MONAHRQ, NH HealthCost, Utah HealthScape and several Robert Wood Johnson Foundation Aligning Forces for Quality communities.

Aleena Khan – Health Data Research Analyst

Ms. Khan is a research assistant with HSRI's population health team and works primarily on projects related to health data. Ms. Khan takes the lead on obtaining and tracking code lists across projects and coordinating their import into data warehouses with the architecture team. She reviews health care claims and eligibility data to detect and track data anomalies, inconsistencies, and outliers and drafts data anomaly remediation forms where necessary. She also assists in ad hoc analysis requests and in developing data visualizations for reports. Previously, she served as an intern for Massachusetts State Representative and Vice-Chair of the Public Health Committee Ruth Balseer.

Resumes for all proposed staff can be found in Appendix A.

3. Cost

HSRI proposes a not-to-exceed limit of \$58,410 to assist the NHID with enhancing the provider quality section on the HealthCost website. The budget we are proposing is based on a four-month period: from June 1, 2017 to September 30, 2017. The budget includes labor and other material expenses such as computer services, supplies, telecommunications, prints/copies, and travel. A summary of costs is shown in Exhibit 1.

Exhibit 1. Cost Summary

Item	Not-to-Exceed Cost
Labor	\$55,270
Computer Services/Hardware	\$1,105
Supplies	\$625
Telecommunications	\$740
Prints/Copies	\$130
Travel	\$540
Total	\$58,410

Labor Costs

HSRI's labor costs include four proposed staff members: Leanne Candura, Margaret Mulcahy, Melissa Hillmyer and Aleena Khan. Hourly rates are inclusive of direct labor, fringe, and overhead. Rates and availability for proposed staff are shown in Exhibit 2.

Exhibit 2. Hourly Rates

Staff	Hourly Rate	Total Hours Available
Leanne Candura	\$123.55	116
Margaret Mulcahy	\$73.49	236
Melissa Hillmyer	\$70.35	192
Aleena Khan	\$42.00	240

HSRI has calculated labor costs based on time estimates for each task: 1) the kickoff meeting and developing the criteria, 2) conducting the environmental scan, 3) drafting and presenting data recommendations, 4) drafting and presenting display recommendations, and 5) presenting final recommendations and data specifications. HSRI does not expect labor costs to exceed \$55,270. The timeline for the tasks is described in Section 4: Workplan and Deliverables.

Exhibit 3. Labor Not-to-Exceed Limits

Task	Labor Costs (not-to-exceed)
Task 1: Kickoff Meeting and Determine Criteria	\$10,720
Task 2: Conduct Environmental Scan	\$7,835
Task 3: Present Data Recommendations	\$11,170
Task 4: Present Display Recommendations	\$15,935
Task 5: Final Recommendations and Data Specifications	\$9,610

Other Material Expenses

HSRI calculates costs for computer services, supplies, telecommunication, and prints/copies based on set percentages of labor costs. HSRI's finance department has determined these calculations based on previous contracts of similar size and scope. Costs for other materials are based on the not-to-exceed limits for labor shown in Exhibit 3.

HSRI's budget includes \$1,105 for computer services. These costs consist of standard computer service costs such as project software, hardware/software support, internet, email, and other daily computer needs. These costs are based on historical costs and are set at 2.0% of labor costs and applied to all contracts.

HSRI has budgeted \$625 for office supplies. These costs are based on 1.13% of labor costs and applied to all contracts.

HSRI has budgeted \$740 for telecommunications including office phone, and cellphone if needed, for project work. These costs are based on historical costs and are set at 1.34% of labor costs and applied to all contracts.

HSRI has budgeted \$130 for prints/copies. These costs are based on 0.24% of labor costs and applied to all contracts.

Travel

HSRI has included travel costs for two staff to attend two meetings at the New Hampshire Insurance Department in Concord, NH. HSRI has budgeted for a kickoff meeting and for one additional in-person meeting. Travel costs will not exceed \$540. Travel costs include a meal per diem of \$59.00; and mileage for a 140-mile roundtrip from Cambridge, MA to Concord, NH calculated at the federal mileage rate of \$0.535 per mile.

Resource Availability

HSRI does not anticipate resources to be limited or inaccessible at any point during the contract period.

4. Work Plan and Deliverables

Sound project planning is essential to the success of project work. Our team is committed to working with the NHID to ensure the project plan meets NHID's needs and has full approval before activity begins. Our team has proven itself in similar projects (described in the preceding sections and in Section 6) to be adept at utilizing sound project management approaches to execute project deliverables like those listed below on time and within budget.

The deliverables listed in the following table are based on the tasks outlined in Section 1a. When developing products for a client, we view the process as iterative: We first deliver high-priority products, and we improve upon those and address issues as they arise in subsequent iterations. We've found that this iterative process encourages feedback, keeps the project progressing efficiently, and results in a higher-quality deliverable.

The timeline below provides rough estimates of when the deliverable tasks are expected to be completed. A detailed workplan will be developed after the project kickoff meeting that will align with the time available through September.

Timeline

Task	2017				
	May	June	July	Aug.	Sept.
Task One					
Kickoff Meeting		■			
Determine Criteria for Vetting Data		■			
Task Two					
Conduct Environmental Scan			■		
Research Data Sources and Measures			■		
Task Three					
Draft Data Recommendations			■	■	
Present Data Recommendations				■	
Task Four					
Recommend Data Displays and Integrations				■	■
Draft Supporting Content				■	■
Task Five					
Finalize Data Recommendations and Report on Data Specifications, Integrations, Displays, and Content				■	■

5. Conflict of Interest Statement

There are no known actual or potential conflicts of interest.

6. Past Performance

As shown below, HSRI has engaged in several health data projects over the past 5 years that have focused on high-quality data for decision-making, including several projects that aim to raise consumer awareness and engagement.

References – HSRI

Quality Assurance Testing of the New Hampshire Comprehensive Health Care Information System

Agency/Organization: New Hampshire Insurance Department

Dates: 2016 - Present

Reference:

Maureen Mustard, Health Care Statistician, NHID

Phone: (603) 271-3786

Relevance: HSRI is supporting the NHID in the quality assurance testing of the New Hampshire Comprehensive Health Care Information System (NHCHIS) by examining and documenting health insurance claims data used for HealthCost; conducting quality checks; delivering quality reports and recommended resolutions; and by reviewing and providing recommendations for an updated SAS code to produce rates on HealthCost.

Vermont Consumer Information and Price Transparency Evaluation

Agency/Organization: Green Mountain Care Board

Dates: 2015

Reference:

Susan Barrett, Executive Director, VT Green Mountain Care Board

Phone: (802) 828-2919

Relevance: HSRI evaluated potential Internet-based models for providing consumers with information about the cost and quality of health care services available to Vermonters. The evaluation included a review of existing sites and platforms currently in use, including HealthCost; a comparison of existing sites to best practices in public reporting; a feasibility study; and a comprehensive literature review. HSRI worked with NORC and with consultants from the University of Oregon and Policy Integrity.

State of Maine Data Center Enhancement to Improve Health Cost Transparency (CompareMaine)

Agency/Organization: Maine Health Data Organization

Dates: 2013 - present

Reference:

Karynlee Harrington, MHDO Acting Executive Director

Phone: (207) 446-0890

Relevance: Because of the successful collaboration on the data warehouse project (see below), MHDO partnered with HSRI (and NORC and web design firm Wowza) and received a grant from CMS to expand its online health data resources and improve the usability of its health data website. The CMS grant is part of the Health Insurance Rate Review Program (Cycles III and IV), which provides

grants to states to support health insurance rate review and increase transparency in health care pricing. Building on the existing functionality of MHDO's health data websites, and taking advantage of the data warehouse infrastructure implemented by HSRI and NORC, HSRI first enhanced MHDO's existing HealthCost website by adding almost 200 additional procedures (mhdop.maine.gov/healthcost2014). HSRI then rolled out an enhanced website, CompareMaine, that further integrates cost and quality data on health services in Maine to provide more comprehensive and useful information to consumers, providers, employers, and other key stakeholders. HSRI worked with multiple stakeholders and advisory groups to ensure the utility of the new site across its range of users.

Appendix A Resumes



Leanne Candura, MPH
Director, Population Health Team

Profile

As director of HSRI's Population Health Team, Leanne oversees HSRI's services aimed at improving the quality, availability, and use of population health data for states, providers, policymakers, researchers, and consumers. In addition, she directs the organization's consulting and data system architecting activities for states' all-payer claims databases and decision-support tools for consumers, such as health care cost and quality reporting websites.

Selected Project Experience

CIVHC Engagement Lead, *Colorado Center for Improving Value in Health Care Data Warehouse Project*

Funder: Center for Improving Value in Healthcare (CIVHC) | Dates: 2016 - Present
Contribution: Responsible for overseeing all project activities and client relations. HSRI and its partners are developing a highly secure and robust data warehouse and reporting platform for Colorado's APCD. This platform will be used to collect and house health care claims and eligibility data and enable full featured public reporting and analytics.

Project Manager, *QA Testing of the New Hampshire Comprehensive Health Information System*

Funder: New Hampshire Health Insurance Department | Dates: 2016 - Present
Contribution: Responsible for overseeing all project activities and ensuring project objectives are achieved on schedule and on budget. HSRI is supporting the NHID in the quality assurance testing of the New Hampshire Comprehensive Health Information System (NHCHIS) by examining and documenting health insurance claims data used for HealthCost; conducting quality checks; delivering quality reports and recommended resolutions; and by reviewing and providing recommendations for an updated SAS code to produce rates on HealthCost.

Project Manager/ Product Owner, *Maine Health Data Organization Data Warehouse Project*

Funder: Maine Health Data Organization (MHDO) | Dates: 2013 - Present
Contribution: Responsible for overseeing all project activities and ensuring project objectives are achieved on schedule and on budget. As a part of this ten-year contract with the State of Maine, HSRI and its partners are building a highly secure and robust data warehouse to collect and house health care claims, encounter and eligibility data, hospital financial data and other related information. The role of project manager/product owner involves overseeing all project tasks and subcontractors, and responsibility for assessing and tracking the quality of all data coming in and out of the Data Warehouse. Also included in this role is developing standard protocols for all processes involved in the oversight and management of the project, including developing data validation protocols.

Education

MPH
University of
Massachusetts at Amherst
Northampton, MA

BA
Stonehill College
Easton, MA
(Sociology)

Professional Experience

Director, Population Health Team
(2017-present)
Senior Project Manager/ Research Associate
(2007-2016)
Research Analyst
(2006-2007)
Human Services Research Institute
Cambridge, MA

Research Assistant
OMNI Research and Training
Denver, CO
(2003-2006)

Researcher
United Way of Larimer County/ Larimer County
Dept. of Health and Human Services
Fort Collins, CO
(2001-2003)

Other Project Experience

Project Manager, State of Maine Data Center Enhancement to Improve Health Cost Transparency – CMS Cycle IV Rate Review Grant

Funder: CMS | Dates: 2014 - 2016

Contribution: Responsible for overseeing all project activities ensuring project objectives are achieved on schedule and on budget. The Maine Health Data Organization (MHDO) received a grant from the Centers for Medicare and Medicaid Services to further integrate and enhance its cost and quality data to provide more comprehensive and useful information to consumers, providers, employers, and other key stakeholders. MHDO will develop ways to improve access to and dissemination of its wealth of data to further promote cost and quality transparency. MHDO has contracted with HSRI and its partner NORC to perform this work.

Project Manager, State of Maine Data Center Enhancement to Improve Health Cost Transparency – CMS Cycle III Rate Review Grant

Funder: CMS | Dates: 2013 - 2015

Contribution: Responsible for overseeing all project activities ensuring project objectives are achieved on schedule and on budget. The Maine Health Data Organization (MHDO) received a grant from the Centers for Medicare and Medicaid Services (CMS) to expand its online health data resources and improve the usability of its health data website. MHDO has contracted with HSRI and its partner NORC to perform this work. Building upon the existing functionality of its current health data websites, and taking advantage of the new data warehouse infrastructure already under development by HSRI and NORC, MHDO is using this grant funding to further integrate its cost and quality data to provide more comprehensive and useful information to consumers, providers, employers, and other key stakeholders online.

Project Director, Evaluation of Models for Internet Consumer Health Care Cost and Quality Information

Funder: Vermont Green Mountain Care Board | Dates: 2015

Contribution: Responsible for overseeing all project activities ensuring project objectives are achieved on schedule and on budget. HSRI is evaluating potential models for providing consumers with information via the internet about the cost and quality of health care services available to Vermont Residents. As Project Director, contributed to authoring report for VT Legislature and for overseeing all project activities ensuring project objectives are achieved on schedule and on budget.

Assistant Project Director, Data Analysis Coordination and Consolidation Center (DACCC)

Funder: SAMHSA-CSAP | Dates: 2010 – 2012

Project Manager, Data Analysis Coordination and Consolidation Center (DACCC)

Funder: SAMHSA-CSAP | Dates: 2007 – 2010

Contribution: The DACCC was designed to provide a centralized, comprehensive and coordinated data and analytic resource (for process, capacity, outcome and trend data at all levels of analysis including individual, project, community, state and national) for accountability, program planning, and policy decisions for CSAP. The DACCC also supported CSAP program staff in their planning processes, implementation and oversight of sponsored programs, and in the provision of guidance to grantees and to the field. The role of assistant project director involved all aspects of DACCC activities to ensure that procedures and timelines were being developed and followed, deliverables were met and tailored to specified audience, subcontractor work was coordinated, stakeholders were being included in project work, and budgets were followed.

Selected Publications and Presentations

Candura, L. & Harrington, K. (2016, October). *Consumer Facing Websites for APCDs*. Presentation at the annual meeting of the National Association of Health Data Organizations, Minneapolis, MN.

Candura, L. (2014, October). *From Data to Database*. Presentation at the annual meeting of the National Association of Health Data Organizations, San Diego, CA.

Co-Author: Accountability Report, Volume V: FY 2006, Rockville, MD: Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration, 2007.

Co-Author: Trends and Directions in Substance Abuse Prevention, Volume V: 2002-2005, Rockville, MD: Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration, 2007.

Co-Author: National Outcome Measures: State-Level Trends, Volume I: 2002-2005. Rockville, MD: Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration, 2007.

Co-Author: Accountability Report, Volume IV: FY 2005, Rockville, MD: Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration, 2006.

Co-Author: Trends and Directions in Substance Abuse Prevention, Volume IV: 2002-2004, Rockville, MD: Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration, 2006.

Bobbitt, L., Green, S., Candura, L., & Morgan, G.A. (2005). The Development of a County Level Index of Well-Being. *Social Indicators Research*, 73(1), 19 – 42.



Margaret Mulcahy, MA

Research Associate

Profile

Margaret Mulcahy serves as a Research Associate on the Population Health Team and brings over 10 years of research experience. She specializes in consumer-oriented healthcare transparency websites and is responsible for researching healthcare cost and quality transparency, analyzing medical claims data, developing methodologies for calculating the average cost of common medical procedures, and supporting the development and maintenance of healthcare transparency websites.

Selected Project Experience

Research Associate, QA Testing of the New Hampshire Comprehensive Health Information System

Funder: New Hampshire Health Insurance Department | Dates: 2016 - Present
Contribution: HSRI is supporting the NHID in the quality assurance testing of the New Hampshire Comprehensive Health Information System (NHCHIS) by examining and documenting health insurance claims data used for HealthCost; conducting quality checks; delivering quality reports and recommended resolutions; and by reviewing and providing recommendations for an updated SAS code to produce rates on HealthCost. Ms. Mulcahy is responsible for leading the team, coordinating with NHID, overseeing the quality assurance testing of the claims data, the enhancement and modification of the SAS code used to produce health care service cost estimates, the development of the methodology for calculating the median cost of common medical and dental procedures, and the analysis and quality assurance testing of the rate estimates.

Research Associate, State of Maine Data Center Enhancement to Improve Health Cost Transparency – CMS Cycle IV Rate Review

Funder: CMS | Dates: 2014 - Present
Contribution: The Maine Health Data Organization (MHDO) received a grant from the Centers for Medicare and Medicaid Services to further integrate and enhance its cost and quality data to provide more comprehensive and useful information to consumers, providers, employers, and other key stakeholders. MHDO will develop ways to improve access to and dissemination of its wealth of data to further promote cost and quality transparency. MHDO has contracted with HSRI and its partner NORC to perform this work. Ms. Mulcahy is responsible for leading the team and overseeing the research of healthcare cost and quality transparency, the analysis of medical claims data, development of the methodology for calculating the average cost of common medical procedures, and the support the development and maintenance of Maine's healthcare transparency website.

Education

MA

Brown University
Providence, RI
(Sociology)

BA

Harvard University
Cambridge, MA
(Sociology)

Professional Experience

Research Associate

(2015-present)

Research Analyst

(2013-2015)

Research Analyst

(2009-2011)

Human Services Research
Institute
Cambridge, MA

Research Assistant

Goodman Research Group
Cambridge, MA
(2007-2009)

Intern

EcoLogic Development
Fund
Cambridge, MA
(2007)

Policy Intern

Fundacion Banco de
Alimentos
Buenos Aires, Argentina
(2006)

DWI Intern

Onondaga County
District Attorney's Office
Syracuse, NY
(2005)

Other Project Experience

Research Associate, *State of Maine Data Center Enhancement to Improve Health Cost Transparency – CMS Cycle III Rate Review*

Funder: **CMS** | Dates: **2013 - 2015**

Contribution: The Maine Health Data Organization (MHDO) received a grant from the Centers for Medicare and Medicaid Services (CMS) to expand its online health data resources and improve the usability of its health data website. MHDO has contracted with HSRI and its partner NORC to perform this work. Building upon the existing functionality of its current health data websites, and taking advantage of the new data warehouse infrastructure already under development by HSRI and NORC, MHDO is using this grant funding to further integrate its cost and quality data to provide more comprehensive and useful information to consumers, providers, employers, and other key stakeholders online. Ms. Mulcahy is responsible for leading the team and overseeing the research of healthcare cost and quality transparency, and the analysis of medical claims data. She developed the methodology for calculating the average cost of common medical procedures, and supported the development and maintenance of Maine's healthcare transparency website.

Research Analyst, *Evaluation of Models for Internet Consumer Health Care Cost and Quality Information*

Funder: **Vermont Green Mountain Care Board** | Dates: **2015**

Contribution: HSRI evaluated potential models for providing consumers with information via the internet about the cost and quality of health care services available to Vermont Residents. Ms. Mulcahy was responsible for leading the review and assessment of state and private sector websites and writing up the findings.

Research Analyst, *Data Analysis Coordination and Consolidation Center (DACCC)*

Funder: **SAMHSA-CSAP** | Dates: **2009 - 2011**

Contribution: The DACCC was designed to provide a centralized, comprehensive and coordinated data and analytic resource (for process, capacity, outcome and trend data at all levels of analysis including individual, project, community, state and national) for accountability, program planning, and policy decisions for CSAP. The DACCC also supported CSAP program staff in their planning processes, implementation and oversight of sponsored programs, and in the provision of guidance to grantees and to the field. Ms. Mulcahy was responsible for cleaning, analyzing, and reporting on data from several federally funded substance abuse prevention programs including the Minority AIDS Initiative (MAI), National Outcome Measures, and Prevention of Methamphetamine Abuse. She performed data cleaning and analysis of data at the grantee-, intervention-, and participant-levels, wrote reports and guidance documents, led the team that wrote a special report projecting the need of substance abuse treatment services, led trainings and technical assistance to grantees and Project Officers, and presented research at professional conferences.

Selected Publications and Presentations

Publications

Cordner, Alissa, Phil Brown, and Margaret Mulcahy. (2015) "Playing with Fire: The World of Flame Retardant Activism and Policy." In *Players and Arenas: The Interactive Dynamics of Protest*. Jan Duyvendak and James Jasper, Eds. Amsterdam University Press.

Cordner, Alissa, Margaret Mulcahy, and Phil Brown. (2013) "Chemical Regulation on Fire: Rapid Policy Successes on Flame Retardants." *Environmental Science & Technology*.

Technical Reports

Co-Author: *Consumer Information and Price Transparency Report*. (2015). Green Mountain Care Board. Montpelier, VT.

Co-Author: *Accountability Report, Volume IX: FY 2010*. (2011). Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration. Rockville, MD.

Co-Author: *Accountability Report, Volume IX: FY 2009*. (2010) Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration. Rockville, MD.

Co-Author: National Outcome Measures: State-Level Trends, Volume V: 2002-2009. (2011). Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration. Rockville, MD.

Co-Author: National Outcome Measures: State-Level Trends, Volume V: 2002-2009. (2009). Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration. Rockville, MD.

Co-Author: Prevention of Methamphetamine Abuse Cohort 3 Report. (2011). Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration. Rockville, MD.

Presentations

Mulcahy, Margaret, Will Garrison. 2016. Using Design to Facilitate Consumer Decision-Making on Maine's Healthcare Transparency Website. Poster Session at Academy Health. Boston, MA.

Mulcahy, Margaret, Alissa Cordner, and Phil Brown. 2012. Playing with Fire: The World of Flame Retardant Activism and Policy. Invited panelist at Eastern Sociological Society. New York, NY.

Manning, Colleen, Elizabeth Goodyear, and Margaret Tiedemann. (November 2008) Our Lives in Evaluation: AEA Members' Descriptions of Their Evaluation Work. Denver: American Evaluation Association Annual Conference.

Vaughan, Peggy and Margaret Tiedemann. (November 2008) The Use of Parent and Teacher Task Scenarios in the Evaluation of a Literacy Website. Denver: American Evaluation Association Annual Conference.



Melissa Hillmyer
Assistant Project Manager

Profile

Melissa Hillmyer has more than 10 years of experience developing, managing and executing health care transparency marketing and web communications projects from initial conception to deployment. She plays an integral role in developing comprehensive project plans; coordinating efforts amongst stakeholders and projects teams; tracking project deliverables against schedule and budget; creating consumer engagement and user experience strategies; conducting quality assurance; and monitoring and reporting on progress to stakeholders.

Selected Project Experience

Assistant Project Manager, *Maine Health Data Organization Data Warehouse Project*

Funder: **Maine Health Data Organization (MHDO) | Dates: 2017 - Present**

Contribution: As a part of this ten-year contract with the State of Maine, HSRI and its partners are building a highly secure and robust data warehouse to collect and house health care claims, encounter and eligibility data, hospital financial data and other related information. Ms. Hillmyer coordinates efforts amongst stakeholders and the Consumer Advisory Group to develop comprehensive user engagement strategies on Maine's healthcare costs and quality and disseminates information.

Previous Professional Project Experience

Account Strategist, *Wowza, Inc.*

Funders: **Agency for Healthcare Research and Quality (AHRQ), Maine Health Data Organization (MHDO), New Hampshire Health Insurance Department (NHID) and the Robert Wood Johnson Foundation (RWJF) | Dates: 2007 - 2015**

Contribution: Led consumer engagement efforts for healthcare transparency websites, including but not limited to: CompareMaine, MONAHRQ, NH HealthCost, Utah HealthScape and several Robert Wood Johnson Foundation Aligning Forces for Quality communities, such as Common Table Health Alliance, MN Community Measurement and The Health Collaborative. Work consisted of managing website projects from initial discovery to deployment; interfacing with clients; ensuring that projects were on schedule and within budget; collaborating with partners and stakeholders; conducting qualitative and quantitative research, including focus groups and website usability studies; developing content strategies, including drafting and editing content to be web and user-friendly; designing user interfaces, data displays and user experiences; and conducting quality assurance testing.

Education

BA

Concordia College
Moorhead, MN
(Marketing)
(Communications)

Professional Experience

Assistant Project Manager

Human Services Research
Institute
Cambridge, MA
(2017-present)

Customer Support and Marketing Operations

Flair, LLC
Delano, MN
(2016-2017)

Account Strategist

(2008-2015)

Account Assistant

(2007-2008)

Wowza, Inc.
Minneapolis, MN



Aleena Khan
Research Assistant

Profile

Aleena Khan is a research assistant at HSRI for the Population Health Team and works primarily on projects related to medical claims data. Across projects, her responsibilities are reviewing and tracking data anomalies; conducting literature searches; obtaining and tracking code lists; identifying industry standards in methodology and reporting; and assisting in the creation and formatting of data visualizations and reports.

Selected Project Experience

Research Assistant, Colorado Center for Improving Value in Health Care Data Warehouse Project

Funder: **Center for Improving Value in Healthcare (CIVHC)** | Dates: **2016 - Present**

Contribution: HSRI and its partners are developing a highly secure and robust data warehouse and reporting platform for Colorado's APCD. This platform will be used to collect and house health care claims and eligibility data and enable full featured public reporting and analytics.

Ms. Khan reviews the data to find and track anomalies, obtains and tracks code lists, and assists in developing and formatting data visualizations for reports.

Research Assistant, Maine Health Data Organization Data Warehouse Project

Funder: **Maine Health Data Organization (MHDO)** | Dates: **2016 - Present**

Contribution: As a part of this ten-year contract with the State of Maine, HSRI and its partners are building a highly secure and robust data warehouse to collect and house health care claims, encounter and eligibility data, hospital financial data and other related information. Ms. Khan is involved in assisting in ad hoc analysis requests, obtaining and tracking code lists, and reviewing existing data to detect and track data anomalies, inconsistencies, and outliers.

Research Assistant, QA Testing of the New Hampshire Comprehensive Health Information System

Funder: **New Hampshire Health Insurance Department** | Dates: **2016 - Present**

Contribution: HSRI is supporting the NHID in the quality assurance testing of the New Hampshire Comprehensive Health Information System (NHCHIS) by examining and documenting health insurance claims data used for HealthCost; conducting quality checks; delivering quality reports and recommended resolutions; and by reviewing and providing recommendations for an updated SAS code to produce rates on HealthCost. Ms. Khan is responsible for obtaining or coordinating updates to code lists, code checks to see if any codes on NHHC are retired and to identify potential, high-volume replacements.

Research Assistant, State of Maine Data Center Enhancement to Improve Health Cost Transparency – CMS Cycle IV Rate Review

Funder: **CMS** | Dates: **2016 - Present**

Contribution: The Maine Health Data Organization (MHDO) received a grant from the Centers for Medicare and Medicaid Services to further integrate and enhance its cost and quality data to provide more comprehensive and useful information to consumers, providers, employers, and other key stakeholders. MHDO will develop ways to improve access to and dissemination of its wealth of data to further promote cost and quality transparency. MHDO has contracted

Education

BA

Simmons College
Boston, MA
(Political Science)

Professional Experience

Research Assistant

Human Services Research
Institute
Cambridge, MA
(2016-present)

Research Intern/ Office Assistant

Harvard Medical School
Office of Diversity
Inclusion and Community
Partnership
Boston, MA
(2016)

Intern

State Representative Ruth
Balsler
Boston, MA
(2016)

Research Intern

Columbia University
Graduate School of Arts
and Sciences
New York, NY
(2015)

Intern

Harvard School of Public
Health/Harvard Opinion
Research Program
Boston, MA
(2014-2015)

with HSRI and its partner NORC to perform this work. Ms. Khan is involved in tracking requests, suggestions, and comments from CompareMaine users, conducting environmental scans of health costs, and proofing data for inconsistencies or outliers.

Selected Publications and Presentations

Reports

Co-Author: A Poll Supporting Polio Vaccination: Knowledge, Attitudes, and Practices in Low-Performing Districts of Afghanistan, Boston, MA: Harvard School of Public Health/Harvard Opinion Research Program/UNICEF Collaboration in Polling, 2015

Presentations

Khan, A. Muslim and Non-Muslim Attitudes Towards the United States, keynote speaker at the Simmons College Undergraduate Symposium, Boston, MA, April 2016

Khan, A., Shapiro, R. American Public Opinion of the United States' Standpoint on the Palestinian-Israeli Conflict, oral presentation at the Leadership Alliance National Symposium, Stamford, CT, July 2015

Khan, A., Shapiro, R. American Public Opinion of the United States' Standpoint on the Palestinian-Israeli Conflict, oral presentation at the Columbia University Symposium, New York, NY, July 2015

STATE OF NEW HAMPSHIRE

2017-RRG-320

REQUEST FOR PROPOSALS – HEALTHCOST QUALITY DATA ENHANCEMENTS

INTRODUCTION

The New Hampshire Insurance Department (NHID), in an effort to empower consumers as purchasers of health insurance and health care services, is requesting proposals for a contractor to assist the NHID by researching information and making recommendations for the NHID to enhance the provider quality section on the www.nhhealthcost.org website. This contract will continue through September 30, 2017.

GENERAL INFORMATION/INSTRUCTIONS

The New Hampshire Insurance Department (NHID) is requesting proposals for a contractor to assist the NHID with improving and expanding the information on health care services provider quality available on NHID's www.nhhealthcost.org website. The HealthCost website is recognized for providing health care cost information to consumers and also provides publicly available information on the quality of health care services provided in New Hampshire.

The NHID seeks to expand the available information available through HealthCost on the quality of health care services by provider in order to enable consumers to evaluate the value (cost and quality) of services. These data may also serve to provide comparative information for health care providers, leading to improvements in the system overall.

The NHID seeks assistance with researching and determining what data, links, or integrated sources would be useful to consumers and health care providers. The contractor shall be responsible for providing recommendations for what data should be included and how the data should be presented on HealthCost organizing the information upon approval of the recommendations, drafting language and creating any visual aids so that all information (or links) can be loaded to the HealthCost website. The vendor will be acting as a NHID resource for improving the website and including any relevant information. The Contractor is not responsible for developing website infrastructure or modifying the HealthCost website design. The Contractor may consult with the NHID web developer in order to provide recommendations that can be implemented efficiently by the NHID and the web developer.

The following is a listing of examples, but the project does not need to include or be limited to these:

- Additional data on quality available in the public domain but not included on NH HealthCost
- Quantitative indicators of quality that may be derived from the New Hampshire Comprehensive Health Information System (NHCHIS) or hospital discharge data. These data may be process or outcome indicators.
 - Number of times provider perform a given service or procedure, or identification of providers that meet a certain minimum threshold

- Rate of patients treated for ambulatory care sensitive conditions (ACSCs)
- Rate of readmissions or other measures of follow up care
- Indicators of inefficient use of health care resources, such as duplication of treatment or use of inefficient high cost providers based on specific provider referral patterns
- Methods for identifying providers with unexplained high use of services
- High use of surgical interventions when medical treatment is appropriate.
- Quality information that closely correlates with the procedures that are included in the cost estimates available on the HealthCost website, for example
 - How often screenings and tests are performed and measured against medical guidance or best practice
 - Published results that indicate recovery or satisfaction from procedure

After completion of the contract, maintenance of the new information will be performed by the NHID and should not exceed five percent (5%) of a full time equivalent (FTE).

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

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

Electronic proposals will be received until 4 pm local time on May 3, 2017, at the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire, 03301. Emails should be sent to alain.couture@ins.nh.gov and include in the subject line: "RFP for HealthCost Quality Data Enhancements."

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

EVALUATION OF PROPOSALS

Evaluation of the submitted proposals will be accomplished as follows:

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

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

Failure of the applicant to provide in its proposal all information requested in this request

for proposal may result in disqualification of the proposal.

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

(1) Specific skills needed:

- a) Ability to analyze health care quality from primary and secondary data sources.
- b) Understanding of consumer issues, typical health care education levels, and the barriers and challenges faced when interacting with commercial health insurance and the health care delivery system.
- c) Effective website communication skills.
- d) Ability to organize large volumes of data and concisely communicate key points to the public.
- e) The proposal must include references of recent engagements comparable to this project, including telephone numbers and specific persons to contact. Also describe any expectations for obtaining the NHCHIS data from the NHID.

30 percent

(2) Qualifications and experience of the key personnel to be involved. Knowledge of commercial health insurance benefits in general, health care provider reimbursement, health care provider specialties and provider types, sources of quality data, measures of quality, management of chronic conditions, avoiding unnecessary care, and developing trends. The proposal must summarize experience of key personnel, and include current resumes of all personnel that might be assigned to these studies

30 percent

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

The proposal must include not-to-exceed limits through contract termination. Due to the nature of project scope, the NHID does not expect the Contractor to be able to predetermine precise estimates of the time necessary to accomplish all of the required tasks. The not-to-exceed limit should serve as a limit for overall NHID financial exposure, but also as a limit on Contractor resources dedicated to this project.

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

20 percent

(4) Plan of Work. The proposal must include a Work Plan and specify a timeframe in which the Contractor commits to project deliverables as they are developed. The

proposal should be specific about the steps that will be taken by the Contractor. The Contractor is welcome to identify periods of time that they will have reduced resources available, or other considerations that will allow resource planning during the term of the contract. The Work Plan should include a description of the anticipated products, a schedule of tasks, deliverables, major milestones, and task dependencies.

20 percent

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

Potential contractors may be interviewed by staff of the NHID.

The New Hampshire Insurance Department will accept written questions related to this RFP from prospective bidders with the deadline being April 20, 2017. Questions should be directed to Al Couture via email at Alain.Couture@ins.nh.gov. Please include "RFP for HealthCost Quality Data Enhancements."

A consolidated written response to all questions will be posted on the New Hampshire Insurance Department's website www.nh.gov/insurance, by April 24, 2017.

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

The selection of the winning proposal is anticipated by May 8, 2017, and the NHID will seek to obtain all state approvals by mid-June. Please be aware that the winning bidder will need to provide all signed paperwork to the NHID by May 19, 2017 in order for deadlines to be met.

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

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

Human Services Research Institute

2017 RRG-320

HealthCost Quality Data Enhancement

Exhibit B

Contract Price, Price Limitations and Payment

Human Services Research Institute (HSRI) has estimated the total cost for this effort and the not-to-exceed limit of \$58,410. Hours are billed only for time worked, and to the extent hours worked are lower, the costs will be proportionately lower.

HSRI will submit invoices to the New Hampshire Insurance Department during the first week of each month. Invoices will contain the total number of hours and corresponding labor charges for each member for the preceding calendar month. Invoices will be submitted electronically. The following not to exceed limits apply.

Not to Exceed Limits	
Items	Costs
Task 1: Kickoff Meeting and Determine Criteria	\$ 10,720
Task 2: Conduct Environmental Scan	\$ 7,835
Task 3: Present Data Recommendations	\$ 11,170
Task 4: Present Display Recommendations	\$ 15,935
Task 5: Final Recommendations and Data Specifications	\$ 9,610
Other Costs	\$ 3,140
Total	\$ 58,410

5/16/17


Human Services Research Institute

2017 RRG-320

HealthCost Quality Data Enhancement

Exhibit C

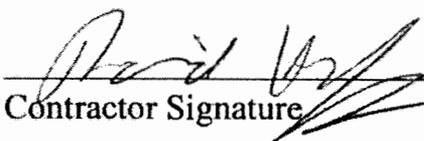
**New Hampshire Insurance Department
Contractor Confidentiality Agreement**

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

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

David Hughes
Printed Name of Contractor

5/16/17
Date


Contractor Signature

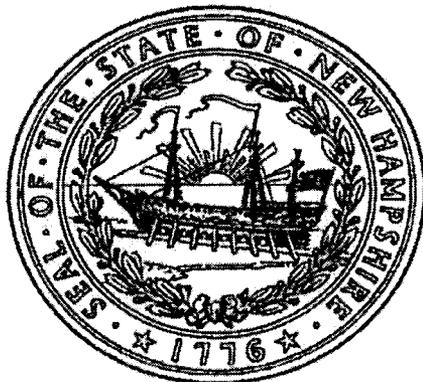
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HUMAN SERVICES RESEARCH INSTITUTE is a District Of Columbia Nonprofit Corporation registered to transact business in New Hampshire on February 04, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 738451



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation without Seal)

I, Steve Day, do hereby certify that:
(Name of Clerk of the Corporation, and title as certified on the form)

1. I am a duly elected Clerk of Human Services Research Institute.
(Corporate Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 05/01/2017.
(Date)

RESOLVED: That all executive staff of this Corporation are hereby authorized and empowered to make, enter into, sign, seal, and deliver on behalf of this corporation for all contracts for services and/or products, including the State of New Hampshire, acting through the New Hampshire Department of Insurance, for the provisions of HealthCost Quality Data Enhancement services.

RESOLVED: That the President
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 12 day of May, 2017.
(Date Contract Signed)

4. David Hughes is the duly elected President.
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.



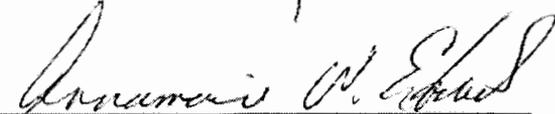
(Signature of Clerk of the Corporation)

STATE OF MASSACHUSETTS

County of Middlesex

The forgoing instrument was acknowledged before me this 17th day of May, 2017.

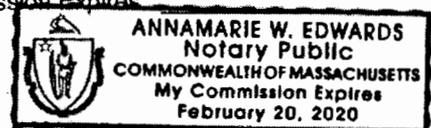
By _____
(Name of Clerk of the Corporation)



(Notary Public/In line of the Peace)

DATE OF SIGNATURE

Commission Expires:



STANDARD EXHIBIT I

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

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

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

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

(2) Use and Disclosure of Protected Health Information.

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

The Nth Insurance Dept.
The State
Alexander K. Feldvebel
Signature of Authorized Representative
Alexander K. Feldvebel
Name of Authorized Representative
Deputy Commissioner
Title of Authorized Representative
5/18/17
Date

Human Services Research Institute
Name of the Contractor
David Hughes
Signature of Authorized Representative
David Hughes
Name of Authorized Representative
President
Title of Authorized Representative
5/16/17
Date