

47 JK



**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

March 21, 2018

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

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract with Berry Dunn McNeil & Parker, LLC (Vendor #254300) of Portland, ME in the amount of \$85,500, for clinical consulting services effective upon Governor & Council approval through October 30, 2018. 100% Federal Funds.

Funding is available in account titled Enforcement & Protection Grant for Fiscal 2018.

	FY2018	FY2019
02-24-24-240010-12120000-046-500464 Consultants	\$70,000	\$15,500

EXPLANATION

The New Hampshire Insurance Department has received a federal grant for the purpose of enhancing the States' ability to effectively enforce the consumer protections under Part A of title XXVII of the PHS Act. The purpose of the grant program is to help the State expand its review of parity in mental health and substance use disorder benefits, as well as some work to ensure that health insurance issuers do not include discriminatory benefit designs that discourage people with potentially high-cost medical conditions from enrolling in those plans and to enhance review of issuer form filings to ensure coverage of preventive health services without cost sharing.

The NHID seeks assistance from this vendor to supply clinical expertise and utilization review expertise to support the targeted market conduct examinations in process to assess compliance for non-quantitative treatment limitation requirements of the federal Mental Health Parity and Addiction Equity Act (MHPAEA) of 2008 as well as applicable state law.

The major deliverables for Berry Dunn McNeil & Parker, LLC include creating interrogatories, data calls and requests for information; performing a clinical review of prior authorization requests; and preparing written reports, for the time period of January 1, 2016 through June 30, 2017 by August 31, 2018.

The Request for Proposal was posted on the NHID's website on February 16, 2018 and sent to past bidders for NHID contract work and companies doing work in this field. A total of three 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 Berry Dunn McNeil & Parker, LLC as most responsive to the RFP.

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

Respectfully submitted,



Roger A. Sewigny

ECG-109 PROPOSALS EVALUATIONS

Evaluation Committee members: Jennifer Patterson, Alain Couture, Maureen Belanger, Martha McLeod

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

On March 19, 2018 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 Needs Specific Criteria (40% of points)	CONTRACTOR General Qualifications & Related Experiences (20% of points)	PLAN of Work Timings and Deliverables (20% of points)	Bid Price BUDGET AMOUNT	COST (20% of points)	TOTAL SCORE (100% of points)	Score without \$\$\$	NOTES
2018 - ECG 109 - Market Conduct Exams-ASAM Criteria Analysis								
Berry Dunn Assurance, Tax, Consulting	37.00%	15.00%	18.00%	\$95,000	10.95%	80.95%	70.00%	
Regulatory Insurance Advisors	30.00%	18.00%	10.00%	\$52,000	20.00%	78.00%	58.00%	
Risk&Regulatory Consulting	30.00%	18.00%	15.00%	\$125,760	8.27%	71.27%	63.00%	

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

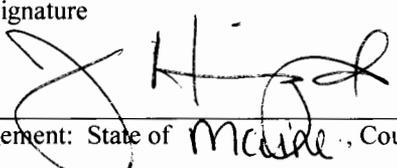
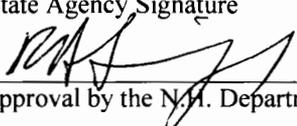
RECEIVED
INSURANCE DEPARTMENT
MAR 23 2018

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 South Fruit Street, Suite 14, Concord NH 03301	
1.3 Contractor Name Berry Dunn McNeil & Parker, LLC		1.4 Contractor Address 100 Middle Street, Portland, ME 04104	
1.5 Contractor Phone Number 207-541-2200	1.6 Account Number 02-24-24-240010-12120000-046-500464	1.7 Completion Date October 30, 2018	1.8 Price Limitation \$85,500
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 James Highland, Principal	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Comberland</u> On <u>March 22, 2018</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Kelley Nadeau</u>		KELLEY NADEAU NOTARY PUBLIC State of Maine My Commission Expires June 29, 2023	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Kelley Nadeau, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Robert Skviguy, Commissioner</u>	
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: <u>J. Christopher Marshall</u> On: <u>3/26/18</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

Contractor Initials *JH*
Date 3/22/18

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 3/22/18

Berry Dunn McNeil & Parker, LLC

2018-ECG-109 Market Conduct Exam-ASAM Criteria Analysis

Exhibit A

Scope of services

Summary of Services to be provided:

- Clearly and precisely define the population/universe from which a sample is taken
- Determine the appropriate sample size and methodology in order to attain a confidence level of 95 percent or greater
- Create interrogatories, data calls and requires for information needed for a complete and thorough assessment
- Perform a clinical review of prior authorization requests to ensure the decisions have been rendered in accordance with ASAM criteria
- Provide input in alignment with the existing exam schedule
- Prepare written draft reports by August 31, 2018, that include:
 - Detailed discussion and findings on each examination conducted
 - Comprehensive written explanations and thorough documentation supporting any critical comments
 - Summary of issues raised by the review and report and any associated recommendations
- Prepare final reports
- Attend and testify at any hearings, including public, administrative, judicial, or legislative as requested
- The following documents and materials are incorporated herein by reference, and the parties acknowledge receipt of true and complete copies of the same:
 - State of New Hampshire, New Hampshire Insurance Department RFP# 2018-ECG-109 Market Conduct Exam-ASAM Criteria Analysis and all Amendments thereto;
 - Contractor's Proposal Response to Agency RFP # 2018-ECG-109 Market Conduct Exam-ASAM Criteria Analysis

Proposal in Response to RFP
2018 – ECG – 109

Proposal to Provide

Market Conduct Exams – ASAM Criteria Analysis

for the New Hampshire Insurance Department

Proposal Submitted by:

James P. Highland, PhD, Principal
Berry Dunn McNeil & Parker, LLC
100 Middle Street
Portland, ME 04104
Phone: 207-541-2200
jhighland@berrydunn.com

Proposal Submitted on:

March 12, 2018 by 4:00 p.m.



March 12, 2018

Mr. Alain Couture
New Hampshire Insurance Department
21 South Fruit Street, Suite 14
Concord, NH 03301
Sent via email to alain.couture@ins.nh.gov

Dear Mr. Couture,

Thank you for including us in your Request for Proposal (RFP) to provide Market Conduct Exams related to the analysis of American Society of Addition Medicine (ASAM) criteria. Our proposal is in response to the New Hampshire Insurance Department's (NHID's) RFP # 2018 – ECG – 109.

As a long-standing partner and advisor to NHID, we are excited to bring the expertise of our Healthcare Analytics team to meet your consulting needs. In July 2017, Compass Health Analytics merged with BerryDunn, which allows us to offer NHID a broader range of services, including our traditional actuarial, health policy, and healthcare analytics expertise, as well as the strengths of BerryDunn's Assurance practice for audits and examinations. Both Compass and BerryDunn are known to the State of New Hampshire—BerryDunn in our role providing management and technology consulting services for several agencies since 2000, and Compass for over a decade.

BerryDunn's team brings the following experience and key strengths to this engagement:

- The clinical strengths of Carole Taylor, RN, MSN, with over 30 years' experience in substance use disorder treatment and long experience in applying ASAM criteria
- An understanding of New Hampshire's healthcare and insurance landscape from our team's work with the Department of Health and Human Services, Insurance Department, and other New Hampshire-based healthcare organizations
- Deep understanding of health insurance and healthcare systems, delivery mechanisms, benefits, providers, and consumer data from more than 20 years of experience working with state and local agencies and behavioral managed care organizations
- A certified public accounting firm with a robust management consulting practice, that brings a disciplined and rigorous approach to the examination process
- A team of analysts and actuaries with more than seven decades of combined experience in the health insurance industry and working with similar agencies in other states on mental health parity and behavioral health

Note that we are also proposing on RFP 2018 – ECG – 110 Market Conduct Exams – Provider Reimbursement Strategy Analysis. BerryDunn will reduce the total cost of the two projects by 10% of the proposed levels if we are awarded both contracts.

We value our relationship with NHID and hope to have the opportunity to assist with your consulting needs. Should you have any questions regarding our proposal, you may contact me at 207-523-8650 or jhighland@berrydunn.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'JPH' with a stylized flourish.

James P. Highland, PhD
Principal

Table of Contents

Section	Page
1. Specific Qualifications and Expertise Related to Scope of Services	1
2. General Qualifications and Related Experience	4
3. Derivation of Costs.....	7
4. Plan of Work, Timeframe, and Deliverables	8
5. Conflict of Interest Disclosure.....	13
6. References	14

1. Specific Qualifications and Expertise Related to Scope of Services

BerryDunn provides audit, assurance, and advisory services to clients throughout New England and across the country. We were founded in Maine in 1974 and have maintained steady growth by providing consistent, high-quality services to clients—including work with the State of New Hampshire since 2000.

In July 2017, BerryDunn merged with Compass Health Analytics (Compass), a Maine-based actuarial services, health policy, and healthcare analytics company. Compass' deep health analytics expertise complements BerryDunn's services and enables us to provide a greater breadth of services to our clients. Compass has provided consulting services for NHID for more than a decade and our team looks forward to building upon that relationship as part of the BerryDunn team.

BerryDunn is pleased to submit this proposal to assist the NHID by supplying medical expertise to support the current examiners' ability to assess compliance relative to the use of American Society of Addiction Medicine (ASAM) criteria when determining medical necessity and conducting utilization review, including in the prior authorization process, as required under the Substance Use Disorders subdivision of the State's Managed Care Law, New Hampshire RSA 420-J:15-18.

This document addresses BerryDunn's experience in providing services similar to those described in the Request for Proposal (RFP), our general qualifications, and our approach to the project. Please contact James P. Highland, PhD, Principal, with any questions or requests for further information.

1a. Expertise with Operational Processes and Procedures of Health Carriers Relative to ASAM

BerryDunn has extensive experience in analytics related to behavioral health (BH) services. For two decades we have provided analytical support for BH managed care organizations, including analysis related to quality standards, clinical program evaluations, and financial analyses. All of this work has required and fostered a deep knowledge of BH services, providers, clinical standards, and service access norms.

BerryDunn recently finished assisting the State of West Virginia with an application to the Centers for Medicare and Medicaid Services (CMS) for a Substance Use Disorder (SUD) waiver intended to improve and increase the State's SUD delivery network and service array, and to move its service system into ASAM compliance. The project's tasks included using claims data from West Virginia and a neighboring state to assess access and use rates for SUD services.

Furthermore, several of BerryDunn's other engagements draw on our BH expertise. For example, we have worked on many analyses related to insurance benefit mandates in

Massachusetts that required evaluating the potential cost of various treatment strategies, including accounting for ASAM standards¹.

1b. Clinical Expertise in Addiction Medicine and the Application of ASAM Criteria

Clinical consultant Carole Taylor's experience as a practicing psychiatric nurse, provider administrator, and executive with a nonprofit BH Managed Care Organization (MCO) will provide clinical and operational knowledge and expertise to the project team. In her capacity as Chief Clinical Officer at Community Care Behavioral Health, she was involved in all aspects of service definition, clinical standards, medical necessity criteria, benefit plan implementation, credentialing standards, quality measurement/management, and network contracting for the full range of mental health and substance abuse services. She has a deep understanding of ASAM criteria in practice, as well as best practices to measure its uniform and accurate application.

1c. Expertise in the Development, Implementation, and Execution of the Market Conduct Process

In 2015-2016, Jim Highland and other members of BerryDunn's Health Analytics team performed market conduct exams for NHID, notably the market conduct rate review. Through this experience, we understand the complete process and the challenges associated with access and managing carrier data. Development of interrogatories and data calls, and rigorous audit design in general, required a solid analytical methodology, which the BerryDunn team brings to all of our engagements. We also bring knowledge of the subject area under examination, in this case knowledge of ASAM criteria.

1d. Familiarity with State and Federal Laws and Regulations and the NAIC Market Regulation Handbook

BerryDunn has worked extensively with the portions of the NAIC Market Regulation Handbook (Handbook) applicable to the scope of this project. In our market conduct examinations with NHID and others, we used the Handbook as a critical resource for guidance on reporting and dissemination of information.

1e. Expertise with Health Products

The BerryDunn team has deep and wide experience with health products; health insurance in one form or another has been at the center of our Health Analytics practice over the past two decades. Included among our clients are regulators, government agencies concerned with health insurance policy, purchasers of insurance, not-for-profit managed care entities, and accountable care organizations (ACOs) engaged in risk-sharing arrangements with insurers.

¹ See <http://www.chiamass.gov/assets/Uploads/Medication-Assisted-Opioid-Treatment.pdf> , <http://www.chiamass.gov/assets/Uploads/Mental-Health-and-Substance-Use-Disorder-Screening.final.pdf> , <http://www.chiamass.gov/assets/Uploads/Substance-Abuse-Mandates-Chapter-258-of-the-Acts-of-2014.pdf>

Our team includes deep experience prior to joining Compass/BerryDunn in working for major health insurance carriers, and a corps of analysts well versed in health insurance data, especially claim data.

1f. Expertise with Operational Analysis and Development of Documentation and Workpapers

The BerryDunn team brings a solid understanding of health insurance, the issues surrounding mental health parity, how those issues are expressed in carrier operations, and what measures are relevant in an audit. We regularly conduct operational analyses and audits across a broad range of industries, which entails complying with stringent documentation requirements and maintaining workpapers in accordance with industry standards and specific client requirements. Of particular note, our team has experience with preparing documentation and workpapers in accordance with NHID's standards from our past market conduct examination engagement at NHID. We will work with the NHID during project planning to review requirements for developing and maintaining documentation and workpapers to determine whether any modifications are required from our prior work with you.

1g. Experience with ACL™ or Other Sampling Software

As a certified public accounting firm, we regularly use audit software and are very familiar with the methodologies associated with its use. Our examinations are highly automated and we continuously monitor new technologies to support our work.

We currently use Interactive Data Extraction and Analysis (IDEA) software, which is a nearly identical tool to ACL™, to extract and analyze information from systems. This tool enables us to perform analytical and other substantive procedures more efficiently and effectively. IDEA, like ACL™, allows for proper statistical sampling.

We conduct our examinations in a paperless environment using a reputable audit management software program called CaseWare.

If awarded this project, we will work with NHID to document our work in your desired format. In our previous market conduct exam engagement with NHID, Jim Highland and our team worked with NHID within the existing software environment.

2. General Qualifications and Related Experience

BerryDunn's staff bring deep and varied industry experience. Summary descriptions of our consultants' experience and resumes follow.

2.a. General Qualifications

In addition to experience cited in Section 1 and other areas of our proposal in response to criteria explicitly listed in the RFP, the BerryDunn team offers NHID the following experience and skill sets relevant to this project.

Other work related to mental health parity

Several of our team members' recent projects have contributed to our experience base in standards for evaluating mental health parity. We have a sound understanding of federal and state requirements to estimate the impact on premiums of several insurance benefit mandates related to mental health care and parity. These studies typically require that we understand the incremental effect of state parity requirements, i.e., the effect of state parity requirements beyond those in the federal law.

From a more quantitative perspective, we have executed claims analysis for NHID comparing carrier payments for mental and physical health services as a means of assessing at least some aspects of parity.

Network adequacy

Adequacy of BH provider networks is a component of mental health parity compliance. BerryDunn team members have provided ongoing analytical support to the NHID in its efforts to review and reengineer its approach to the adequacy of provider networks, including extensive analysis using the New Hampshire Comprehensive Health Information System (NHCHIS). We have also supported NHID in its rulemaking process by conducting ad hoc analyses and reviewing draft regulations. We are also currently assisting the Massachusetts Division of Insurance with evaluating the accuracy of carrier provider directories, focusing on BH providers, as a step in its network adequacy investigations.

New Hampshire health care and insurance environment

Over time, with work on projects ranging from rate reviews to mandate analysis to network adequacy, the BerryDunn team has developed a solid familiarity with the New Hampshire health care and health insurance environment. We are familiar with the structure of New Hampshire insurance laws and regulations, including those related to network adequacy and mental health parity. We are also familiar with the dynamics of the New Hampshire insurance market, including, on the carrier side, the state of competition and its continuing evolution, as well as the composition and concerns of the provider market. In addition, we are familiar with recent work on payment reform, from Jim Highland's work on a study examining the state of provider payment within New Hampshire and outlining potential strategies for reform.

2.b. Staff Qualifications

Following are biographies for our proposed project team members. Full resumes are provided in Appendix A.

James Highland, PhD, MHSA

Dr. Highland has a unique background in healthcare finance, insurance, health economics, and healthcare information systems, combined with direct experience with New Hampshire provider and payer markets, and over 20 years of in-depth experience working with BH payers and providers. His work has focused on using complex healthcare data, analysis, and model building to advise state policy makers and executives in community healthcare organizations on issues related to healthcare costs, insurance coverage, strategic planning, pricing, contracting, and investment decisions. In the past five years, he has led work for state government clients analyzing costs related to expansion of insurance benefits and coverage in Massachusetts, Maine, and New Hampshire.

He also directed projects related to the design and implementation of provider payment systems for a wide range of clients, including the Health Care Financing Administration (now CMS) and state Medicaid agencies. He has served as Director of Research, Planning, and Evaluation at BlueCross BlueShield of Massachusetts, and as Director of Economic Studies at the American Hospital Association.

Dr. Highland background includes extensive experience in the issues facing regulators as well as public and non-profit payers, particularly the financial aspects of expanding access to health care. He has done in-depth work on the costs of coverage under new programs and benefit plans, including assessing health reform initiatives targeted at expanding affordable coverage, analyzing health insurance benefit mandates, and projecting the costs of integrating separate public insurance programs. He has also analyzed and advised executive decision makers on payment systems, incentives, and risk bearing, including recent work in ACO planning.

Carole Taylor, MS, RN

Ms. Taylor is a psychiatric clinical nurse specialist who will partner with BerryDunn for this project. She has 40 years of experience in executive leadership in the BH field for both provider and insurance organizations. Most recently, she was the Chief Clinical Officer for nearly 20 years of Community Care Behavioral Health Organization, a provider-sponsored non-profit MCO and an integrated entity of the Insurance Services Division of the University of Pittsburgh Medical Center. Community Care manages mental health and substance abuse services for approximately one million lives in 39 counties in Pennsylvania. She is currently a clinical consultant for the City of Philadelphia's BH MCO and for the New York State Office of Mental Health.

Yoko McCarthy, MBA, CISA, CFE

Ms. McCarthy specializes in providing financial compliance, risk management, project management, and audit services for state government agencies. Over the past six years, she

has worked with health insurance exchanges in Massachusetts, Minnesota, Rhode Island, Vermont, and Washington to provide a range of financial analysis and programmatic audit services to evaluate compliance with federal regulatory requirements. From 2004 to 2012, she worked for the Massachusetts Office of the State Auditor, where she conducted data mining and analysis for the Medicaid Audit Unit.

Valerie Hamilton, JD, MHA

Ms. Hamilton has gained a wide range of healthcare industry experience over the last 20 years. At The Ohio State University Wexner Medical Center, Valerie was director of quality improvement at a satellite hospital and was part of the leadership team that evaluated and oversaw customer satisfaction. In addition, she gained experienced in accreditation, risk management, and compliance. She has conducted reviews and analyses on a range of topics, including malpractice, drug diversion, and Medicare compliance. At BerryDunn, Ms. Hamilton conducts policy analysis, including legislative and regulatory reviews.

Amy Raslevich, MBA, MPP

Ms. Raslevich has more than 20 years of experience in healthcare administration and consulting in public and private programs, including analytical and management work for integrated delivery systems and behavioral and physical health MCOs. She has extensive experience in analyzing the clinical and financial aspects of health policy issues.

The hours by staff person are estimated to be as follows:

Name/Role	Estimated Hours
James Highland, PhD, MHSA	16
Valerie Hamilton	136
Amy Raslevich	5
Yoko McCarthy	10
Clinical/Legal Specialist	212
Programmer/Analyst	32
Total	411

3. Derivation of Costs

The table below presents BerryDunn’s hourly rates for performance of work described in the RFP. The rates presented are all-inclusive and based on staff class.

Name/Role	Estimated Hours	Hourly Rate	Cost
Project Principal	16	\$300.00	\$4,800
Project Manager	141	\$210.00	\$29,610
Assurance Specialist	10	\$240.00	\$2400
Clinical/Legal Specialist	212	\$250.00	\$53,000
Programmer/Analyst	32	\$135.00	\$4,800
Total (see note below)			\$94,610

Please note: we are also proposing on RFP 2018 – ECG – 110 Market Conduct Exams – Provider Reimbursement Strategy Analysis. BerryDunn will reduce the total cost of the two projects by 10% of the proposed levels if we are awarded both contracts.

Our proposed team members are expected to be available for the duration of the project.

Our clinical expert Carole Taylor, along with Valerie Hamilton, will provide the bulk of the support needed for this project, all under the direction of Jim Highland. Other BerryDunn staff, including actuarial staff, will provide additional technical and project support as needed.

BerryDunn will bill only for hours actually worked. The proportion of the effort contributed by each BerryDunn staff member will likely vary based on the actual complexity of tasks.

Based on the estimated hours, BerryDunn estimates that consulting services will cost between \$90,000-\$95,000 and will not bill for more than the latter. If, and as soon as, circumstances increase the expected required effort, BerryDunn will notify NHID and discuss options for proceeding.

BerryDunn’s consulting fees will reflect actual hours worked, billed at our all-inclusive hourly consulting rates. No additional expenses will be billed with the exception of out-of-pocket costs for purchases requested by NHID (e.g., licensing fees, special data files).

4. Plan of Work, Timeframe, and Deliverables

4a. Understanding of Project Objectives

In New Hampshire and across the country, substance abuse is growing at a significant rate. To promote opportunities for recovery for individuals with substance use disorder, the New Hampshire Legislature collaborated with providers, associations, and insurance providers to define the levels of care and prior authorization requirements to help ensure that clinical care is delivered in the right amount, at the right time, in the right setting, and for the right duration for patients.

The NHID is in the process of conducting targeted market conduct examinations of three Qualified Health Plan (QHP) issuers to evaluate compliance with insurance laws relating to behavioral health services and compliance with mental health parity laws. The NHID is seeking an independent consulting firm to support these examinations by conducting an in-depth analysis of the QHP issuers' compliance with the Substance Use Disorders subdivision of the State's Managed Care Law, New Hampshire RSA 420-J: 15-18 relative to the appropriate use of the ASAM criteria to determine appropriate clinical care delivery.

The relevant period under examination is January 1, 2016, through June 30, 2017. The project shall commence after all signed paperwork is provided to the NHID (by March 22, 2018) and the New Hampshire Governor and Council approves the contract. All work associated with the exams, including draft reports, must be completed by August 31, 2018.

4b. Work Plan and Deliverables

In order to fully meet the expectations of this RFP in terms of ASAM compliance and care delivery, we propose the following sequencing of events to ensure that we understand each QHP issuer's clinical processes, particularly their use and application of ASAM criteria, appropriate clinical service placement based upon member risk, utilization management protocols, and clinical operations prior to conducting the required focused clinical case reviews.

1. Set engagement parameters at kick-off meeting.

- Review project goals, draft project plan, deliverables, and timeline with NHID
- Determine project periodic consultation schedule with NHID and examination vendors to ensure that deliverables consistently meet or exceed NHID's expectations
- Identify primary contacts

DELIVERABLES:

- ❖ Final project plan
- ❖ If NHID plans to present analytic approach to stakeholders at this point, BerryDunn will prepare summary materials for use in presentation
- ❖ Proposed meeting/conference call check point dates
- ❖ Primary contacts list

- 2. Review existing (past and ongoing) examination papers, opinions, reports, NAIC information regarding the carriers.**
- 3. Identify population/universe from which a sample will be taken.** Our sample size and methodology will assure a confidence level of 95 or greater.
- 4. Develop data call letters, interrogatories, and requests for information.** In anticipation of the formal clinical case review on a representative sample of cases involving members with SUD or co-occurring disorders, we will request and review the following information from each QHP in collaboration with NHID staff. The term “clinical” refers to the inclusion of care managers who make utilization review determinations, including prior authorization reviews, and physician advisors.
 - Clinical operations
 - Clinical table of organization
 - Clinical policies and procedures particularly those that outline the application of ASAM criteria
 - Clinical policies and procedures related to prior authorization, authorization determinations, documentation requirements, timeliness of authorizations, denial processes, transition and discharge processes, and physician advisor oversight
 - Clinical staffing roster for those staff who perform utilization review activities, including total full-time equivalents (FTEs), FTEs allocated to members with SUD or co-occurring disorders, credentials, licensure, certification, and educational preparation
 - Staff to member ratio for members with SUD or co-occurring disorders
 - Average number of clinical reviews per day per care manager for members with SUD and co-occurring disorders
 - Orientation and training of all clinical staff
 - Orientation and training manuals for all clinical staff, including physician advisors and care managers who make utilization determinations
 - Evidence of ASAM eLearning training modules available on line through The Change Companies™ or other formal ASAM training
 - Annual medical necessity criteria training requirements for all clinical staff, particularly regarding ASAM
 - Training related to the ASAM Multidimensional Assessment and Level of Risk
 - Training related to the array of levels of care as defined by ASAM
 - Training related to network composition and availability of providers who offer all ASAM levels of care
 - Quality

- Results of annual or semi-annual interrater reliability data for physician advisors and care managers who make utilization review determinations, with focus on SUD clinical cases
- All clinical denials related to SUD

DELIVERABLES:

- ❖ Data Call Letters
- ❖ Interrogatories
- ❖ Requests for Information

5. Prepare evaluation tool and conduct examination to assess compliance with state law relative the use of ASAM criteria. We will develop a formal evaluation tool, in collaboration with NHID, containing pertinent critical elements of the clinical management process to demonstrate compliance with the ASAM level of care criteria and level of care placement. We will:

- Design the tool to ensure compliance, identify safety risks, and determine appropriateness of care delivery for vulnerable members
- Test the tool through an interrater reliability process of 20 sample cases
- Include elements in the tool that are required to be present in each case in order to meet the ASAM requirements

Those items to be contained in the formal tool should be found in the QHP clinical/utilization documentation records below. In order to perform a clinical case review, the following clinical case information will need to be obtained from the member's QHP of record:

- Electronic utilization record for each case which includes documentation of the following:
 - Member ID number
 - All clinical documentation including physician notes
 - Level of care requested and level of care authorized
 - Appropriateness of clinical request based upon presenting clinical information
 - Results of the member's mental status examination
 - Results of provider's biopsychosocial assessment of the member
 - Diagnosis
 - History of substance use and co-occurring disorder
 - Longitudinal care management plan
 - Treatment plan summary
 - Discharge planning or transition to the next appropriate level of care
 - ASAM Multidimensional Assessment (six dimensions) and level of risk (including any imminent risk) for each dimension for each prior authorization
 - ASAM criteria that justifies admission
 - Denials

- Consultations with physician advisors
- Authorization history
- Member's crisis plan
- Member's recovery needs

We will then follow-up with carriers if any further elaboration or explanation is needed, complete our review of information, provide feedback to NHID, and provide input to the examination vendor as appropriate.

DELIVERABLE:

- ❖ Preliminary Findings

6. Provide detailed draft written reports to NHID for review and comment. We will develop written reports for NHD that contain:

- An executive summary of issues raised by the review and report, as well as any associated recommendations
- Detailed discussion and findings of each examination conducted
- Comprehensive written explanations and thorough documentation supporting any potential noncompliance findings

We will meet with NHID to walk through the reports, answer your questions, and determine whether modifications are warranted.

DELIVERABLES:

- ❖ Draft Report for each QHP

7. Review feedback from NHID and edit reports as appropriate.

DELIVERABLE:

- ❖ Final Report

4c. Project Schedule

The following timeline, based on the tasks outlined above, represents our current estimate of how long the project will take. It assumes a start date after paperwork is signed on March 22, as suggested in the RFP, and assumes feedback from all stakeholders, including NHID, occurs in a timely manner. Note that some of the steps will overlap. We recommend reviewing this timeline with the NHID during initial project planning to determine whether modifications are required to meet project objectives.

Task	Deadline
1. Set engagement parameters	By March 30, 2018
2. Review existing (past and ongoing) examination papers, opinions, reports, NAIC information regarding the carriers	By April 21, 2018
3. Identify population/universe from which samples will be taken	By April 21, 2018
4. Develop data call letters, interrogatories, and requests for information	By May 4, 2018
5. Conduct examination to assess carrier compliance with state law relative to the use of ASAM Criteria	By July 27, 2018
6. Provide detailed draft written reports to NHID for review and comment	By August 31, 2018
7. Deliver final report	By September 14, 2018
8. Provide availability for consultation, to attend and testify at meetings or hearings	Through October 30, 2018

5. Conflict of Interest Disclosure

BerryDunn is not aware of any potential, or actual, conflicts of interest with respect to this procurement. BerryDunn is currently engaged in other consulting projects with the NHID. We have participated in recent work of the New Hampshire Citizens Health Initiative. BerryDunn has among its clients no insurers in New England.

6. References

Client satisfaction is key to our success. We conduct an annual online client survey, which helps us understand client satisfaction with our services, what is important to our clients, and where we need to improve.



Client satisfaction is key to our success.

In our 2017 client survey, 97% of clients stated that they are satisfied with their most recent experience working with BerryDunn.

Below we have provided contact information for three BerryDunn clients for whom we provide consulting support similar to the services requested by NHID. We encourage you to speak with our client references to inquire about their satisfaction with the quality and timeliness of BerryDunn's services.

Massachusetts Center for Health Information and Analysis

Deborah Gray, MBA, PhD
Former Manager of Analytics, Services and Strategy
Tel: 781-254-7511
Email: deborahagray@comcast.net

Community Care Behavioral Health (Pennsylvania)

James Gavin
CEO
Tel: 412-454-2146
Email: gavinjg@ccbh.com

Pennsylvania Department of Public Welfare

Terry Mardis
Division Chief
Division of Medicaid and Financial Review
Office of Mental health and Substance Abuse Services
Tel: 717-772-7358
Email: tmardis@state.pa.us

James P. Highland, Ph.D., MHA



Jim Highland is a health economist with a background in health administration and insurance, and a principal in BerryDunn's Government Consulting Group. He has over 30 years of experience advising policymakers and nonprofit healthcare executives on issues related to healthcare financing, coverage, benefits, contracting, risk assumption, provider payment, and data warehousing/analysis. As former president and founder of Compass Health Analytics, Inc. for 20 years, he built the team of actuaries, economists, and data management professionals that have now become BerryDunn's Health Analytics practice area. Jim and his team have done in-depth financial, actuarial, and data analytics work on the costs of health coverage, population-based pricing related to ACOs, risk-sharing arrangements, design of alternative payment arrangements, Medicaid managed care, behavioral health/physical health integration, and transparency in commercial insurance markets.

Prior to founding Compass in 1997, Jim's experience included the University of Pennsylvania's Leonard Davis Institute, where he conducted research for Centers for Medicare & Medicaid Services (CMS) on provider payment methods, the American Hospital Association's Office of Public Policy Analysis, and Blue Cross Blue Shield of Massachusetts. During his career, he has worked with and for researchers, policymakers, insurers, and providers, and combines an ability to advise senior executives in system visioning and leadership with a mastery of the technical financial and information technology skills necessary to lead a team in detailed design and implementation.

Relevant Experience

BerryDunn (formerly Compass Health Analytics) (1997 to present). Jim designs and conducts research and analysis of complex healthcare data for issues related to pricing, rate setting, contracting, and strategic planning for public and nonprofit risk-bearing healthcare organizations, with an emphasis in Medicaid managed care programs, behavioral health, state-level insurance regulation, and health insurance coverage expansions.

Abt Associates Inc. (1994 to 1997). As a senior associate in the Health Economics Consulting Group, Jim directed and conducted research and analysis related to a variety of provider payment and insurance issues, including financial/risk modeling, capitation pricing, risk and incentive arrangements, physician fee schedule development, and managed care strategy. Clients included major insurers, HMOs, major provider organizations, pharmaceutical companies, medical societies, and state and federal agencies.

Blue Cross Blue Shield of Massachusetts, Director of Research, Planning, and Evaluation (1993 to 1994). Jim served as the director of Research, Planning, and Evaluation related to hospital and physician contracts, including managed care risk sharing arrangements. He conducted planning for provider network development, and also designed and managed a project for resource-based relative value scale (RBRVS) implementation.

American Hospital Association (AHA) (1990 to 1993). Jim served in various capacities with the AHA.

- *Director, Division of Economic Studies:* Directed a staff of five in conducting impact studies, research studies, and other analyses critical to the association's public policy activities. Provided economic research perspective in key association policy discussions. Primary focus on issues related to federal health reform and provider payment issues.
- *Associate Director, Division of Financial Policy:* Managed policy development and analysis for over 5,000 member hospitals on physician payment and hospital outpatient payment issues.

Supported representation and member education with issue papers, Congressional testimony, regulatory comment letters, and presentation to member and other professional groups. Selected for Federal advisory groups related to outpatient payment issues.

University of Pennsylvania (1988 to 1990). Jim's roles with the University included:

- *Senior Investigator, Leonard Davis Institute of Health Economics:* Proposed successfully for a grant from the Health Care Financing Administration to study physician investment in diagnostic testing equipment. Designed valuation-based model to assess fees for diagnostic tests. Managed research process, staff, and budget.
- *Instructor: The Wharton School:* Assisted teaching "Financial Management of Health Institutions" to second year Health Care M.B.A. students. Customized valuation software for hospital applications and instructed students in its use. Taught "Health Economics" to junior and senior undergraduates.

Andersen Consulting (1985 to 1987). As a senior management consultant, Jim managed and coordinated over 150 client personnel in successful user testing of large financial information system at a major university teaching hospital. Additionally, he designed a testing approach and automated testing control system, coordinated and facilitated interactions between client and software vendors in customizing basic software, and led training sessions for hospital personnel.

Sisters of Mercy Health Corporation, Administrative Fellow (1984 to 1985). Jim was an Administrative Fellow, designing and successfully implementing a capital budgeting system at a 530-bed teaching hospital. He developed and launched a corporate structure for hospital-physician joint ventures, guided the management and budgetary process for the Department of Surgery, and evaluated requirements and wrote proposal for initiating financial planning function at the system holding company.

Education, Certifications, and Professional Affiliations

PhD, The Wharton School, University of Pennsylvania, Health Economics/Health Finance

MHSA, The University of Michigan, School of Public Health, Health Services Administration

BA, Northwestern University, Economics, with Honors

Member, Healthcare Financial Management Association

Member, American Economic Association

Carole Taylor, RN, MSN



Carole Taylor is a registered nurse and mental health professional with over 40 years of direct clinical and healthcare services experience. She is an accomplished teacher, hospital administrator, and nursing professional, with extensive experience implementing policies and procedures in the healthcare arena. She has published scholarly articles in the Journal of Behavioral Health Services and Research, Training Behavioral Healthcare Professionals: Higher Learning in the Era of Managed Care, and Western Pennsylvania Nursing News.

Recent Experience

Carole Taylor Consulting Options, LLC (2016 to present). As an independent consultant, Carole has worked as a community behavioral health and managed care organization consultant for several organizations. These include:

- **Community Behavioral Health of Philadelphia.** Assessment, redesign, and reorganization of the Care Management Department of a 501(c)3 PA BHMCO. Developed training for care managers related to clinical data collection, critical thinking, and longitudinal care management. Implementing protocols and interventions for the management of members with complex needs. Developed policies and procedures related to high risk members.
- **New York State Office of Mental Health.** Children's services will be transitioning from fee-for-service to full integration into managed care in 2018. Working with the NYS Office of Mental Health related to implementation efforts. Children's behavioral health benefits will be fully integrated into currently operating physical health MCOs.
- **Alliance Behavioral Healthcare of Durham, NC.** Developed a high risk intervention model for behavioral health members with complex needs.

Community Care Behavioral Health Organization (2001 to 2016). As Corporate Project Director, Carole worked on several projects.

- Developed and wrote response to RFP to partner with CDPHP (Capital District Physician Health Plan) to manage the BH benefits for the Capital Region in NY State as NYS implemented mandatory managed care for MA. Managed administrative, clinical, and operational implementation including provider training, care management recruitment and hiring, lead integration efforts with CDPHP, and preparation for state and Mercer readiness review.
- Developed and wrote response to 5-NYS region RFP's, issued by the Office of Mental Health, to manage the BH benefits in preparation for full implementation of mandatory MA enrollment for transition to adult managed care. Located in Yonkers, NY, Community Care was the successful bidder for the 16 county Capital Region in NY State. Managed administrative, clinical, and operational implementation that included the development of provider training, provider oversight and management, provider benchmarking, care management recruitment and hiring, implementation of protocols, policies and procedures for care management, member services, and quality management for approximately 600,000 members.
- Community Care was invited by the NYS Office of Mental Health and the New York City Department of Health and Mental Hygiene, in cooperation with the psychiatric department of

Columbia University, to manage the Care Monitoring Initiative (CMI). CMI was developed as a pilot project and a precursor to mandatory managed care in NYS. This project was developed to ensure that high risk members in Brooklyn were appropriately connected to behavioral health care, physical health care, and pharmacy benefits. This originally started in Brooklyn and transitioned to the Bronx in the last 6 months of the pilot.

Carole served as the Chief Clinical Officer for Community Care from 2001-2016 with responsibility and accountability for Care Management, Member Services, Quality Management, Complaints and Grievances, special projects, new business implementation, URAC, and NCQA.

Education, Certifications, and Professional Affiliations

MSN, Psychiatric Mental Health Nursing, University of Pittsburgh

BSN, Slippery Rock University

BS, Education, California University of PA

Professional Registered Nurse (RN)

Yoko McCarthy, MBA, CISA, CFE



Yoko McCarthy is manager in BerryDunn's Government Consulting Group specializing in financial compliance, risk management, project management, audit, and information security. She is a highly motivated leader with strong skills in data analysis, planning and organization, and change management. She brings a thorough understanding of business goals, objectives, and processes to each project.

Recent Relevant Experience

BerryDunn (10/2012 to present). As a manager in BerryDunn's Government Consulting Group, Yoko has worked on the following projects:

- **Washington Health Benefits Exchange (WAHBE) (2016 to present).** Yoko led the FY2016 programmatic audit of WA HBE which was conducted in compliance with 45 CFR 55 to ensure that internal controls and processes governing eligibility determination and enrollment were maintained. Yoko performed the eligibility and enrollment testing. Yoko will be serving as project manager for the FY2017 financial and programmatic audit.
- **Vermont Agency of Human Services (2016 to present).** Yoko is currently serving as project manager for the FY2016 financial and programmatic audit of Vermont's health insurance exchange. She also serves a project manager for the FY15 audit. BerryDunn is providing a Yellowbook audit in compliance with 45 CFR 55 to ensure that internal controls and processes governing eligibility determination and enrollment were maintained. Yoko managed all phases of the engagement including developing and maintaining the work plan. Additionally, she coordinated and monitored the internal resources and participated in fact-finding meetings.
- **Alaska Department of Legislative Audit (DLA) (2016 to present).** Yoko is assisting the DLA in the identification and examination of the information technology general controls and application controls related to Alaska's Integrated Resource Information System (IRIS) with a goal of compliance and attestation of the general and application controls of IRIS. DLA will use the results of the review to plan the audit of the State's financial statements and single audit for fiscal years 2016 and 2017.
- **Minnesota Health Benefit Exchange (MNsure) (2015 to present).** Yoko is currently serving as project manager for the FY2016 programmatic audit of Minnesota's health insurance exchange, which was conducted in compliance with 45 CFR 55 to ensure that internal controls and processes governing eligibility determination and enrollment were maintained. She also served as project manager for the FY15 audit.
- **Massachusetts HIX/IES Entities (2014 to present).** BerryDunn is currently providing IV&V for Massachusetts' HIX/IES implementation. Since 2014, Yoko has been leading the Financial Review task area for IV&V services, providing monthly financial status reporting, documenting cost allocation methodologies, reviewing System Integrator's invoices, and assisting with change request review. Her major responsibilities include review of the financial management process and tools for this large scale project to ensure integrity of the financial data, correct use of various funding sources based on the approved cost allocation methodology, and to help ensure efficiency of the financial management process. In addition, her team has assisted with the

development of IAPD-Us, which have resulted in the Commonwealth receiving over \$110 million in federal funds under Title XIX.

- **Children and Family Services of New Hampshire (2016 to 2017).** Yoko led BerryDunn's team, providing Forensic Accounting Services to Children and Family Services of New Hampshire, a non-profit organization. The project included drafting initial findings, as well as preparing a final audit report.
- **HealthSource Rhode Island (HSRI) (2015 to 2016).** Yoko served as the project manager for the FY2014 financial and programmatic audit of Rhode Island's health insurance exchange, which was conducted in compliance with 45 CFR 55 to ensure that internal controls and processes governing eligibility determination and enrollment were maintained.
- **Missouri Department of Social Services, Family Services Division (2014 to 2014).** Yoko served as a project manager for BerryDunn's engagement to conduct an Independent Security Assessment of the Missouri Eligibility Determination and Enrollment System (MEDES), which is required for Missouri's continued Authority to Connect status with the Federal Data Services Hub. This assessment required identification and assessment of security risks related to the development and operation of the MEDES functions and to the confidentiality, privacy, integrity, and availability of critical, personally identifiable data. For this assessment, Yoko followed the best practices and the requirements of CMS' catalog of Minimum Acceptable Risk Controls for Exchanges and other state and federal privacy and security laws. This project also included the development of an action plan to mitigate the risks identified during the assessment.

Massachusetts Office of the State Auditor (2004 to 2012). Yoko held responsibility for the following activities:

- *Data mining and analysis for the Medicaid Audit Unit.* Yoko analyzed Medicaid data, EBT card transactions data, and lottery winner data for welfare fraud analysis for the Bureau of Special Investigations; prepared quarterly reports for the legislature; served as a member of the OSA data mining committee; and analyzed the results of various surveys.
- *Management of Payroll and Personnel Data.* Yoko managed the budget projections for personnel expenses that account for 85% of the total \$17.2 million budget of five accounting lines through on-going financial analysis; prepared cost allocation reports; ensured the accuracy of the payroll and reconciled it on a bi-weekly basis; assisted the Deputy Auditor in the preparation of annual spending plans for the Governor's Office and fiscal budget maintenance documents for the House and Senate Ways and Means Committees; and assisted the HR Director in data management of the Halogen performance and talent management software.

Education, Certifications, and Professional Affiliations

MBA, specializing in Finance, Information Systems, and Supply Chain Services Management, University of Massachusetts

BA, Economics, Kobe College, Hyogo, Japan

Certified Fraud Examiner

Certified Information Systems Auditor

Member of Association of Government Accountants, the Association of Certified Fraud Examiners, and ISACA

Valerie Hamilton, JD, RN, MHA



Valerie Hamilton is a manager with BerryDunn's Health Analytics Practice Area, with over 20 years of experience working with healthcare providers and institutions. She has expertise in clinical provider operations, healthcare policy, healthcare law, QA and management practices, and healthcare business operations.

Recent Relevant Experience

BerryDunn Health Analytics Practice Area, formerly Compass Health Analytics, Inc. (2016 to present). As a health policy manager, Valerie is responsible for reviewing and summarizing literature on medical efficacy of healthcare services, including issues related to insurance coverage and benefits. She manages projects which include medical efficacy review and related cost estimates.

Promerica Health, LLC (2014 to 2016). As the vice president of Compliance and Communication, Valerie launched the health and wellness screening laboratory. She also oversaw clinical operations, compliance, quality, accreditation, and licensing.

Prudential Financial (2013 to 2014). As a clinical consultant, Valerie collaborated with other professionals to evaluate disability claims for potential and capacity for return to work based on physiological and social factors.

The Ohio State University Wexner Medical Center (2000 to 2013). Valerie served as a legal consultant, performing reviews of medical liability lawsuits. Prior to this position, she served as the director of Quality and as a hospital attorney from 2000 to 2002, responsible for monitoring and improvement of quality at a satellite hospital location. She oversaw quality initiatives and assisted with JCAHO accreditation.

HeartCare, Inc. (1998 to 2000). As a practice administrator, Valerie was responsible for business operations and growth of this invasive cardiologist practice.

Clinical Medical Experience (1992 to 1997)

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

Education and Certifications

JD, The Ohio State University College of Law, 1997

MHA, Division of Health Services Management & Policy, College of Public Health, The Ohio State University, 1997

BA, Psychology, The Ohio State University, 1993

RN, Providence Hospital School of Nursing, 1988

Amy C. Raslevich, MBA, MPP



Amy is a seasoned consultant with over 20 years of experience in healthcare administration and consulting in public and private programs. She has worked in a variety of healthcare settings, including private physician practices, community hospitals, integrated delivery systems, self-insurance plans, and managed physical and behavioral health insurance companies. She has significant expertise in strategic analysis, planning, and implementation, and has managed a variety of analytical and operational functions, including decision support, budgeting, cost accounting and compliance. Her work bridges the gap between quantitative and qualitative analysis, and translates complex data legislative and regulatory language into tangible information that can be used for decision-making.

Recent Relevant Experience**BerryDunn Health Analytics Practice Area, formerly Compass Health Analytics (2011 to present).**

As a Consulting Manager, Amy conducts policy analysis, including legislative and regulatory reviews, as well as utilization, financial and operational assessments for public and private sector clients. She is responsible for analyzing clinical and financial aspects of health policy issues, including issues related to insurance coverage and benefits. She conducts medical literature reviews and synthesis of recent findings and conclusions regarding specific treatment approaches for specific benefit coverages. She also estimates cost of specific health insurance benefits, including assessment of treatment prevalence, coverage rules, treatment costs, technology change, and cost trends.

Child Watch of Pittsburgh, Inc. (2005 to 2009). As Executive Director of this non-profit community coalition of child advocates, Amy was responsible for overall health and daily oversight of agency.

Community Care Behavioral Health (2001 to 2005). Amy held progressively responsible management positions providing analytical support to senior management. She managed departments of Strategic Analysis, Compliance, and Communications & Marketing.

Deloitte Consulting Group (1998 to 2001). As a Senior Consultant in Deloitte's healthcare practice, Amy developed medical management design for a large health insurer; created analytical software for a pharmaceutical manufacturer; and formed an all-inclusive payor-provider system for individuals with developmental disabilities living in community settings.

Inova Fair Oaks Hospital (1995 to 1997). As a Senior Financial Analyst in the Budget and Reimbursement Department, Amy managed hospital decision support and cost accounting systems and staff, and developed budgets for 151-bed community hospital in regional integrated healthcare system.

Principal Behavioral Health Care (1994 to 1995). As a Financial Analyst II, Amy managed budget and financial reporting system for behavioral health subsidiary of national managed care firm, including strategic and variance analysis and re-forecasting.

Eastern Mercy Health System (1993 to 1994). As a Planning Analyst, Amy performed market research and analysis for national not-for-profit healthcare organization, including twelve regional delivery systems, to coordinate and consolidate planning efforts.

Education, Certifications, and Professional Affiliations

MBA, Certificate in Health Sector Management, Duke University, Fuqua School of Business

MPP, Certificate in Health Policy, Duke University, Sanford School of Public Policy

BS, Economics, Dual Concentration in Public Policy Management and Health Care Management, University of Pennsylvania, Wharton School of Business

STATE OF NEW HAMPSHIRE
2018 – ECG – 109 Market Conduct Exams - ASAM Criteria Analysis
REQUEST FOR PROPOSALS

INTRODUCTION

The New Hampshire Insurance Department (NHID or Department) is requesting proposals (RFP) for a Contractor to perform specific tasks associated with targeted market conduct examinations that are already underway to assess health insurance issuers' compliance with the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA) and New Hampshire state laws relative to coverage for behavioral health services. The exams focus on the state's three current Qualified Health Plan (QHP) issuers, and the time period under examination is January 1, 2016 through June 30, 2017.

In this RFP, the NHID seeks assistance in supplying medical expertise to support the examiners' ability to assess compliance with state law relative to the use of American Society of Addiction Medicine (ASAM) criteria when determining medical necessity and conducting utilization review, including in the prior authorization process, as required under the Substance Use Disorders subdivision of the state's Managed Care Law, New Hampshire RSA 420-J:15-18.

The contract will continue through October 30, 2018.

GENERAL INFORMATION/INSTRUCTIONS

The Contractor is expected to have and use their expertise in all aspects of market conduct examinations, including knowledge of National Association of Insurance Commissioners (NAIC) standards, as well as knowledge of ASAM criteria and related New Hampshire insurance regulatory requirements to contribute to the successful completion of this project.

Electronic proposals will be received until 4:00 p.m. local time on March 12, 2018 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 2018 – ECG – 109 Market Conduct Exams – ASAM Criteria Analysis"**.

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.

A successful proposal must include all the tasks outlined in the RFP.

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.

SERVICES REQUESTED

The NHID is in the process of conducting targeted market conduct examinations of three QHP issuers with respect to compliance with insurance laws relating to behavioral health services, with a particular focus on compliance with mental health parity laws. In conjunction with these examinations, the NHID seeks a Contractor to perform an in depth analysis of the issuers' practices relative to the use of ASAM criteria. This analysis will serve to confirm compliance with requirements under the Substance Use Disorders subdivision of the state's Managed Care Law, New Hampshire RSA 420-J:15-18.

The examinations have already commenced, and are being conducted by contractors selected through an earlier RFP process. The contractor will find it useful to review:

- Reports of previous market conduct examinations which focused on benefit coverage and claims handling practices of the state's largest insurance carriers specific to substance use disorder treatment services
 - <https://www.nh.gov/insurance/consumers/substance-use-disorder-coverage.htm>
- Documents related to previous market conduct exams: Request for Proposals, winning bids and contracts with Regulatory Insurance Advisors (RIA) & Exams Resources (ER).
 - https://www.nh.gov/insurance/lah/documents/2017mc_exam-rfp_riabid.pdf
 - https://www.nh.gov/insurance/lah/documents/2017mc_exam_rfo_erb主id.pdf

The NHID anticipates that the selected contractor would work closely with NHID staff and the contract examiners to develop appropriate data calls associated with use of the ASAM criteria, to review data submitted, and to provide input in a timeframe consistent with the existing exam schedule. Specifically, all work associated with the exams, including draft reports, must be completed by August 31, 2018. Contractor will be available for consultation, to attend and testify at meetings or hearings through the end of the contract.

The Contractor shall be responsible for work that includes the following specific tasks:

The Contractor will be expected to clearly and precisely define the population/universe from which a sample will be taken.

The Contractor will be expected to determine the appropriate sample size and methodology in order to attain a confidence level of 95 percent or greater.

The Contractor will be responsible for creating interrogatories, data calls and requests for information needed for a complete and thorough assessment.

The Contractor will be responsible for a clinical review of prior authorization requests to ensure that decisions have been rendered in accordance with ASAM criteria.

The Contractor will be expected to provide regular, detailed status updates in a manner prescribed by the Department.

For each examination being conducted, the Contractor will be responsible for preparing draft written reports of a high quality. The draft written reports will include:

- Detailed discussion and findings on each examination conducted.
- Comprehensive written explanations and thorough documentation supporting any critical comments.
- Summary of issues raised by the review and report, and any associated recommendations.

The Department will retain the authority to review and edit the draft reports in preparation to present the documents to the Commissioner.

Contractor may be required to attend and testify at meetings, including public, administrative, judicial, or legislative hearings, as requested.

Contractor may be subject to deposition, based upon activities and findings during an examination.

Other related work as requested by the Department.

EVALUATION OF PROPOSALS

Evaluation of the submitted proposals will be accomplished as follows:

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

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

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

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

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

(1) *Specific skills needed:*

- a) Expertise with the operational processes and procedures of health carriers relative to the use of ASAM criteria. Please identify role and title of each individual.
- b) Clinical expertise in addiction medicine and the application of ASAM criteria.

- Identify staff and credentials in the response.
- c) Experience relative to the development, implementation and execution of the Market Conduct process, including developing interrogatories and data calls.
 - d) Familiarity with state and federal laws and regulations and the NAIC Market Regulation Handbook
 - e) Expertise with Health Products.
 - f) Expertise with operational analysis and development of documentation and work papers.
 - g) Experience with ACL™ or other sampling software.

40% of total score

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

20% of total score

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

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

Other costs Description. 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.

Proposals should state the periods of time during the term of this contract that Contractor resources may be limited or inaccessible.

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

20% of total score

- (4) *Plan of Work, Timeframe and deliverables.* The proposal must include a Work Plan and specify a timeframe in which the Contractor commits to project deliverables as they are developed. The proposal should be specific about the steps that will be taken by the Contractor. The Contractor is welcome to identify periods of time that they

will have reduced resources available, or other considerations that will allow resource planning during the term of the contract. The Work Plan should include a description of the anticipated products, a schedule of tasks, deliverables, major milestones, and task dependencies.

20% of total score

- (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 February 26, 2018. Questions should be directed to Alain Couture via email at alain.couture@ins.nh.gov. Please include "RFP for 2018 – ECG 109 – Market Conduct Exams – ASAM Criteria Analysis"

A consolidated written response to all questions will be posted on the New Hampshire Insurance Department website at <https://www.nh.gov/insurance/aboutus/rfps/index.htm> by March 1, 2018.

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 State reserves the right to negotiate specific terms in the contract after selection of the successful vendor.

The selection of the winning proposal is anticipated by March 15, 2018, and the NHID will seek to obtain all state approvals by early March. Please be aware that the winning bidder will need to provide all signed paperwork to the NHID by March 22nd 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.

Berry Dunn McNeil & Parker, LLC

2018-ECG-109 Market Conduct Exam-ASAM Criteria Analysis

Exhibit B

Contract Price, Price Limitations and Payment

The services will be billed at the rates set forth in the Contractors Proposal, dated March 12, 2018, not to exceed the total contract price of \$85,500. The services shall be billed at least monthly and the invoice for the services shall identify the person or person providing the service. Payment shall be made within 30 days of the date the service is invoiced.

Berry Dunn McNeil & Parker, LLC

2018-ECG-109 Market Conduct Exam-ASAM Criteria Analysis

Exhibit C

**New Hampshire Insurance Department
Contractor Confidentiality Agreement**

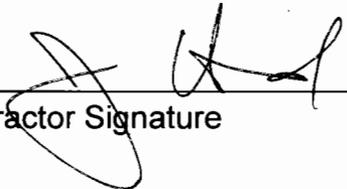
As a contractor for the New Hampshire Insurance Department (Department) you may be provided with information and/or documents that are expressly or impliedly confidential. All contractors are required to maintain such information and documents in strict confidence at all times. Disclosure, either written 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.

James Highland
Printed Name of Contractor

Date

3/22/2018

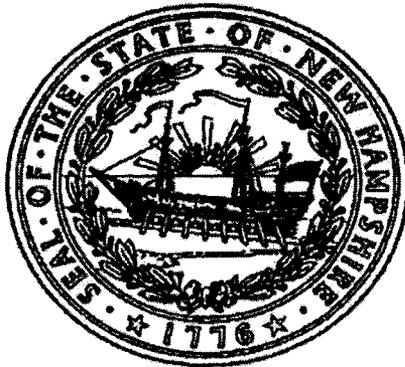

Contractor Signature

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 BERRY, DUNN, MCNEIL & PARKER, LLC is a Maine Professional Limited Liability Company registered to do business in New Hampshire as BERRY, DUNN, MCNEIL & PARKER, P.L.L.C. on March 12, 1999. 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: 310384



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of September A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, John Chandler of the Berry Dunn McNeil & Parker, LLC
do hereby certify that:

1. I am the Managing Principal of the Berry Dunn McNeil & Parker, LLC:

This Limited Liability Company may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its New Hampshire Insurance Department 2018-ECG-109.

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

2. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of this 22nd day of March, 2018

IN WITNESS WHEREOF, I have hereunto set my hand as the Managing Principal, of the company this 22nd day of March, 2018

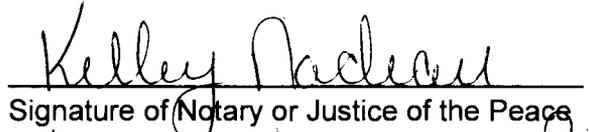


John Chandler
Managing Principal
Berry Dunn McNeil & Parker, LLC

STATE OF Maine
COUNTY OF Cumberland

On March 22, 2018 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Notary Seal



Kelley Nadeau, Notary Public
Name/Title of Notary or Justice of Peace

My Commission Expires: June 29, 2023

KELLEY NADEAU
NOTARY PUBLIC
State of Maine
My Commission Expires
June 29, 2023

STANDARD EXHIBIT I

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

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

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

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

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 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.

NEW HAMPSHIRE INSURANCE DEPARTMENT

The State

[Signature]
Signature of Authorized Representative

ROBERT SEVIGNY
Name of Authorized Representative

COMMISSIONER
Title of Authorized Representative

3/22/2018
Date

Berry Dunn McNeil & Parker, LLC

Name of the Contractor

[Signature]
Signature of Authorized Representative

James Highland
Name of Authorized Representative

Principal
Title of Authorized Representative

3/22/2018
Date