BR 49

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 analytical 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.

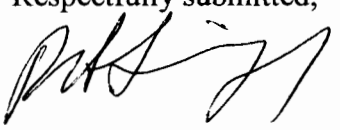
The NHID seeks assistance from this vendor to conduct quantitative analyses of New Hampshire Comprehensive Health Information System (NHCHIS) data and reviews of carrier's policies and procedures to assist market conduct examiners to determine whether issuers' provider reimbursement strategies and rates comply with 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 developing methodologies and data calls to extract relevant data from NHCHIS; reviewing NHCHIS data and carrier policies and procedures to assess consistency in reimbursement strategy; 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. Two 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. Sevigny

ECG-110 PROPOSALS EVALUATIONS

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

Evaluation process: Every member reviewed and independently evaluated the bids.
On March 15, 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 Meets Specific Criteria (40% or points)	CONTRACTOR General Qualifications & Related Experience (20% or points)	PLAN of Work Timeframe and Deliverables (20% or points)	Bid Price- BUDGET AMOUNT	COST (20% or points)	TOTAL SCORE (100% or Points)	Score without $$$	NOTES
	2018 - ECG 110 - Market Conduct Exams-Provider Reimbursement Strategy Analysis								
	Berry Dunn Assurance, Tax, Consulting	35.00%	18.00%	18.00%	$95,000	20.00%	91.00%	71.00%	
	Regulatory Insurance Advisors	30.00%	15.00%	14.00%	$135,000	14.07%	73.07%	59.00%	

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

AGREEMENT

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

GENERAL PROVISIONS

I. 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 Maine, County of Cumberland

On March 22, 2018, 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

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

[Seal] Kelley Nadeau

1.13.2 Name and Title of Notary or Justice of the Peace

Kelley Nadeau, Notary Public

1.14 State Agency Signature Date: 3-23-18	1.15 Name and Title of State Agency Signatory Roger Sevigny, Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: J. Christopher Marshall On: 3/26/18

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
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 $1,000,000per 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.

Contractor Initials
Date 2/22/18

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-110 Market Conduct Exam
Provider Reimbursement Strategy Analysis

Exhibit A

Scope of services

Summary of Services to be provided

Perform an in-depth analysis using the New Hampshire Comprehensive Health Information System (NHCHIS) data to assist market conduct examiners in reviewing issuers' practices relative to the development of provider reimbursement strategies and rates, to support the examiners' determination of the carriers' level of compliance with the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA) and provide a final analytical report in a timeframe consistent with the existing exam schedule:

- Develop the methodology and data calls to extract relevant data from the NHCHIS
- Use appropriate sampling protocols to ensure a confidence level of 95 percent or higher
- Use relevant policies and procedures obtained from each carrier to appropriately tailor an analytical approach to the NHCHIS data analysis.
- Assess consistency in reimbursement strategy while accounting for service type, geographic market, demand for services and supply of providers, provider practice size, Medicare reimbursement rates, and training, experience and licensure of providers.
- Provider regular, detailed status updates
- 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-110 Market Conduct Exam-Provider Reimbursement Strategy Analysis and all Amendments thereto;
    - Contractor's Proposal Response to Agency RFP # 2018-ECG-110 Market Conduct Exam-Provider Reimbursement Strategy Analysis

BerryDunn
Assurance, Tax, Consulting

Proposal in Response to RFP
2018 – ECG – 110

Proposal to Provide

Market Conduct Exams – Provider Reimbursement Strategy 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.

BerryDunn

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 # 2018 – ECG – 110) to assist with Market Conduct Exams related to the analysis of provider reimbursement strategies and rates. Our proposal is in response to the New Hampshire Insurance Department's (NHID's) RFP # 2018 – ECG – 110.

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 (Compass) 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 the BerryDunn 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 providing actuarial and analytical and actuarial services to NHID for over a decade.

We are also proposing on 2018 – ECG – 109 Market Conduct Exams – ASAM Criteria Analysis. BerryDunn will reduce the total cost of the two projects by 10% from 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,

James P. Highland, PhD
Principal

Table of Contents

1. Specific Qualifications and Expertise Related to Scope of Services

The New Hampshire Insurance Department (NHID) has published a request for proposals (RFP) to procure expertise in analysis of the New Hampshire Comprehensive Health Information System (NHCHIS) for purposes of supporting ongoing examinations of the three Qualified Health Plans (QHPs) currently operating in New Hampshire related to compliance with the federal Mental Health Parity and Addiction Equity Act (MHPAEA, 45 CFR § 146.136). These examinations require an assessment of the degree to which the QHP's policies and procedures, and the manner in which they are applied in practice, are consistent with the MHPAEA. The NHID has outlined the specific experience it requires in a contractor for this effort.

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.

1a. Expertise with all-payer claims databases

BerryDunn staff have extensive experience with all-payer claims data (APCD). Over the past 10 years, we have worked on dozens of projects that required hands-on analysis of the NHCHIS and the Massachusetts APCD, and are familiar with the strengths (and pitfalls) of this type of data. We have served as a technical advisor on claims data to several projects across the country, focused on data quality and calculating standard outcome measures from APCDs. In addition, BerryDunn completed an engagement assisting another contractor in evaluating the utility of the Vermont APCD for rate review and other regulatory processes. We have previously analyzed reimbursement levels for behavioral services in New Hampshire for NHID using the CHIS data, and hope to have this opportunity to perform a more comprehensive and definitive analysis.

1b. Expertise in all aspects of data analysis

BerryDunn specializes in quantitative analysis of healthcare data, including actuarial and financial analysis for non-profit insurers, provider systems, and employer groups to quality/outcomes analysis to economic analysis supporting policy makers. We provide services supporting analysis, including processing and managing healthcare data and designing and operating decision support environments. Over the years, BerryDunn has accumulated substantial knowledge of the New Hampshire healthcare market and experience with NHCHIS. Our rigor in data integrity and analysis—combined with our audit/examination expertise—provides a level of integrity and assurance in findings that, when combined with our expertise in health economics, health policy, and research methods, leads to sound conclusions based on sound evidence.

Payment systems and payment for SUD
BerryDunn has executed analyses for the NHID related to the utilization and cost of patients with opiate substance use disorder (SUD) as reflected in NHCHIS data. An examination of commercial provider reimbursement rates for medical/surgical (M/S) compared to mental health (MH)/SUD office visits found M/S to be substantially higher than Medicare rates for those services while commercial rates for psychotherapy were generally below Medicare rates. These findings suggested a deeper analysis of provider reimbursement was warranted. In addition, our Health Analytics group (as Compass) performed five analyses with in-depth analysis of Massachusetts statute Chapter 258 aimed at improving its SUD treatment delivery system.[1]

Impact of mandated benefits
BerryDunn has extensive experience estimating the cost to premium payers of mandated health insurance benefits in Massachusetts and New Hampshire. We have completed three cycles, four years apart, of a comprehensive retrospective assessment of all in-force mandates in Massachusetts for the Center for Health Information and Analysis. BerryDunn has also provided estimates of the impact of more than two dozen proposed mandate bills before the Massachusetts and New Hampshire legislatures since 2003.

All of these projects required coordination with regulators, carriers, and other constituencies; statutory analysis; clinical analysis often drawing on expert opinion; and actuarial analysis, typically using all-payer claim data.

Impact of mandated benefits on EHB benchmark plans
BerryDunn assisted the NHID with pricing essential health benefit (EHB) benchmark plans, including estimating the effect of mandated benefits thereon. Through this and other projects, BerryDunn has accumulated knowledge of the Affordable Care Act (ACA) and other federal requirements for health insurance, ranging from provisions that interact with state benefit mandates to the ACA's impact on state-level rate review standards.

Economic analysis of the impact of cost sharing for chiropractic services
Using NHCHIS data, BerryDunn analyzed how member cost sharing for chiropractic services is likely to affect both cost and utilization for these services as well as their impact on overall healthcare costs.

Network adequacy
BerryDunn has provided ongoing NHCHIS analytical support to NHID in its efforts to review and re-engineer its approach to the adequacy of carriers' provider networks.

Economic analysis of health cost drivers
BerryDunn worked with several New Hampshire data sources in writing the first cost-driver report. As part of that project, we developed a carrier questionnaire to supplement data from the

[1] See http://www.chiamass.gov/assets/Uploads/Substance-Abuse-Mandates-Chapter-258-of-the-Acts-of-2014.pdf.

2010 Supplemental Report, NHCHIS, and NAIC Annual Statements. We are familiar with, and adept in using, the New Hampshire data sources cited above, and have become familiar with carrier-specific data issues.

1c. Expertise with provider payment systems

BerryDunn's Health Analytics practice leader, Jim Highland, was the American Hospital Association's Director of Economic Studies during the development and implementation of the Medicare program's primary payment systems, including the inpatient prospective payment system (DRGs), the outpatient prospective payment system, and the resource-based relative value scale (RBRVS) professional service payment system. In this role, he and his staff were responsible for analyzing in detail the methodologies used to develop these systems, and for empirically testing and validating the results published by the federal Health and Human Services (HHS) for these payment systems. His group regularly submitted comment letters based on careful analysis to point out errors and oversights in the federal rule promulgation process. Jim and the Health Analytics team have the ability to understand and to conceive a rigorous analysis comparing payment levels in New Hampshire's commercial system to Medicare payment levels.

BerryDunn staff have worked extensively with provider data. Provider data present a particular challenge, since any effort to identify and classify providers requires careful attention to identifying the appropriate provider entity precisely and to the relationships among entities. In a prior role, one of our staff members was a key member of a team that built a system designed to evaluate provider efficiency and quality using claim data. Doing so required working with provider data from a variety of health plans. We are familiar with the relevant challenges, such as identification of individual practitioners, linking between providers and groups, and handling providers with multiple locations or types of services/specialties.

We have worked extensively with the code sets that support healthcare data—diagnosis and the full sets of professional and facility services codes—and, in particular, we are familiar with the arcana of behavioral health (BH) service coding. We also have staff who have worked on projects requiring the integration of geographic data and traditional healthcare data. In one engagement helping to support a New England health system applying to the CMS Pioneer ACO Pilot program, our staff member performed a market share analysis required by the FTC. The analysis involved developing an algorithm that used publicly available zip code boundary files along with empirically-derived population estimates to identify primary service areas, comprised of the minimum number of contiguous zip codes needed to cover a specified percentage of the system's total members. This algorithm was then applied to several types of healthcare services to assign service-specific primary service areas.

For two nonprofit managed care organization (MCO) clients outside of New England, Jim Highland participates as a standing member in both organizations' value-based payment workgroups to design and test payment methods that include both financial risk and

quality/outcome performance measures for providers. In addition, our actuarial team has developed strategies to assess financial liability for the MCOs value-based payment methodologies.

1d. Expertise with the operational processes and procedures of health carriers relative to the development and measurement of provider reimbursement strategies

BerryDunn has worked with an array of private and public sector clients to develop and evaluate innovative provider reimbursement strategies that encourage the improvement of healthcare quality and outcomes while managing costs. Our firm has broad and deep experience with operations related to provider relations, network development, contracting and credentialing, fraud and abuse, claims processing, legislative interpretation, and provider reimbursement. This expertise allows us to provide analysis and strategic input to various public agencies, payer and provider organizations to understand provider care practices in their effort to transition from fee-for-service to more effective reimbursement models.

BerryDunn has assisted a large integrated delivery system to create and evaluate a range of risk-based strategies in the development of an accountable care organization. BerryDunn has additionally worked with a variety of county-based behavioral health service administrators to develop value-based reimbursement methodologies, and to evaluate the impact of the payment change on service utilization, outcomes and quality, for both the MCO and the provider. Our staff members recently assisted a state Medicaid agency to develop a waiver for provision of behavioral health services through an expanded benefit plan of services and clinicians for which reimbursement will be made through a variety of innovative methods.

1e. Familiarity with state and federal laws and regulations, and the NAIC Market Regulation Handbook

Expertise with operational processes and procedures of health carriers relative to MHPAEA and state mental health parity law

In West Virginia, BerryDunn worked with the Department of Health and Human Resources to evaluate its Medicaid managed care contractors' compliance with the parity requirements outlined in the 2008 Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act (MHPAEA), as amended in the ACA. We evaluated the services provided by the managed care organizations by the following:

- Defining MH and SUD benefits
- Mapping services to benefit classifications
- Identifying and evaluating quantitative and non-quantitative treatment lists
- Assessing, documenting, and demonstrating compliance or need for remediation
- Developing systems and processes to fulfill information availability requirements
- Developing ongoing compliance monitoring and evaluation activities

Our team assisted in the development of West Virginia's 1115 waiver to establish a continuum of care for individuals with SUD. In the implementation phase, we are currently

assisting the State to demonstrate budget neutrality, evaluate member access to covered services, develop provider network standards including those specific to behavioral health benefits, and evaluate MCO adherence to established standards.

In addition, we have a sound understanding of federal and state requirements arising from our work to estimate the impact on premiums of several insurance benefit mandates related to mental healthcare and parity. These studies typically require that we understand the incremental effect of state parity requirements, i.e., the effect of federal parity requirements, and state parity requirements beyond those in the federal law.

Familiarity with other state and federal laws and regulations

The BerryDunn team has extensive experience both federal and New Hampshire laws and regulations related to health insurance. From our previous NHID engagements and experience auditing New Hampshire providers and hospitals, we understand the range of complex activities such as financial oversight, licensing, policy review, rate reviews, quality of care reporting, market conduct oversight, network adequacy, and the impact of mandated benefits. Our staff have extensive experience in both the ACA and its implementing regulations from both the regulator and carrier perspectives.

Familiarity with 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 particular Chapters 16, 20, and 20a). 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.

1f. Experience relative to the development, implementation, and execution of the market conduct process, including developing interrogatories and data calls

In 2015-2016, team members from our Health Analytics practice performed market conduct exams for NHID related to compliance with filed rates in billing customers. Currently, we are performing an examination for NHID related to appropriate claim reporting for a pharmacy benefit management contractor. 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, require a solid analytical methodology, which the BerryDunn team brings to all of our engagements.

The BerryDunn Assurance practice has conducted compliance audits and examinations in a wide array of settings and subject areas, and utilize a rigorous methodology in all assignments and settings. We also bring knowledge of the subject area under examination, in this case knowledge of the role of provider reimbursement in mental health parity compliance and which questions are critical to include in interrogatories. We will work with and communicate effectively with the Department and the Examination contractors to conduct our work in a way that supports the goals of the project, including developing data calls, interrogatories, and sample requirements.

2. General Qualifications and Related Experience

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.

As noted above, in July 2017, BerryDunn merged with Compass Health Analytics, a Maine-based actuarial services, health policy, and healthcare analytics company. Compass's deep health analytics expertise, now resident in the BerryDunn Health Analytics Practice Area, 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.

Over the years, the BerryDunn team has accumulated much of its experience with clients engaged specifically in managing behavioral health (including SUD) services and related analysis. Our work includes warehousing and analyzing both behavioral health and "physical health" claims and eligibility data and designing and operating decision support environments. We have extensive experience with APCDs, including the NHCHIS. Adding to that our experience in New Hampshire health insurance markets and providers, we are well-positioned to assist NHID with this project.

The project as outlined in the RFP requires a diverse set of skills in order to conduct quantitative analyses of NHCHIS data and reviews of carriers' policies and procedures to assist examiners in determining whether the issuers' provider reimbursement strategies and rates, as applied in practice, comply with the federal Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA) regulation, 45 CFR Section 146.136. The following paragraphs provide detail on the BerryDunn's specific skills required for this project.

In addition to the above experience related to specific knowledge and tasks required for this project, our Health Analytics team brings other general capabilities that will aid execution of the project.

2.a. Behavioral health services and ASAM criteria

BerryDunn has extensive experience in analytics related to behavioral health (BH) services. For two decades we have provided analytical support for nonprofit BH MCOs (operating outside New England), 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.

Many of BerryDunn's other engagements draw on our BH expertise. For example, we have worked on analyses related to insurance benefit mandates in Massachusetts that required evaluating the potential cost of treatment strategies, including complying with ASAM standards[2].

2.b. Programming and technical expertise

BerryDunn's data management staff are fluent in SAS, SQL, and other data management and analysis languages. We are well-versed in the technological skills and requirements to support this project, including managing protected health information securely. We currently maintain a copy of NHCHIS on our servers for other projects for NHID. Our staff are noted for being technically proficient, rigorous in their work, and highly knowledgeable about healthcare subject matter and the legal and policy context of their work.

2.c. Awareness of stakeholder perspectives

Through our work with state agencies, we have become attuned to the stakeholders in health insurance policy and regulation—whether in consumer, employer/purchaser, industry, regulatory, or policy-making roles—and their agendas. We understand the contentiousness of the issues and environment, and the need to formulate and communicate conclusions carefully. Our staff have considerable experience interacting with stakeholders, and understand the policy objectives that underlie the statutory and regulatory framework for insurance regulation.

2.d. New Hampshire healthcare and insurance environment

Over time, with work on projects ranging from rate reviews to mandate analysis to network adequacy, BerryDunn has developed a solid familiarity with the New Hampshire healthcare and health insurance environment. We are familiar with 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. And we are familiar with recent work on payment reform, from, among other sources, Jim Highland's collaborative work with the University of Massachusetts Medical School (UMass) on a study examining provider payment within New Hampshire and outlining potential strategies for reform.

[2] 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

3. Staff Credentials

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. Combining his background with the Health Analytics team's deep expertise in healthcare actuarial methods and sophisticated data management, 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.

Prior to founding BerryDunn's predecessor Compass in 1997, Dr. Highland was a Senior Economist at Abt Associates in Cambridge, Massachusetts, where he 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, as well as providing analytical support for nonprofit behavioral health managed care companies. He also previously served as Director of Research, Planning, and Evaluation at BlueCross BlueShield of Massachusetts, and as Director of Economic Studies at the American Hospital Association (AHA). Both of these positions were focused on development and evaluation of provider payment systems. At the AHA, his unit was responsible for reviewing the methodological approach and empirical accuracy of Medicare payment systems, including the inpatient prospective payment system (DRGs), the outpatient prospective payment system (APCs), the ambulatory surgery center prospective payment system (ASC OPPS), and the physician fee schedule (RBRVS).

Dr. Highland's 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 healthcare. He has also analyzed and advised executive decision-makers on payment systems, incentives, and risk bearing, including recent work in ACOs and a variety of other value-based payment methods.

Andrea Clark, MS
Ms. Clark is an experienced consultant with expertise in developing and implementing economic, statistical, and financial analyses in the healthcare field, including extensive experience designing, managing, and analyzing large, complex databases. She has over 15 years of experience working with behavioral health data, and our behavioral health clients turn to her for her deep expertise in working with behavioral health claims data. Prior to joining BerryDunn, she was a consulting economist for a Big Five consulting firm, conducting projects ranging from litigation support for a pharmaceutical suit to assessing treatment effectiveness for the Substance Abuse and Mental Health Services Administration. At BerryDunn, she carries out

a variety of technical and actuarial data studies, including provider profiling, quality measurement studies, and population-based cost studies.

Devin Anderson, BS
Mr. Anderson is an experienced consultant with a strong background in healthcare analytics and data warehousing solutions. Prior to joining BerryDunn, he worked as a senior analyst for a large disease management company building data warehousing and analytic systems, performing financial and utilization analyses, and developing a system designed to evaluate provider performance, which included sophisticated statistical risk adjustment techniques and complex quality and efficiency metrics such as "episode" grouping and standard HEDIS measures.

At BerryDunn, Devin acts as a lead developer implementing data warehouse solutions and performing custom analyses as well as providing subject matter expertise and analytical support. Over his career Devin has worked on a wide range of analytical projects and has experience with several programming languages. He is an advanced SAS programmer.

Jennifer Dodge, MPPM
Jennifer is an experienced health data analyst with over ten years of experience working with healthcare organizations to translate complex strategic inquiries into tangible business questions that can be answered by synthesizing data from varying sources. As a senior consultant in BerryDunn's Health Analytics consulting practice, Jennifer works with clients to analyze and synthesize data in order to improve performance and financial outcomes.

Valerie Hamilton, JD, MHA
Ms. Hamilton has a wide-range of healthcare industry experience over the last 20 years. She began her career as a critical care nurse, but later returned to graduate school where she concurrently earned M.H.A. and J.D. degrees. At The Ohio State University Wexner Medical Center, she 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 wide range of topics, including malpractice, drug diversion, and Medicare compliance. In various roles, Ms. Hamilton provided oversight of marketing initiatives to ensure consistency of message. She oversaw web development and maintained a wellness blog. At HAPA, she conducts policy analysis, including legislative and regulatory reviews. She holds certifications in corporate wellness and health privacy and security.

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.

Other professional staff from BerryDunn's Health Analytics team are skilled and experienced in healthcare data issues and analysis and are available to support this project's work as needed.

- **Amy Raslevich** – MBA Duke, MPP Duke, BS Wharton. Consultant with over 20 years of experience in healthcare administration and consulting in public and private programs, including analytical and management work for integrated delivery systems and MCOs.
- **Lars Loren** – JD Stanford, AB Dartmouth. Widely-experienced consultant with a background in project management, legislative analysis, process analysis, design of information and decision support systems, and quantitative analysis and modeling.

BerryDunn has the technical skill set to allow us to work with any data source, including raw operational system data, and manipulate it to produce analytical databases and computerized decision support models.

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

Staff	Position	Hours
Jim Highland	PhD Economist	76
Andrea Clark, Devin Anderson, and Jennifer Dodge	Senior Economist	114
Yoko McCarthy	Assurance Specialist	18
Valerie Hamilton	Clinical/Legal Specialist	86
Staff	Programmers/Analysts	172

4. 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.

Title	Staff	Estimated Hours	Hourly Rate	Cost
PhD Economist	Jim Highland	76	$300	$22,800
Senior Economist	Andrea Clark, Devin Anderson, and Jennifer Dodge	114	$200	$22,800
Assurance Specialist	Yoko McCarthy	18	$240	$4,320
Consulting Manager	Valerie Hamilton	86	$210	$18,060
Programmer/Analyst	Staff	172	$135	$25,800
TOTAL		**466**		**$93,780**

Please note: we are also proposing on RFP 2018 – ECG – 109 Market Conduct Exams – ASAM Criteria 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 data expert, Andrea Clark, along with Devin Anderson and Valerie Hamilton, will provide the bulk of the support needed for this project, all under the direction of Jim Highland, PhD. Other BerryDunn staff may provide additional technical and project support as needed within the budget proposed.

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 $85,000 and $95,000 and will not bill for more than the latter.

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

5. Plan of Work, Timeframe, and Deliverables

The NHID seeks assistance in conducting analyses of NHCHIS data and reviews of carriers' policies and procedures to assist the examiners in determining whether the issuers' provider reimbursement strategies and rates, as applied in practice, comply with the federal MHPAEA regulation, 45 CFR Section 146.136. The period under examination is January 1, 2016 through June 30, 2017.

5a. Background: Non-quantitative Treatment Limits and Provider Reimbursement

The Mental Health Parity and Addiction Equity Act of 2008, as amended by the ACA (MHPAEA), generally requires that, when health insurers offering group or individual coverage provide benefits for behavioral health (BH, including SUD), the treatment limitations and financial requirements may be no more restrictive than those applied to physical health (PH) benefits. Any policy or method, in writing or in practice, that limits the scope or duration of benefits for BH treatment must be examined for parity with those applied to PH benefits. Lower provider reimbursement rates for BH services compared to PH services may be a warning sign of mental health parity noncompliance.[3]

Plans and issuers may consider a wide array of factors in determining provider reimbursement rates for both medical/surgical services and MH/SUD services, such as service type; geographic market; demand for services; supply of providers; provider practice size; Medicare reimbursement rates; and training, experience, and licensure of providers. The NQTL provisions require that these or other factors be applied comparably to and no more stringently than those applied with respect to medical/surgical services. Disparate provider reimbursement rates alone would not indicate noncompliance with provisions requiring parity in NQTLs; rather, compliance would be based on how MH/SUD provider reimbursement rates were determined compared to how medical/surgical reimbursement rates were determined.[4]

The rules for determining parity for NQTLs focus on whether or not such limits, as written or operationally when used for BH services and benefits, are comparable to or are applied more stringently than for PH benefits. The strategies, processes, evidentiary standards, and other factors that carriers use in developing NQTLs and applying them to a benefit classification must be similar across BH and PH benefits.

5b. Work Plan and Deliverables

BerryDunn understands that NHID seeks highly skilled assistance in performing a specialized analysis of the NHCHIS database to determine carrier compliance with MHPAEA with regard to provider reimbursement. A previous SUD provider reimbursement analysis performed by

[3] Centers for Medicare and Medicaid Services (CMS). Warning Signs- Plan or Policy Non-Quantitative Treatment Limitations (NQTLs) that Require Additional Analysis to Determine Mental Health Parity Compliance. https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/MHAPEAChecklistWarningSigns.pdf

[4] Final Rules under the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Act, 78 Fed. Reg. 219 (November 13, 2013). https://www.gpo.gov/fdsys/pkg/FR-2013-11-13/pdf/2013-27086.pdf

BerryDunn (formerly Compass) suggested a deeper analysis of provider reimbursement in New Hampshire was warranted.

Below we describe the steps in the project, recognizing that flexibility will be needed based on findings throughout the project, and that this scope will be refined with NHID staff at the commencement of the project. Inherent in this work plan is the intention to assess whether comparable standards of local (i.e., New Hampshire) market requirements are being applied for BH and PH providers in setting reimbursement rates to obtain adequate access to care. This requires assessing the supply levels of BH and PH providers relative to benchmarks, as well as utilization levels (determined by the interaction of demand and supply) of services, relative to benchmarks. For example, if surgical specialties are paid multiples of the Medicare rate to attract sufficient participation in the network, but BH providers are not, a finding of a smaller than average participation of BH providers could suggest lack of comparability in assessing market factors for reimbursement rates. Drawing such a conclusion requires careful delineation of Medicare payment methods and rates by payment system. The resulting level of effort required is more extensive but this approach will establish a strong standard of evidence regarding comparability for BH reimbursement levels.

The steps in our proposed approach are as follows.

1. **Set engagement parameters at kick-off meeting.**
   - Review project goals, deliverables, and timeline with NHID
   - Discuss draft project plan
   - 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 Examiners' findings to date and their collected policies and procedures from the three QHPs on setting reimbursement levels.**
3. **Identify additional information requests from QHPs**, e.g., fee schedules by credential level.
4. **Identify MH/SUD and M/S facility providers in the NHCHIS.**

5. **Devise a scheme to create comparable professional training levels for MH/SUD and M/S providers for purposes of comparing service fees.** Comparability must take into account educational requirements, state licensing, and regulatory requirements for provider billing.
6. **Classify BH and PH benefits/services into the six classifications.**
   - Inpatient, in-network
   - Inpatient, out-of-network
   - Outpatient, in-network
   - Outpatient, out-of-network
   - Emergency
   - Pharmacy
7. **Use NHCHIS to analyze provider reimbursement rates by benefit classification** of MH/SUD and M/S and provider type, and compare to fee schedules and policies.
8. **Use Medicare rates as a comparison for both MH/SUD and M/S provider reimbursement by benefit classification**, including payment levels for MH/SUD services by benefit classification, to include as necessary from Medicare payment systems:
   - Inpatient PPS (DRGs)
   - Inpatient Psychiatric Facility PPS
   - Outpatient PPS and ASC/OPPS
   - RBRVS
   - CMHC
   - FQHC
9. **Review literature on national relationships between commercial, Medicare, and Medicaid payment rates for services.**
10. **Using analysis of the CHIS data along with review of the policies and procedures, draft data calls and interrogatories** to research comparability of the factors used to determine provider rates for both medical/surgical services and MH/SUD services (e.g., service type; geographic market; demand for services; supply of providers; provider practice size; Medicare reimbursement rates; and training, experience and licensure of provider.
11. **Compute/locate regional and/or national provider per capita information** and compare for both behavioral and primary care providers to assess relative supply.
12. **Compute utilization/1000 for behavioral and primary care services** and compare to national rates to assess interaction of demand and supply.

13. **Analyze findings and prepare draft and final report for each carrier**, and submit to NHID for review, including summaries and identified areas of noncompliance.

    DELIVERABLES:

    - ❖ Draft Report for each carrier
    - ❖ Final Report for each carrier

Throughout the project, we will provide periodic updates on status to the NHID project liaison. In addition, as requested, we will attend and testify at meetings, including public, administrative, judicial, or legislative hearings, and respond to depositions as needed

5c. Project Schedule

The table below presents our proposed project timeline, based on the tasks outlined in Section 4b, and represents our current estimate of how long the project will take. It assumes a start date after approvals of mid-March, 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	Week of March 19th
2. Review Examiners' findings to date and their collected policies and procedures from the three QHPs	Week of March 26th
3. Identify additional information requests from QHPs	Week of March 26th
4. Identify MH/SUD and M/S facility providers in the NHCHIS	Week of March 26th
5. Devise a scheme to create comparable professional training levels for MH/SUD providers and M/S providers	Week of March 26th
6. Classify BH and PH benefits/services	Week of April 2nd
7. Use NHCHIS to analyze provider reimbursement rates by benefit classification	Week of April 16th
8. Use Medicare rates as a comparison for MH/SUD and M/S provider reimbursement by benefit classification	Week of April 30th
9. Review literature on national relationships between commercial, Medicare, and Medicaid payment rates for services	Week of April 30th
10. Using analysis of the NHCHIS data, along with review of policies and procedures, draft data calls and any additional interrogatories required	Week of May 14th
11. Compute/locate regional and/or national provider per capita information, and compute for New Hampshire	Week of May 28th
12. Compute/locate regional and/or national utilization/1000 for behavioral and primary care services, and compute for New Hampshire	Week of May 28th
13. Analyze findings	June-July
14. Prepare Draft and final report for reach carrier	August
15. Available for consultation or testimony	Through October 30

6. Conflict of Interest Disclosure

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

7. 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

Appendix A: Resumes

James P. Highland, Ph.D., MHSA

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 (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

Andrea L. Clark, MS

Andrea is an experienced consultant with expertise in developing and implementing economic, statistical, and financial analyses in the health care field, including extensive experience designing, managing, and analyzing large, complex databases. Prior to joining Compass, Andrea was a consulting economist for a Big Five consulting firm, conducting projects ranging from litigation support for a pharmaceutical firm to assessing treatment effectiveness for the federal Substance Abuse and Mental Health Services Administration. At Compass, she develops and performs complex financial analyses of health care data, including managed care pricing, quality, and care management studies.

Andrea has been building a deep and wide-ranging expertise in Pennsylvania Behavioral HealthChoices data and finance issues since 2002. She has extensive experience programming HEDIS and IPRO quality measures in the behavioral health environment, developing capitation rate bids, and building, implementing, and maintaining episode of care logic in multi-million record behavioral health claim databases.

Andrea has been using her primary programming language, SAS, since 1993, and is an advanced SAS applications developer, working comfortably in a variety of platforms. She is also familiar with SQL and VB. Andrea is an advanced user of Excel and has significant experience with MS Access.

Relevant Experience

BerryDunn Health Analytics Practice Area, formerly Compass Health Analytics (2002 to present). Andrea conducts quantitative research on various health care topics, with a primary focus on behavioral health in the public sector and topics in health care reform. She oversees preparation of Medicaid managed care capitation rate bids for clients covering over 800,000 combined lives, including coordinating clinical and actuarial input; performs complex financial and quality assessment analyses on health insurance claims and other client data; and manages programming staff in monthly production of multi-million record data warehouse for a managed care organization and production of inputs to actuarial analysis.

PricewaterhouseCoopers LLP (1997 to 2002). Andrea's positions with PricewaterhouseCoopers included:

- *Senior Associate:* Developed and implemented economic, statistical, and financial analyses in a variety of fields, including health care and consumer credit. Managed multiple-track analyses of opposing party data. Supervision of staff in implementing complex analyses.
- *Associate:* Responsible for management and analysis of large databases. Developed and implemented econometric analyses of outcomes in employment discrimination, fair lending, and anti-trust matters.

Klemm Analysis Group, Inc. (1996 to 1997). As an Economist, Andrea performed data management and analysis for litigation support and government clients, including analysis of the National Household Survey on Drug Abuse for the Substance Abuse and Mental Health Services Administration (SAMHSA).

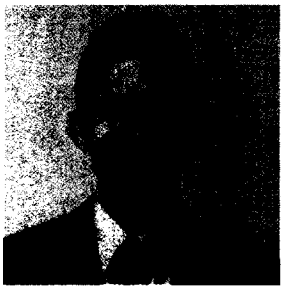
Education, Certifications, and Professional Affiliations

MS, University of Wisconsin, Economics

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

BerryDunn

Devin Anderson, BS



Devin Anderson has extensive experience in health care analytics and reporting systems, particularly those related to cost of care, outcomes and quality measures, and provider performance. His previous positions include work as a senior analyst for a disease management company developing a system to evaluate provider performance, which included sophisticated risk adjustment techniques and complex quality and efficiency metrics such as episode grouping and HEDIS measures. As a consultant, he has developed analysis and reporting systems for pay-for-value performance measures, and for total cost of care financial reporting for managed care and provider ACOs.

Recent Relevant Experience

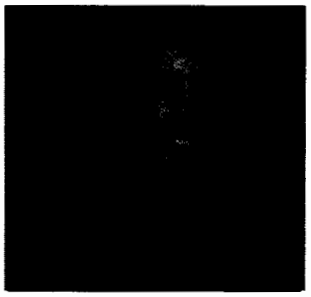
BerryDunn Health Analytics Practice Area, formerly Compass Health Analytics (2012 to present). As a senior manager at BerryDunn (and formerly as Director, Analytical Systems and Senior Programmer/Analyst at Compass), Devin consults on a full range of firm analytics, ranging from total cost-of-care measures, to highly-technical metrics to support value-based payments, to standardized processing to support periodic actuarial functions. Devin performs analysis and data preparation needed to such analyses, designs and implements algorithms to detect fraud and abuse among providers, and builds client data warehouses. He is responsible for establishing standardized data quality assurance procedures, and mentors less-experienced analysts.

Health Dialog (2005 to 2012). In progressively responsible positions leading to a role as a Senior Programmer/Analyst in the Provider Solutions Department, Devin served as the statistical analyst within the Provider Solutions department, responsible for building and maintaining a robust risk-adjustment methodology as part of a provider profiling/evaluation system. He was also responsible for complex ad hoc analyses, including regional variation, financial cost position, and market share analyses. Earlier positions included responsibility for data quality in client-specific data warehouses.

Education

BS, Mathematics, Rensselaer Polytechnic Institute

Jennifer C. Dodge



Jennifer is an experienced health data analyst, with over ten years of experience working with healthcare organizations to translate complex strategic inquiries into tangible business questions that can be answered by synthesizing data from varying sources.

Recent Relevant Experience

BerryDunn (2018 to present). As a senior consultant in BerryDunn's Health Analytics consulting practice, Jennifer works with clients to analyze and synthesize data in order to improve performance and financial outcomes.

MaineHealth Accountable Care Organization (2015 to 2018). As a healthcare data analyst, Jennifer conducted medical and behavioral health commercial claims data analyses, including cost and utilization, to inform performance on quality and financial targets associated with shared savings contracts with commercial payers such as Anthem, Harvard Pilgrim, Aetna, Martin's Point, and Maine Community Health Options using SAS, SQL, and Excel. She was able to distill complex data analyses into presentations, dashboards, and reports that can be easily consumed by a diverse audience of clinical and administrative decision makers. Other duties including designing analytic frameworks and reports to support an on-going, comprehensive, environmental assessment of the provision and utilization of inpatient and outpatient behavioral health services throughout the community; and analyzing claims, clinical, and quality data from 90 different sources across the MaineHealth system to attribute patients to specific primary care and specialty physicians, evaluate performance on quality measures, and satisfy the Centers for Medicare and Medicaid Services reporting requirements for the Medicare Shared Savings Program within very aggressive timelines.

Maine Medical Center (2013 to 2015). As a planning analyst in the strategy and business development department, Jennifer analyzed internal utilization and external market data to inform strategic planning objectives of the Senior Vice President and Vice President of Strategy and Business Development, as well as administrative and physician leaders of the Neurosciences, Adult Medicine, and Women's & Children's service lines. She collaborated with analysts at each member hospital to extract common data fields from clinical, demographic, and utilization data sets in SAS; including Maine, New Hampshire, and Massachusetts inpatient and Maine outpatient data to build a meaningful database that could be manipulated to answer strategic questions across the organizations. In addition, Jennifer served as the project manager for the migration of the Strategy and Business Development Department's data analytics from legacy Cognos cube system to SAS EG to enable highly specific analyses of business operations.

Muskie School of Public Service, University of Southern Maine (2007 to 2013). As a research analyst, Jennifer managed quantitative and qualitative data to satisfy grant requirements for the US Department of Justice's Office on Violence Against Women (OVW). She delivered webinars and in-person trainings for OVW grantees on how to meet federal reporting requirements on their grant funded activities; assisted with data analysis, report writing, and presentation development for 2011 Maine Crime Victimization Survey of over 800 Maine residents; conducted quantitative analysis, including logistic regression, of Maine criminal justice records on topics related to recidivism; and analyzed trend data on index crimes in Maine, collected and analyzed qualitative data for corrections programs evaluation.

Education

Master of Public Policy and Management, Muskie School of Public Service, University of Southern Maine

BA, English, Tufts University

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

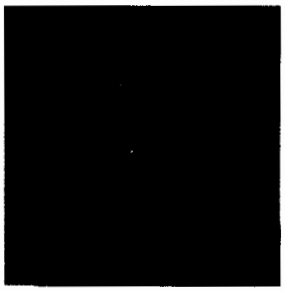
JD, The Ohio State University College of Law, 1997

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

Jennifer Elwood, FSA, MAAA



Jennifer Elwood has 20 years of experience as a health care actuary across a wide range of actuarial functions. Her experience includes projecting population cost experience and risk for pricing and risk sharing, especially in new initiatives, including extensive work related to implementing the Affordable Care Act in commercial insurance, and projecting the state-level impact of expanding the Medicaid population under the Act. She also has experience analyzing risk-sharing arrangements, performing claim liability analysis, rate development, budget development, and financial monitoring. Jennifer is a Fellow of the Society of Actuaries and a Member of the American Academy of Actuaries.

Recent Relevant Experience

BerryDunn (formerly Compass Health Analytics) (2014 to present). As a senior manager and co-leader of BerryDunn's actuarial services, Jennifer:

- Assists nonprofit managed care organizations with claim liability analysis, rate development, budget development, and financial monitoring
- Develops large employer claims projections
- Estimates impact of proposed benefit mandates for state government policy makers
- Assists state regulators with market conduct rate review audit

WellPoint, Inc. (1998 to 2014). Jennifer served in several roles of increasing responsibility during her 16-year tenure with WellPoint:

- *Northeast Regional Pricing Director (2012 to 2014)* – Responsible for individual and commercial pricing function in Connecticut, Maine, and New Hampshire, managing a team of three state pricing directors and seven analysts; coordinated rate development and preparation of rate filings and certifications for individual and commercial business; collaborated with state and regional leadership to achieve profitability and membership goals; provided strategic guidance to state pricing directors and ensured corporate directives were met while balancing state objectives
- *Northeast Regional Lead and Connecticut Pricing Director (2010 to 2012)* – Responsible for commercial pricing function in Connecticut and managing a pool of seven analysts supporting the pricing needs of Connecticut, Maine, and New Hampshire; supported the Connecticut State President as a strategic business partner and primary actuarial point of contact for internal and external constituents; participated in quarterly forecast and annual planning process; served as the actuarial representative for ongoing Connecticut Exchange Board and Department of Insurance meetings with health insurance carriers
- *Northeast Valuation Director (2008 to 2010)* – Responsible for the valuation function in Connecticut, Maine, and New Hampshire; managed staff of eight associates responsible for estimating claim liabilities and other reserves for commercial, consumer, and FEP business; directed development of statutory and GAAP reporting, including support of actuarial certification and SOX control testing and certifications; coordinated actuarial portion of external audits and supported DOI audits
- *Northeast Forecasting Director (2006 to 2008)* – Responsible for forecasting commercial and individual business in Connecticut, Maine, and New Hampshire; managed staff of five associates

responsible for developing the annual budget, quarterly forecasts, and detailed monthly variance analysis; acted in a peer review capacity by fully developing all assumptions and reconciling them with ongoing pricing and valuation development

- *Connecticut and New York Forecast Lead (2001 to 2006)* – Developed the annual budget and quarterly forecasts for the Connecticut Commercial Business and Anthem Health and Life of New York; provided key financial information to executive management through forecast modeling and analysis of monthly results; developed and enhanced forecasting models to increase speed and accuracy of forecast process

Education and Professional Affiliations

MS, Statistics, University of Connecticut

BS, Mathematics – Statistics and Psychology, University of Connecticut

Fellow, Society of Actuaries (FSA)

Member, American Academy of Actuaries (MAAA)

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

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

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

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

Lars Loren, JD

Lars Loren leads BerryDunn's Analytics Practice, overseeing diverse projects, nearly all of which involve health insurance claim data for commercial and Medicaid populations. These projects include data quality control and analysis of APCDs for state government clients, as well as architecture, development, and analysis of data warehouses for provider-sponsored ACOs and nonprofit insurers. More generally, he has wide experience in process analysis and reporting and decision support systems. He has participated in all aspects of this work, from hands-on analysis and design to consultation with senior managers on system selection and organizational development.

Recent Relevant Experience

BerryDunn Health Analytics Practice Area, formerly Compass Health Analytics (2003 to present). As Director of Analytics at BerryDunn (and formerly Vice President and Consulting Manager at Compass), Lars analyzed MCO operational and financial planning business processes and consulted with them on decision support organization, strategy, architecture, and data design. He has managed system development projects for MCO and disease management firms and designed related databases. He managed other research projects at the firm and provided analytical input, such as analysis of legislative intent and impact on premiums for mandated insurance coverage.

ISDM, Inc. (1997 to 2003). As a consultant in a small firm with a national practice – focused on marketing and CRM systems, IT planning, and process improvement – Lars worked across various projects as an analyst, project manager, and systems and data architect. Among other projects, he managed a project to implement CRM software for a mid-sized investment banking firm and evaluated and recommended changes in a demand forecasting process.

Other Experience

For Advanta Corporation (Horsham, PA), Lars served as an internal consultant managing project planning and justification to redesign the customer acquisition database and process.

At L.L. Bean (Freeport, ME), Lars held progressively-responsible analytical and management positions in marketing, merchandising, and IT covering large project management, system and database design, analytical algorithm design, line marketing responsibility, and management of budgets and personnel.

As part of the Maine Legislative Finance Office and the legislative committee staff that reviewed state programs for usefulness, efficiency, and compliance with law, Lars reviewed healthcare profession regulatory agencies and others, facilitated the deliberations of legislative committees, and drafted legislation.

Education

JD, Stanford University

AB, *magna cum laude,* Dartmouth College

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 – 110 Market Conduct Exams - Provider Reimbursement Strategy 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 federal 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 conducting quantitative analyses of New Hampshire Comprehensive Health Information System (NH-CHIS) data and reviews of carriers' policies and procedures to assist the examiners in determining whether the issuers' provider reimbursement strategies and rates, as applied in practice, comply with the federal MHPAEA regulation, 45 CFR § 146.136.

The contract will continue through October 30, 2018.

GENERAL INFORMATION/INSTRUCTIONS

The Contractor is expected to have and use their expertise in CHIS data analysis, knowledge of MHPAEA and related New Hampshire insurance regulatory requirements, and familiarity with market conduct examinations, 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 – 110 Market Conduct Exams – Provider Reimbursement Strategy 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 using NH-CHIS data to assist the examiners in reviewing issuers' practices relative to the development of provider reimbursement strategies and rates, to support the examiners' determination of the carriers' level of compliance with MHPAEA requirements.

Specifically, under the MHPAEA regulation, issuers must apply non-quantitative treatment limits, a term which includes standards for provider admission to participate in a network and methods for determining provider reimbursement rates, for behavioral health services in a manner that is "comparable to, and . . . applied no more stringently than, the processes, strategies, evidentiary standards, or other factors used in applying the limitation with respect to medical/surgical benefits . . . except to the extent that recognized standards of care may permit a difference." 45 CFR § 146.136(c)(4). The comparison of practices between behavioral health and medical/surgical services occurs at the classification level, within the six classifications identified in the regulation: (1) Inpatient, in-network; (2) Inpatient, out-of-network; (3) Outpatient, in-network; (4) Outpatient, out-of-network; (5) Emergency care; and (6) Prescription drugs. 45 CFR § 146.136(c)(4).

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_erbid.pdf

The NHID anticipates that the selected contractor would work closely with NHID staff and the current contract examiners. The staff and examiners will obtain information from each carrier about relevant policies and procedures, and this information will be provided to the contractor for use in appropriately tailoring the contractor's analytical approach to the NH-CHIS data analysis. The contractor will be expected to conduct its data analyses, to provide input to the staff and contract examiners, and to provide a final analytical report in a timeframe consistent with the existing exam schedule. Specifically, all work associated with the exams, including analytical 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 responsible for the development of methodology and data calls to extract relevant data from the New Hampshire Comprehensive Health Information System (NH-CHIS).

The NH-CHIS includes data on regulated policies during the exam time frame. The dataset is considered a comprehensive database of the claims under review by the NHID. To the extent the NHID or the Contractor determine the NH-CHIS is not complete, or the methodology developed by the Contractor is based on a sample instead of the complete dataset, the Contractor is expected to use appropriate sampling protocols to ensure a confidence level of 95 percent or higher.

The Contractor will be responsible for reviewing NH-CHIS data and carrier policies and procedures to assess consistency in reimbursement strategy while accounting for service type, geographic market, demand for services and supply of providers, provider practice size, Medicare reimbursement rates, and training, experience and licensure of providers.

The Contractor will be expected to provide regular, detailed status updates in a manner prescribed by the Department, and to provide a final written report of analytical results.

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) Experience with New Hampshire Comprehensive Health Information System or similar all-payer claims database (APCD).
b) Expertise in all aspects of data analysis, including but not limited to methodology development, validation and integrity protocols, interpretation, and summation.
c) Expertise with provider payment systems, including the use of CPT codes and modifiers, revenue codes, DRGs, RBRVS, Medicare payment policies, capitation, and value based care payment models.
d) Expertise with the operational processes and procedures of health carriers relative to the development and measurement of provider reimbursement strategies.
e) Familiarity with state and federal laws and regulations, and the NAIC Market Regulation Handbook.
f) Familiarities with the development of market conduct documentation and work papers.

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 110 – Market Conduct Exams – Provider Reimbursement Strategy Analysis"

A consolidated written response to all questions will be posted on the New Hampshire Insurance Department's website https://www.nh.gov/insurance/aboutus/rfps/index.htm, on 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-110 Market Conduct Exam
Provider Reimbursement Strategy 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-110 Market Conduct Exam
Provider Reimbursement Strategy 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

3/22/2018
Date

Contractor Signature

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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.

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-110.

   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.

Signature of Notary or Justice of the Peace

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

BERRDUN-03 HCTALBOT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/22/2018

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

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

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZDP D240054	04/30/2017	04/30/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ADPD240058	04/30/2017	04/30/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			UHP D240055	04/30/2017	04/30/2018	EACH OCCURRENCE	$ 8,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 8,000,000
	DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			5101800149	01/01/2018	01/01/2019	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Heather Caston-Talbot

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, TitleXIII, 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	Berry Dunn McNeil & Parker, LLC
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
ROGER SEVIGNY	James Highland
Name of Authorized Representative	Name of Authorized Representative
COMMISSIONER	Principal
Title of Authorized Representative	Title of Authorized Representative
3/22/2018	3/22/2018
Date	Date