



**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

39

Roger A. Seigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

October 2, 2017

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

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to amend a contract with Freedman Healthcare, LLC. (Vendor # 210519) of Newton, MA by extending the end date from December 31, 2017 to March 31, 2018; effective upon Governor & Council approval.

The original contract was for the provision of consulting services to assist NHID to provide data analysis that will support Department efforts to conduct consumer outreach and evaluate carrier compliance with federal and state laws and was approved by the Governor and Council on August 23, 2017, item #64. 100% Federal Funds.

EXPLANATION

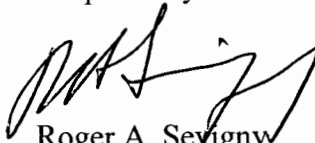
The New Hampshire Insurance Department has received a federal grant for the purpose of enhancing the States' ability to effectively enforce the consumer protections under Part A of title XXVII of the PHS Act. The purpose of the grant program is to help the States expand its review of parity in mental 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 amendment is necessary to allow the Contractor additional time to complete the project which was temporarily suspended by NHID pending state acceptance of federal grant funds.

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

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

Respectfully submitted,



Roger A. Sevigny

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated this 26 day of September, 2017 by and between the state of New Hampshire acting by and through the New Hampshire Insurance Department (hereinafter referred to as "NHID") and Freedman Healthcare, LLC (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an initial agreement (hereinafter called the "Agreement") which was first entered into upon Governor and Council approval on August 23, 2017, agenda item #64, the Contractor agreed to perform certain services to assist the NHID in enhancing the State's ability to effectively enforce consumer protections under the Part A of title XXVII of the PHS Act., upon the terms and conditions specified in the Agreement and in consideration of payments by NHID of certain sums specified there, and;

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

WHEREAS, due to a delay in funding approval, additional time is required to complete the work;

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

1. Amendment of Agreement

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

2. Effective Date of Amendment

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


3. Continuance of Agreement

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

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

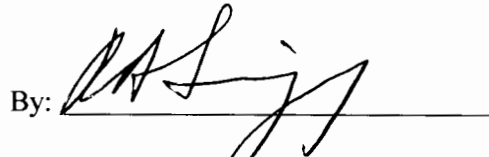
CONTRACTOR:

Freedman Healthcare, LLC

By: 
John Freedman, President

NHID:

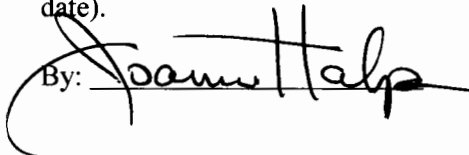

State of New Hampshire acting
through the New Hampshire Insurance
Department

By: 
Roger A. Sevigny, Commissioner


NOTARY STATEMENT

On this the 26th day of September, 2017, there appeared before me Joanne Halpern (Notary Name) the undersigned officer appeared John Freedman (Designated Officer Name) who acknowledged him/herself to be President (Designated Officer Title) and that such officer, authorized to do so, executed the foregoing instrument for the purpose herein contained, by signing him/herself in the name of the Contractor.

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

By:  

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

By: , Assistant Attorney General on October 9, 2017

APPROVAL BY THE NEW HAMPSHIRE GOVERNOR AND EXECUTIVE COUNCIL

By: _____, on _____

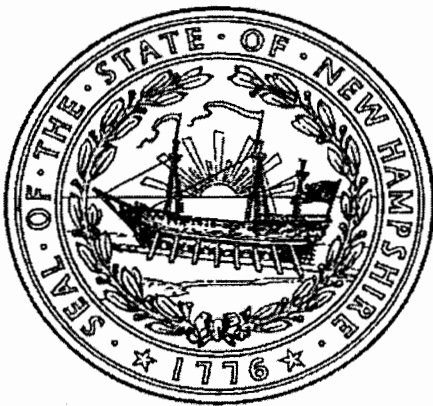
State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 691104



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE

(Limited Liability Company)

I, John Freedman hereby certify that:

(Name of Sole Member/Manager of LLC, Contract Signatory)

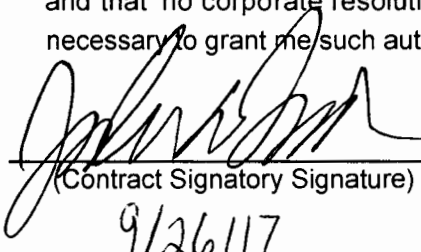
1. I am the Sole Member/Manager of the Company of Freedman HealthCare, LLC

(Name of LLC)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Freedman HealthCare, LLC

(Name of LLC)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.



(Contract Signatory Signature)

9/26/17

(Date)

STATE OF

COUNTY OF

On this 26 day of September, 2017 before me Joanne Halpern

(Name of Notary Public)

the undersigned officer, personally appeared JOHN FREEDMAN

(Contract Signatory - Print Name)

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

(NOTARY SEAL)




(Notary Public- Signature)

Commission Expires: 2/28/2021



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES

CERTIFICATE NUMBER: 2017-2018

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		08SBATP0546	6/14/2017	6/14/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		08SBATP0546	6/14/2017	6/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	A <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		08SBATP0546	6/14/2017	6/14/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A		08WECCM7886	6/14/2017	6/14/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYER \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability: Management Consultant E&O		V1P024170101	6/14/2017	6/14/2018	Limit \$1,000,000 Deductible \$2500

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

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

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

AUTHORIZED REPRESENTATIVE

S Aronson, CIC/TRICIA

ACORD 25 (2010/05)

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**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

Roger A. Sevigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

July 19, 2017

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

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract with Freedman Healthcare, LLC. (Vendor # 210519) of Newton, MA in the amount of \$109,752, for consulting services effective upon Governor & Council approval through December 31, 2017. 100% Federal Funds.

The funding will be available in the Enforcement & Protection Grant as follows for Fiscal Year 2018.

	<u>FY2018</u>
02-24-24-240010-12120000-046-500464 Consultants	\$109,752

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 States 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 relative to claims data analysis and policy recommendations with regard to three projects: identification and classification of substance use disorder (SUD) treatment providers in New Hampshire, compliance with behavioral health/SUD

parity benefit requirements, and compliance with cost sharing limits regarding preventive care services. The purpose of this project is to provide data analysis that will support NHID efforts to conduct consumer outreach and evaluate carrier compliance with federal and state laws. The Contractor will provide findings and the analytical tools for the NHID to use in connection with continuing future analyses in these areas.

The Request for Proposal was posted on the NHID's website on June 19, 2017 and sent to past bidders for NHID contract work and companies doing work in this field. Six bids were received. The bid was evaluated by NHID staff familiar with the project goals using a scoring system included in the RFP. After reviewing the bid response, the Commissioner selected Freedman Healthcare, 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,

A handwritten signature in black ink, appearing to read 'RAS JS', is written over the printed name.

Roger A. Sevigny

ECG-106 PROPOSALS EVALUATIONS

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

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

On July 13, 2017 the Evaluation Committee members met, and as a group assigned points to each bid per the "Specific comparative scoring process" described in each RFP.

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

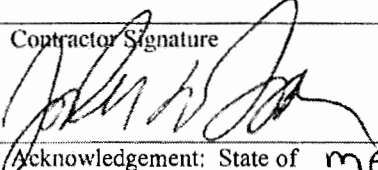
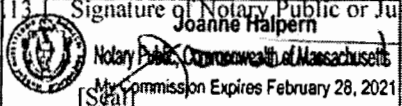
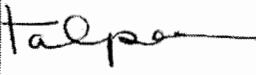
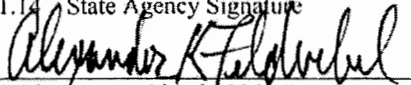
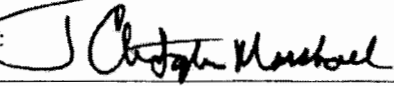
RFP/VENDOR	CONTRACTOR Meets Specific Criteria (35% of points)	CONTRACTOR General Qualifications & Related Experience (20% of points)	PLAN of Work Timeframe and Deliverables (20% of points)	Bid Price- BUDGET AMOUNT	COST (25% of points)	TOTAL SCORE (100% of Points)	Score without \$\$\$	NOTES
RFP 2017-ECG-106 CHIS Analysis Mental Health & Preventive Services								
Freedman Healthcare, LLC	32.00%	19.00%	17.00%	\$109,752	25.00%	93.00%	68.00%	
Human Services Research Institute	32.00%	16.00%	17.00%	\$138,165	19.86%	84.86%	65.00%	
Milliman, Inc	32.00%	15.00%	14.00%	\$166,345	16.49%	77.49%	61.00%	
Compass Health Analytics	30.00%	14.00%	17.00%	\$175,000	15.68%	76.68%	61.00%	
Health Management Associates	32.00%	19.00%	17.00%	\$339,500	8.08%	76.08%	68.00%	
SAE & Associated, LLC	32.00%	17.00%	17.00%	\$333,719	8.22%	74.22%	66.00%	

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 S. Fruit Street, Suite 14, Concord, NH 03301	
1.3 Contractor Name Freedman HealthCare, LLC		1.4 Contractor Address 29 Crafts Street, Suite 470, Newton, MA 02458	
1.5 Contractor Phone Number 617-243-9509	1.6 Account Number 02-24-24-240010-12120000-046-500464	1.7 Completion Date December 31, 2017	1.8 Price Limitation \$109,752
1.9 Contracting Officer for State Agency Alexander Feldvebel		1.10 State Agency Telephone Number 603-271-2261	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory JOHN FREEDMAN PRESIDENT	
1.13 Acknowledgement: State of MA, County of MIDDLESEX On July 18, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  			
1.13.2 Name and Title of Notary or Justice of the Peace JOANNE HALPERN, DIRECTOR OF FINANCE / ADMIN.			
1.14 State Agency Signature  Date: 7/28/17		1.15 Name and Title of State Agency Signatory Alexander K. Feldvebel, Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/1/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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


14. INSURANCE.

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

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

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

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


7/18/11

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.

Freedman HealthCare, LLC

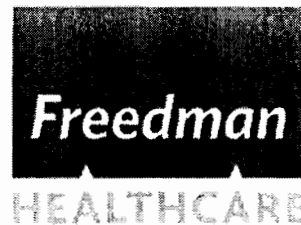
RFP 2017-ECG 106 CHIS Analysis of Mental Health/SUD and Preventive Health Services

Exhibit A

Scope of services

Summary of Services to be provided:

1. Network Analysis Tools
 - a. Develop methodology for measuring access more accurately and comprehensively than through the current NHID network adequacy requirements, including the anticipated rule enhancements
 - b. Become familiar with the potential future network adequacy administrative rule and the analyses performed by the NHID and vendor in support of future network adequacy requirements
 - c. Develop a central repository of SUD treatment providers in the state
 - i. Develop approaches to classify SUD treatment providers whether based on the services provided and/or licensing, specialty, or facility type
 - ii. Develop mechanisms for measuring access to these providers
 - d. Work in partnership with NHID and NH Department of Health and Human Services (DHHS) to develop a set of criteria and methods that can be used to identify and track substance use disorder providers
2. Behavioral Health/SUD Benefit Administration and Parity
 - a. Identify utilization patterns that suggest barriers or benefit design characteristics that are resulting in reduced access and use of behavioral health/SUD health care services in such a way that the carrier management of the benefit or internal policies violates parity in coverage requirements
 - b. Use behavioral health expertise for analysis of the NHCHIS to identify treatment patterns that are inconsistent with the standard of care and/or American Society of Addiction Medicine (ASAM) criteria
3. Benefit Administration and Preventive Care
 - a. Determine if preventive care coverage are being covered appropriately by carriers in the NH market
 - b. Identify situations in the data that suggest carrier policies have led to a shortage of preventive care received by the covered population
4. The contractor shall perform all other tasks as described in the RFP 2017-ECG 106 CHIS Analysis of Mental Health/SUD and Preventive Health Services (attached) and the bid response (attached) which are incorporated by this reference



PROPOSAL TO THE

New Hampshire Insurance Department
CHIS Analysis of Mental Health/SUD and Preventive
Health Services

2017-ECG-106

June 29, 2017

Contact:

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INTRODUCTION

Freedman HealthCare, LLC (FHC) is pleased to present this proposal to the New Hampshire Insurance Department (NHID) in response to the Request for Proposals entitled *2017-ECG 106 CHIS Analysis of Mental Health/SUD and Preventive Health Services*.

FHC understands that the NHID seeks assistance with developing and executing three related strands of analysis to examine benefit parity for behavioral health and preventive care services among commercial insurers. FHC brings extensive experience with a broad range of the specific subject areas for this project, including hands-on expertise in commercial insurance administration, insurance market behavior, network adequacy, stakeholder engagement and claims data analysis. For this engagement, the FHC team includes national behavioral health experts Allen Daniels and John Easterday, both of who bring extensive experience in systems design, evaluation and operations. FHC's knowledge of the NH health insurance environment bring further insight to the project design and product delivery. Together, FHC's experience, knowledge and focus on collaborative relationships offer a unique value to the NHID for this project.

Attachments:

- A. Staff Resumes
- B. Detailed Work Plan
- C. Proposed Budget

EXPERIENCE AND QUALIFICATIONS

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

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

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

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

Summary Examples of Project-Related Competencies

FHC welcomes the opportunity to leverage its knowledge and expertise from previous engagements to support the NHID's network adequacy improvement efforts. The following examples demonstrate the firm's experience in New Hampshire and other states:

Experience with Health Insurance Claims Data

- Since 2010, FHC has provided extensive strategic, clinical, and analytical consulting expertise to the **Massachusetts Attorney General's Office (AGO)** for ongoing annual examinations of health care cost and market trends. FHC advised on the strategic approach for obtaining necessary information; performed an in-depth review of proprietary and publicly available data in support of the examination (including payer and provider payment data); analyzed extensive quantitative data on the costs and quality of health care rendered by physicians and hospitals; and developed formal conclusions and recommendations. FHC team members testified at public hearings and provided ongoing consultation and advice in response to challenges to the reported findings.
- **Health Dialog**, a telephonic disease management company based in Boston, MA, engaged FHC project team member Eric Olmsted to support development of a new sales, marketing and strategy tool to assist in key conversations with clients and prospects. Dr. Olmsted led the development of a "member value system" which would serve as the analytic backbone of the new population health tool. During this project, Dr. Olmsted and his team constructed standardized utilization and quality measures based on HEDIS specifications to feed into the value system.
- On behalf of **Artemis Health**, FHC project team member Eric Olmsted led a service categorization project using medical claims. During this engagement, Dr. Olmsted produced documentation on algorithms for assigning all medical claims to mutually exclusive and exhaustive service categorizations, based on the client's specific system and reporting requirements. Dr. Olmsted generated complete code assignment sets for

multiple code types and developed an algorithm with hierarchical logic for inconsistencies among the code sets. In addition to producing complete code sets and documentation on the service categorization methodology, Dr. Olmsted developed working SQL code and service category utilization benchmarks for the client.

- **The Massachusetts Center for Health Information and Analysis (CHIA)** engaged FHC to bring Massachusetts APCD utilization measures into alignment with appropriate HEDIS measure. FHC team provided subject matter expertise in the design and selection of quality metrics as well as technical expertise in data analytics and programming. Specifically, FHC developed algorithms and SQL codes for HEDIS measurement and service categorization, tested data quality, engaged with Carriers and the Division of Insurance, and provided materials and training to CHIA staff.
- **The Rhode Island Executive Office of Human Services** engaged FHC to provide ongoing data quality and analytics services for the Medicaid program. FHC analysts compared payers' data submissions to fully reprocessed data and identified claims level discrepancies related to difference in data processing rules. Other examples of this team's "hands on" experience includes determining patterns of utilization for specific services, creating cohorts for spending analysis and creating trend reports for forecasting purposes.

Assessing Network Adequacy

- Members of the FHC team led one of the nation's first physician profiling efforts for a leading Massachusetts-based health plan, **Tufts Health Plan**. This extensive program included both provider and public profiles as well as episode-based analyses, and was incorporated into the first tiered network product to be based equally on quality and efficiency. Minimum network adequacy considerations were built into the tiering methodology, to ensure that access to preferred-tier facilities was available in all regions of the state.
- FHC provided technical assistance to the **Massachusetts Health Connector** during the transition to ACA plans. In this role, FHC developed and tested standardized approaches to assess network adequacy of the different plans in different regions for preventive and specialty services.
- Dr. Freedman led FHC's work with the **Massachusetts Health Policy Commission's** review of proposed mergers of large health care providers in MA. As part of these efforts, FHC examined regional market dynamics, patient referral patterns, and price and quality implications of the proposed mergers. Activities included examining the geographic distribution of patients to providers, reviewing definitions of provider market areas, and considering the potential effects of provider market concentration on markets and patient care.

Behavioral Health Insurance and Treatment Standards Expertise

FHC will access the extensive behavioral health/substance use disorder policy and analytic expertise of Westat's deeply experienced staff. Westat is an employee-owned firm known for the quality of its professional staff in a broad range of areas including health care, behavioral health care, health information systems, policy analysis, statistical design, survey research, and program evaluation. Westat's headquarters is in Rockville, MD, and it has remote offices in Cambridge, Raleigh/Durham, Atlanta and Houston. Westat's research, technical, and administrative staff totals more than 2,000. Relevant projects of note include the following examples:

- Working with the Commonwealth of Virginia Department of Medical Assistance Services, Westat performed an **ASAM Level 3 Residential Certification for the Virginia Addiction Recovery and Treatment Services Program (ARTS)**. This program is part of Virginia's Medicaid 1115 Demonstration waiver to improve access to addiction treatment for opioids and other addictive substances. It involved the certification of substance use treatment programs per the criteria of the American Society of Addiction Medicine's (ASAM) Level 3 Residential provider status in regional managed care programs. Virginia is expanding Medicaid service coverage and provider billing for all levels along the continuum of addiction services. Facility licensure in Virginia for provider residential addiction services does not currently align with ASAM Level 3 program criteria for facility providers. The VA DMAS contracted with Westat to conduct on-site surveys of approximately 85 ARTS provider applicants for Level 3 certification (transitional group homes, group homes, residential treatment centers, and residential, crisis, and inpatient detoxification). After each on-site survey and review, Westat issued a notification report with one of three outcomes: full certification, certification pending submittal of a Plan of Correction, or denial of application. The task was completed within a four-month period and with a high level of satisfaction from the client and the provider agencies.
- Under contract with the **West Virginia University Research Corporation**, Westat facilitated development of a plan for restructuring the state's health care delivery and payment system to achieve the Triple Aim. Westat consulted with the planning team and with health and behavioral health providers throughout the state on the role of behavioral health integration in achieving plan goals. Westat interviewed leaders of many of the largest provider organizations and all the state's Medicaid managed care organizations to document how to improve care integration in a state with the highest rate of opioid deaths in the country. The study focused on improving access to medication assisted treatment for opioid use disorders. Project staff developed strategies to improve integration of behavioral health and primary care, emphasizing three means of deploying telehealth to address behavioral health and workforce issues

in this very rural state. In addition, Westat edited the full plan and expanded sections on public health, clarifying the linkages between behavioral and public health.

- Since 2010, Westat leads the AHRQ Academy for Integrating Mental Health and Primary Care. The Academy functions as a national coordinating center and resource for efforts to expand the availability of health care that integrates mental health and substance use treatment with primary care, including the provision of medication assisted treatment for opioid use disorders (MAT for OUD) in rural primary care settings. The Academy supports collection, analysis, synthesis, and dissemination of actionable information for policymakers, researchers, providers, and consumers. Westat's key tasks include (1) providing technical assistance to AHRQ grantees working to expand the availability of MAT for OUD in rural primary care settings in the states of Pennsylvania, North Carolina, Oklahoma, and Colorado; (2) providing a web portal to support networking, collaboration, and information dissemination; and (3) convening a National Integration Academy Council (NIAC) composed of leaders across disciplines who share an interest and expertise in integrated health care.
- Westat is part of a team working with the University of New Mexico's **Project ECHO** to provides technical assistance to HRSA-funded federally qualified health centers (Health Centers) on the provision of medication assisted treatment for opioid use disorders (MAT for OUD) under the HRSA **Substance Abuse Disorder (SUD) Capacity Building Technical Assistance Initiative**. Westat works with Project ECHO to evaluate the impact of the technical assistance on the Health Center's capacity to serve people with OUD or other substance use disorders.

Leveraging Data to Drive Change

- Since 2013, FHC has served as a lead advisor on the **Massachusetts Group Insurance Commission's** accountable provider organization initiative that aims to transform care delivery for its 400,000+ beneficiaries through engaging health plans, providers and members. FHC has overseen the health plan implementation of contracting and performance measurement as the GIC aims to aggressively reduce the cost of care without compromising quality. The GIC's comprehensive and ambitious program calls for net zero cost inflation over five years, as well as many other distinct elements. Throughout this engagement, FHC has provided expertise on population health and clinical management, as well as direct coaching and oversight to the six health plans that serve the GIC's membership. FHC also conducts ongoing evaluation of the progress of the health plans, including review of specific contracting terms, incentives and service commitments by providers and payers.
- The **Health Improvement Collaborative of Greater Cincinnati** engaged FHC to create a vision for reports based upon the Collaborative's extensive cost and quality data. Most recently, FHC advised the Collaborative during the launch of its CMS Comprehensive Primary Care Initiative Workgroup.

- **Heartland Health Outreach**, a large healthcare for the homeless provider in Chicago, engaged FHC to assess cost, quality, and access, including: data strategy, measurement methodology, clinical analytics, process facilitation, reporting, and performance improvement. The FHC team identified trends, variations, and outliers in utilization of various health care, behavioral health, and social services. The team developed attribution methodology and examined patient and provider utilization across greater Chicago. FHC's ongoing data analysis work with Heartland Health Outreach supports its partner agency Together4Health, a coordinated care entity representing a range of clinical, behavioral health, and social services providers serving high-risk, publicly insured populations in the Chicago area.

FHC's Previous Work with NHID

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

- In January 2013, the NHID selected FHC and its partner, the Center for Health Law and Economics at UMASS Medical School, to analyze the New Hampshire health insurance payment system and its impact on health insurance premiums and costs. FHC conducted stakeholder interviews to understand cost drivers, learn the extent to which providers and carriers were undertaking care delivery and payment reform initiatives, and gather recommendations on actions that stakeholders believed the state could take to improve the value of health care.¹
- In 2014, FHC revised the data submission rules for the New Hampshire Comprehensive Health Information System (NH CHIS) using feedback from NHID staff, insurers, and other key stakeholders.
- In 2015, FHC supported the NHID in identifying options for collecting workers' compensation medical payment data and developed formal recommendations to the State Legislature² that were informed by interviews with NHID staff, workers' compensation payers, and self-insured associations.
- As a subcontractor to Gorman Actuarial Inc., FHC supported the development of a Strategic Plan for Data Collection on behalf of the NHID from 2015-2016³, a process which included interviewing key stakeholders and assessing the NHID's current data collection efforts.
- Finally, since early 2015, FHC has provided project management, operations support, and content development for the Annual Hearing on Health Insurance Premiums, including managing Gorman Actuarial's data collection and analysis process for the

1 http://www.nh.gov/insurance/reports/documents/nh_himkt_provpay_sys.pdf

2 https://www.nh.gov/insurance/pc/workerscomp/documents/wc_nhmdc.pdf

3 https://www.nh.gov/insurance/reports/documents/nhid_strat_pln_datacoll.pdf

Annual Hearing Data Request and Supplemental Data Request, as well as helping prepare the Annual Hearing Report.^{4,5}

EXPERT CONSULTING TEAM

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

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

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

Eric Olmsted, PhD is a health economist with over 15 years of experience working with health data for a variety of health analytics organizations including IHCIS (now Optum), RTI International, Health Dialog, and CVS Health. He is an advanced analytic programmer over fifteen years of experience using administrative health data to generate service categorization logic, build risk adjustment and predictive models, develop reporting algorithms, and generate analytic datasets for scientific evaluation. Dr. Olmsted has worked with an enormous variety of health insurance data including national payers (United, Aetna), regional payers (BCBS organizations, etc.), Medicare, and all-payer claims data. Since the beginning of his career, he has used medical, pharmacy, dental and vision claims to perform a variety of evaluations including physician profiling and geographic health utilization analytics. Dr. Olmsted is an expert at creating clean, logical and consistent claim databases from raw (and frequently poor quality) medical and pharmacy claims, and has designed multiple data intake processes that include quality review and data warehousing. Dr. Olmsted holds a PhD in Economics from the University of Connecticut. He will serve as a subcontractor to FHC for this engagement.

4 https://www.nh.gov/insurance/reports/documents/2015_annual_report_cost_drivers.pdf

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

Drawing on his extensive, hands on knowledge of health claims data, Dr. Olmsted will lead the design, execution and analysis of data queries to ensure that queries appropriately recognize the complexity of behavioral health service delivery as captured in claims data. The project will leverage Dr. Olmsted's insight into multi-payer claims data quality and will help the team quantify the effects of any potential barriers to access.

Behavioral Health Experts: Freedman HealthCare is pleased to join with Westat to present a team of Behavioral Health/Substance Use Disorder Subject Matter Experts, Allen Daniels and John Easterday, who bring hands-on expertise with the administration and operation of behavioral health systems, including standards of care (including ASAM criteria), network adequacy and behavioral health parity.

- **Allen Daniels, Ed.D., Behavioral Health/SUD Subject Matter Expert**, is a Westat Senior Study Director with over 39 years of behavioral health experience. Dr. Daniels has extensive experience in the leadership of clinical practices and managed care organizations. He has also developed and implemented multiple training and technical assistance programs for organizations and individuals in the behavioral health field. He has run the University Psychiatric Services at the University of Cincinnati's Department of Psychiatry, and founded and served as the Chief Executive Officer for Alliance Behavioral Care a regional managed behavioral healthcare organization serving commercial, Medicare, and Medicaid covered lives. Dr. Daniels has experience in all aspects of leading and supporting workforce and organizational development for behavioral health care services and operations. Dr. Daniels has published several articles on clinical practice and quality improvement; managed care operations and medical necessity and level of care criteria; and health policy. With the Westat team he has been involved in numerous behavioral health service studies for SAMHSA and other state and federal agencies.
- **John Easterday, Ph.D., Behavioral Health/SUD Subject Matter Expert** is a Westat Senior Study Director with nearly 40 years of behavioral health experience as a State Administrator, Hospital and Outpatient Provider, and as a consultant to SAMHSA and CMS. Dr. Easterday was the Wisconsin Administrator for Mental Health and Substance Abuse Services from 2003 to 2011. Since 2011, he has been a consultant for Westat and Truven Health Analytics. Prior to his state position and consultation work, he operated general and specialty hospital programs for behavioral health, community based behavioral health programs including assertive community treatment, crisis, day treatment, case management, substance use outpatient, and inpatient detoxification services. His areas of expertise include financing, state expenditures and policy profiles, technical assistance, training, learning collaborative, technical expert panels, program development, and policy analysis. His consultations have included work on crisis programs, state innovations, ACA implications for behavioral health services, FQHCs, behavioral health parity, evidence-based practices, and the integration of behavioral health with primary care. Dr. Easterday is a former member of the National Association

of State Alcohol and Other Drug Abuse Directors (NASADAD), National Association of State Mental Health Program Directors (NASMHPD), and a Board Member of the NASMHPD Research Institute (NRI). Dr. Easterday has also taught graduate level courses in social work and public administration at the University of Wisconsin, Madison. Currently Dr. Easterday is assisting the Commonwealth of Virginia with the implementation of its 1115 Medicaid Demonstration Waiver involving the certification of addiction treatment programs per ASAM criteria to prevent and treat opioid misuse.

Other staff for this project includes:



Rik Ganguly, MPH, Health Data Analyst, will review data quality, provide analysis, calculate measures and provide reports. Mr. Ganguly brings experience in database management, analysis, quality measurement, statistical modelling, and interpretation and presentation of results to the project team. Recent projects for state government clients include comparisons of quality of care across hospitals and physician groups, evaluating health insurance coverage, and measuring access to care. His work includes using nationally recognized measures on process, outcomes, and patient experience and SAS statistical testing. On behalf of state clients, he has developed composite scores to provide summary-level results, tailored analytic strategies to address client needs, and concisely summarized findings and provided interpretations. Before joining FHC, Mr. Ganguly worked as a research associate at the Lahey Hospital and Medical Center, where he managed clinical trials for Multiple Sclerosis (MS) patients, performed statistical analysis on numerous observational studies, and led quality improvement initiatives. He holds a Master of Public Health degree, with a concentration in Epidemiology, from the Boston University School of Public Health, as well as a Bachelor of Science degree from Marlboro College, with concentrations in Mathematics and Biology.

Vinayak Sinha, MPH, Project Manager and Supporting Analyst, currently serves as a researcher and project manager on FHC multi-payer claims database projects. Before joining FHC, Mr. Sinha analyzed payment policies, Medicare Innovation models, and alternative payment methods to inform risk contract and Medicare strategy management at Partners Health Care. In the Planning and Management office at the World Health Organization Country Office for Sri Lanka, Mr. Sinha collected data and conduct analysis of rural retention of doctors. Mr. Sinha holds a Master of Public Health from Boston University's School of Public Health, focusing his studies on Health Policy and Planning, and a Bachelor of Arts from Clark University.

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

Team Member	Project Role	Project Hours	Summary of Responsibilities
John Freedman	Project Director	58	Oversee project team and responsible for all FHC deliverables; provide advisory input to query design; interpret data; provide findings regarding appropriateness of coverage and possible shortages of preventive care delivery.
Eric Olmsted	Claims Data Subject Matter Expert	105	Analytic guidance and oversight of the methods used to extract and review relevant data; provide methodology for translating treatment requirements into claims data queries; review queries for technical accuracy
Allen Daniels & John Easterday	Behavioral Health Subject Matter Expert	80	Insight into appropriate treatment patterns and standards of care per American Society of Addiction Medicine criteria, advise on analysis, review data analysis reports and confirm findings.
Rik Ganguly	Health Data Analyst	243	Develop and run data queries; analyze results;
Vinayak Sinha	Project Manager; Analytic Support	135	Project management support; prepare materials

PLAN OF WORK

FHC understands that NHID seeks highly skilled assistance in performing specialized analysis of the NHCHIS data. The products of this analysis will serve as important resources in the state's efforts to ensure that residents have appropriate, timely access to the full range of covered behavioral health and preventive medical services. NHID will use the criteria and rules to monitor the composition and robustness of the provider network.

FHC develops actionable products to assist regulators and policy makers in their oversight and regulatory capacities. FHC is pleased to provide the following integrated work plan to create synergies among the three substance task areas of network analysis, BH/SUD benefit Administration and parity, and Preventive Care Benefit Administration.

Task 1: Kickoff and Discovery

FHC will initiate the project with an on-site meeting with NHID to review the project's goals, deliverables and timeline. During this meeting, FHC will describe the proposed plan for conducting the three analytic strands to ensure that the three tasks are aligned throughout the project. During this meeting, FHC will confirm consultations with NHID during the project to ensure that deliverables consistently meet or exceed NHID's expectations. Following this meeting, FHC will deliver a final project plan, including a schedule of draft and final deliverables with appropriate check in points and approvals to proceed with next steps.

FHC will then review available documentation regarding New Hampshire's network adequacy for behavioral health and preventive services, such as current and proposed adequacy standards and rules; relevant reports prepared for NHID by its contractors over the past several

years; American Society of Addiction Medicine network adequacy standards; availability of NH licensing databases and other survey data. FHC will prepare a proposed analytic approach for NHID's review and approval. IF NHID chooses to present the analytic approach to stakeholders at this point, FHC will prepare summary materials for use in a presentation.

Deliverables:

- Final project plan with deliverables and proposed meeting/conference call check point dates
- Proposed analytic approach for NHID approval (and stakeholder presentation materials, if NHID would like FHC to present at this point in the process)

Task 2: Substance Use Disorder Provider Network Analysis

FHC understands that the goal of this task is to develop and test a methodology to identify and track substance use disorder treatment providers.

2.a. The FHC team will initiate the identification source analysis with, at a minimum, a review of the New Hampshire Department of Health and Human Services definitions of such providers, including provider taxonomy, claims codes, and other directories. FHC's Behavioral Health Experts may propose additional resources to supplement the NHDHHS definitions, such as NH licensing databases and professional registries, as available and subject to NHID's approval.

- Deliverable: Inventory of SUD provider definition sources

2.b. Based on the definitions FHC creates and as approved by NHID, the FHC team will extract information about NH SUD providers appearing in CHIS. The analysis will test the various criteria established in 2.a. and provide metrics such as service volume, range and duration services, variation in service codes, number of unique individuals served and consistency across payers. The FHC team will summarize this information and offer criteria for assessing the strength of each identification source. The FHC team will also provide an assessment of the potential to use a specific identification source as a monitoring tool by comparing and contrasting characteristics of each source file, such as frequency of updates, the "owner" of the list and whether inclusion on the list stems from a mandatory requirement or voluntary reporting. The FHC team will then apply the approved identification methodology against the CHIS data to create a repository of providers, including crosswalks among different data sources (e.g. licensing, professional directories) and a review of the volume and type of claims by payer.

Deliverables:

- Demonstration of the results of applying each identification method via tables and documentation to NHID; review with NHID.
- At NHID's direction, FHC will prepare and present summary materials to stakeholders
- Final identification methodology
- SUD Provider Registry

2.c. Analyze Access and Develop Criteria

Drawing on the expertise and experience of the BH experts, FHC will develop criteria for measuring access to providers. Inputs include existing and proposed network adequacy, best practices and other national criteria, or as otherwise identified by NHID. FHC will apply the access standards to claims data attributed to providers included in the SUD provider registry prepared in Task 2.b. The FHC team will analyze the degree to which the providers in the SUD Provider Registry meet access standard and provide results to NHID.

Deliverables:

- Network Adequacy Analysis based on SUD Provider Registry (created in task 2.b.)

Task 3: Behavioral Health/SUD Benefit Administration and Parity

The FHC team understands that NHID seeks claims data analysis to explore whether carriers are meeting parity requirements for behavioral health services (including SUD). Claims-level detail may illuminate carriers' administrative and operational practices that limit treatment. FHC's Behavioral Health experts will provide hands-on support in the design and assessment sections of this tasks.

3.a. Create Baselines and Metrics: The FHC team will develop analytic criteria based on American Society of Addiction Medicine standards to apply to claims data. These standards will provide a baseline for ranges of expected frequency and duration of treatment for different types of SUD treatment protocols.

Deliverable: Baselines and metrics, with sources, for NHID review and approval

3.b. Evaluate BH/SUD Utilization: The FHC team will prepare an analysis of claims data to identify the treatment patterns and activity for the Registry Providers. This analysis will quantify factors such as variation in treatment modes, volume, denied claims, cost sharing, number of locations where services were provided during a treatment interval. FHC will then compare the findings from this analysis to the baselines and metrics developed in task 3.a. FHC will identify patterns that appear to be related to carrier policies. FHC will compile and summarize findings, present to NHID and revise as needed.

Deliverables:

- Analysis of service utilization
- Findings regarding carrier practices that affect SUD treatment utilization

Task 4: Benefit Administration and Preventive Care

The goal of task 4 is to analyze CHIS data to determine the extent to which preventive care is appropriately administered and managed by carriers. The FHC team will begin this task by

developing a code list for preventive care services and the recommended intervals and frequencies for such care. Using this information, the FHC team will build a set of business rules/targeted queries to analyze claims data for each type of preventive service.

Each preventive service analysis will compare the recommended services and intervals/frequencies to the information derived from CHIS. FHC will propose a method for assessing compliance with preventive care requirements, including but not limited to inappropriate service provision or shortages of preventive care and obtain NHID approval.

Analytic questions will include review of:

- Preventive care claim denial rates compared to other service types
- Provider specialty to consider provision of preventive care by non-primary care providers or inappropriate providers
- Patterns of care at less-than-recommended levels.
- Geographic variations

FHC's Claims Data expert Eric Olmsted will review each analysis to provide insight into claims data quality issues that may affect how preventive care services are reported, such as coding accuracy of provider taxonomy and the use of preventive service codes vs. follow-up office visit codes. This review may suggest opportunities to improve data collection and future NHID compliance activities.

FHC will compile and summarize findings, present to NHID and make revisions as directed.

Deliverables:

- Code list and business rules for analyzing preventive services utilization
- Claims data-based analysis of preventive care service utilization

Task 5: End of Project Deliverables:

- Business rules and documentation for developing the SUD provider registry and the analysis of behavioral health/SUD and preventive services
- SAS code and documentation
- Recommendations for data collection and additional data quality metrics to incorporate into CHIS data processing.

CONFLICT OF INTEREST

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

ACCEPTANCE OF TERMS

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

AVAILABILITY OF CONTRACTOR RESOURCES

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

REFERENCES

Reference 1: FHC Network Adequacy experience

Michael Norton
Massachusetts Health Connector
Tel:(617) 933-3078
Email: michael.norton@state.ma.us

Reference 2: FHC Data Analysis

Karen Tseng
Massachusetts Office of the Attorney General
602-510-5245
Email: Karen.tseng@state.ma.us

Reference 3: Westat Behavioral Health/SUD Treatment Standards

Ashley Harrell, LCSW
Policy and Planning Specialist
Developmental Disabilities and Behavioral Health Division
Virginia Department of Medical Assistance Services
804-593-2468
Email: Ashley.Harrell@dmas.virginia.gov

Attachment A: Resumes

John Freedman, MD, MBA



Professional Experience

Freedman HealthCare, LLC
President & CEO
Newton, MA

2005 to Date

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

Network Health, Inc.
Member, Board of Directors

2008-2011
Medford, MA

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

Massachusetts Health Quality Partners
Member, Board of Directors

2005
Watertown, MA

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

Tufts University School of Medicine
Adjunct Assistant Professor of Medicine

2002 to Date
Boston, MA

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

1999-2011
Boston, MA

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

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

1999-2005
Watertown, MA

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

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

CarisDiagnostics (now Miraca Life Sciences)
Co-Founder

1997-2001
Newton, MA

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

Boston University School of Medicine
Clinical Assistant Professor of Medicine

1994-2005
Boston, MA

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

1994-1999
East Boston and Winthrop, MA

Managed 40 specialty physicians at three sites.

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

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

1993-1994
Denver, CO

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

University of Louisville
Clinical Assistant Professor of Medicine

1991-1993
Louisville, KY

Community Experience

Fishing Partnership Support Services
Member, Board of Directors

2013 to Date
Burlington, MA

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

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

2008-2011
Newton, MA

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

Temple Beth Avodah
Trustee/Executive Committee

2006-2011
Newton, MA

New Art Center
Executive Committee

2001-2009
Newton, MA

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

Education

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

1993

Boston University Medical Center
Internship and Residency in Internal Medicine

1988-1991

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

1984-1988

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

1984

Certification and Licensure

American College of Physicians, Fellow

2016

American Board of Internal Medicine

1991, 2000

Medical License

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

Publications

- Why Are Hospital Prices Different? An Examination of New York Hospital Reimbursement. December, 2016. New York State Health Foundation. Data analyses, quality analyses and project management support provided by Freedman HealthCare, LLC. <http://nyshealthfoundation.org/uploads/resources/an-examination-of-new-york-hospital-reimbursement-dec-2016.pdf>
- **Freedman JD**, Green L & Landon BE (2016) All-Payer Claims Databases—Uses and Expanded Prospects after *Gobeille*. *New England Journal of Medicine*. <http://www.nejm.org/doi/pdf/10.1056/NEJMp1613276>
- Examination of Health Care Cost Trends and Cost Drivers Pursuant to G.L. c 12C, § 17: Report for Annual Public Hearing Under G.L. c. 6D, § 8. October, 2016. Analytic support provided by Freedman HealthCare, LLC. <http://www.mass.gov/ago/docs/healthcare/cc-pharma-100716.pdf>
- Massachusetts Health Policy Commission Review of Beth Israel deaconess Care Organization's Proposed Contracting Affiliation with New England Baptist Hospital and New England Baptist Clinical Integration Organization (HPC-CMIR-2015-1) and Beth Israel Deaconess Care Organization's Proposed Contracting Affiliation and Beth Israel Deaconess Medical Center's and Harvard Medical Faculty Physician's Proposed Clinical Affiliation with MetroWest Medical Center (HPC-CMIR-2015-2 and HPC-CMIR-2016-1). Final Report, September, 2016. Analytic support provided by Freedman HealthCare, LLC. <http://www.mass.gov/anf/docs/hpc/material-change-notice/bidco-nebh-metrowest-bidmc-final-cmir.pdf>
- Re-examining the Health Care Cost Drivers and Trends in the Commonwealth: A Review of State Reports, Massachusetts Association of Health Plans, February, 2016. Report prepared by Freedman HealthCare, LLC. <http://www.mahp.com/assets/pdfs/MAHP-freedman-report.pdf>
- Examination of Health Care Cost Trends and Cost Drivers, Massachusetts Attorney General's Office, September 18, 2015. Analytic support provided by Freedman HealthCare, LLC. <http://www.mass.gov/ago/docs/healthcare/ccctcd5.pdf>
- Examination of Health Care Cost Trends and Cost Drivers, Massachusetts Attorney General's Office, June 30, 2015. Analytic support provided by Freedman HealthCare, LLC. <http://www.mass.gov/ago/docs/healthcare/hc-ct-cd-06-2015.pdf>
- 2015 Cost Trends Report: Provider Price Variation, Commonwealth of Massachusetts Health Policy Commission, January 2015. Analytic support provided by Freedman HealthCare, LLC, <http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/health-policy-commission/publications/2015-ctr-ppv.pdf>
- **Freedman HealthCare**. Understanding the Health Care Cost Drivers and Trends in the Commonwealth: A Review of State Reports (2008-2013). Massachusetts Association of Health Plans. Report prepared by Freedman HealthCare, March 2014. Available at: <http://mahp.com/assets/pdfs/MAHP-cost-drivers-in-the-cwealth.pdf>
- **Freedman JD**, Apgar K, et al. Health Care Advisory Committee First Report. City of Newton. December, 2013. <http://www.newtonma.gov/civicax/filebank/documents/55844/Report.pdf>
- Katz NP, Birnbaum H, Brennan MJ, **Freedman JD**, et al., Prescription Opioid Abuse: Challenges and Opportunities for Payers. *Am J Manag Care* 19(4):295-302, 2013.
- Examination of Health Care Cost Trends and Cost Drivers, Massachusetts Attorney General's Office, April 24, 2013. Analytic support provided by Freedman HealthCare, LLC. <http://www.mass.gov/ago/docs/healthcare/2013-hcctd.pdf>
- Year 1 Final Report, Massachusetts Statewide Quality Advisory Committee, November 2012. Measurement expertise and recommendations provided by Freedman Healthcare, LLC. <http://www.mass.gov/chia/docs/g/sqac/sqac-final-report-11-9-12.pdf>
- Assessment of the Texas Tobacco Cessation Landscape: Recommendations for Public-Private Partnership Development, Tobacco Research & Evaluation Team. The University of Texas at Austin and Department of State Health Services. Tobacco Prevention and Control, September 24, 2012, prepared by Freedman Healthcare, LLC.

- Assessment of Health Insurance Landscape for Public-Private Partnership Development, Massachusetts Department of Public Health- Tobacco Cessation and Prevention Program, August 27, 2012, prepared by Freedman Healthcare, LLC.
- Examination of Health Care Cost Trends and Cost Drivers. Massachusetts Attorney General's Office, June 22, 2011 and August 3, 2011 with analytic support provided by Freedman HealthCare, LLC. <http://www.mass.gov/ago/docs/healthcare/2011-hcctd-full.pdf>
- Massachusetts Health Care Cost Trends, Price Variation in Health Care Services, Division of Health Care Finance and Policy, June 3, 2011, with analytic support provided by Freedman HealthCare, LLC. <http://www.mass.gov/chia/docs/cost-trend-docs/cost-trends-docs-2011/price-variation-report.pdf>
- **Freedman JD, Gottlieb AB, Lizzul P.** Physician Performance Measurement: Tiered networks, and Dermatology. *J Amer Acad of Dermatol*, 64(6):1164-9, 2011.
- Advancing Meaningful Use: Simplifying Complex Clinical Metrics through Visual Representation, the Parsons Institute for Information Mapping, PIIMS Research, October 15, 2010, http://piim.newschool.edu/_media/pdfs/PIIM-RESEARCH_AdvancingMeaningfulUse.pdf
- **Freedman JD.** Providers and Performance Measurement: Helping Patients and Providers. Care Focused Purchasing, Inc., May 17, 2010. http://www.businessgrouphealth.org/docs/CFP_PositionPaperII_ProvidersPerformanceMeasurement.pdf
- Examination of Health Care Cost Trends and Cost Drivers, Massachusetts Attorney General's Office, March 16, 2010 with analytic support provided by Freedman HealthCare, LLC. <http://www.mass.gov/ago/docs/healthcare/final-report-w-cover-appendices-glossary.pdf>
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- **Freedman JD, Landon BE.** Massachusetts' health plans use of selected quality and utilization management tools. Massachusetts Medical Society 2008. Available at www.massmed.org
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- **Freedman JD** Efficiency in Health Care: What Does it Mean? How is it Measured? How Can it be Used for Value-Based Purchasing? Academy Health. May 23-24, 2006. www.academyhealth.org/files/publications/EfficiencyReport.pdf
- Miner AL, Sands KE, Yokoe DS, **Freedman J, Thompson K, Livingston JM, Platt R.** Enhanced identification of postoperative infections among outpatients. *Emerg Infect Dis* 10(11), 2004. <http://dx.doi.org/10.3201/eid1011.040784>
- **Freedman JD, Beck A, Robertson B, Calonge BN, Gade G.** Using a mailed survey to predict hospital admission among patients older than 80. *J Amer Geriatrics Soc* 44(6):689-92, 1996.
- **Freedman JD, Mitchell CK.** A simple strategy to improve patient adherence to outpatient fecal occult blood testing. *J General Intern Med* 9(8):462-4, 1994.
- Siddiqi SU, **Freedman JD.** Isolated central nervous system mucormycosis. *Southern Med J* 87(10):997-1000, 1994.
- Cohen LM, McCall MW, Hodge SJ, **Freedman JD, Callen JP, Zax RH.** Successful treatment of lentigo maligna and lentigo maligna melanoma with Mohs' micrographic surgery aided by rush permanent sections. *Cancer* 73(12):2964-70, 1994.
- **Freedman JD, Beer DJ.** Expanding perspectives on the toxic shock syndrome. *Adv Intern Med* 36:363-97, 1991.

Selected Invited Meetings and Presentations

- Implications of Expanding State All Payer Claims Databases, Health Information and Management Systems Society (HIMSS) Annual Conference, Las Vegas, NV, March 1, 2016.
- Re-examining the Health Care Cost Drivers and Trend in the Commonwealth: A Review of State Reports (2008-2015), Massachusetts Association of Health Plans (MAHP) Forum, Boston, MA, February 9, 2016.
- Health Care Claims and Claims Databases, Data Analysis for Professionals (HPM242), Harvard School of Public Health, Boston, MA, February 22, 2016.
- Project Facilitator, Field Project in Quality Improvement (HCM758), Harvard School of Public Health, Boston, MA, September 21, 2015.

- Political Economy of the US Healthcare System, Occupational Health Policy and Administration (EH231), Harvard School of Public Health, Boston, MA, March 2, 2015.
- A National Perspective of the All-Payer Claims Database Landscape. The Network for Excellence in Health Innovation (NEHI), Boston, MA, November 4, 2014.
- CMS SIM and Exchange Investments to Build States' Data Infrastructure, National Association of Health Data Organizations (NAHDO) Annual Conference, San Diego, CA, October 8, 2014.
- Physician Perspective on the Role of Multipayer Databases, Medical Informatics World Conference, Boston, MA, April 28, 2014.
- Trends in Transparency and Quality in Health Care Reform: Current Topics in American Health Care Policy, Tufts University Medical School, Boston, MA, April 10, 2014.
- Political Economy of the US Healthcare System, Occupational Health Policy and Administration (EH231), Harvard School of Public Health, Boston, MA, March 31, 2014.
- What Happens in Colorado: Take Aways for Strong Reporting Programs, National Association of Health Data Organizations Health Data Summit, Denver, CO, December 12, 2013.
- Frontiers in Physician Measurement: Exploring Patient Narratives and Patient-Reported Outcomes for Public Reporting. AHRQ CVE Learning Network Webinar, December 18, 2013.
- Frontiers in Physician Measurement: Reporting on Individual Physicians. AHRQ CVE Learning Network Webinar, November 25, 2013.
- Project Facilitator, Field Project in Quality Improvement (HCM758), Harvard School of Public Health, Boston, MA, September 23 & November 18, 2013.
- Health Reform and Medical Practice in Maine, Maine Medical Association, Freeport, ME, June 10, 2013.
- Health Care Reform and Trends, MA Academy of Dermatology, Waltham, MA May 1, 2013.
- CVE Collaboration with State Medical Societies: Need to do it, but how? AHRQ CVE Learning Network Webinars. March 11, 2013 & April 8, 2013.
- Political Economy of the US Healthcare System, Occupational Health Policy and Administration (EH231), Harvard School of Public Health, Boston, MA, April 8, 2013.
- Health Data and Health IT, Center for the Improvement of Value in Health Care, Denver, CO, April 2, 2013.
- Quality and Performance Measurement in Health Care, in American Health Care System, Northeastern University, Boston, MA, March 19, 2013.
- Project Facilitator, Quality Improvement and Quantitative Methods in Quality (HCM756), Harvard School of Public Health, Boston, MA, September 24, 2012 & January 7, 2013.
- All Payer Claims Datasets and Big Data. Collaborative Health Consortium, webinar, December 7, 2012.
- Creating Actionable Data from All Payer Claims Databases, NAHDO 27th Annual Conference, New Orleans, LA, October 23, 2012.
- APCDs - How Big Data in Health Care will Empower Patients and Transform Health Care, Strata Rx 2012 Conference, San Francisco, CA, October 16, 2012.
- Follow the Money: Healthcare Expenditures, Financing and Actions to Control Cost, Health Systems I, Suffolk University, Boston, MA, October 1, 2012.
- Political Economy of the US Healthcare System, Occupational Health Policy and Administration (EH231), Harvard School of Public Health, Boston, MA, April 2, 2012.
- Quality Measurement, Massachusetts Statewide Quality Advisory Committee, Boston, MA, February 16, 2012.
- Understanding Massachusetts Healthcare Costs: the Attorney General's Reports, Hallmark Health. The Ninth Charles F. Johnson Lecture, Lawrence Memorial Hospital of Medford, November 29, 2011.
- Follow the Money: Healthcare Expenditures, Financing and Actions to Control Cost, Health Systems I, Suffolk University, Boston, MA, October 3, 2011.
- Project Facilitator, Quality Improvement and Quantitative Methods in Quality (HCM756), Harvard School of Public Health. Boston, MA, September 19, 2011 & January 9, 2012.
- Political Economy of the US Healthcare System, 2011 Tufts Healthcare Institute's Practicing Medicine in a Changing Health Care Environment, August 15, 2011.

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

Eric A. Olmsted, Ph.D.

Professional Experience

OHA Consulting, LLC
Principal

2013 to Date
Belmont, MA

Founder of independent consulting firm. Recent projects:

- Design and deliver Opportunity Analysis for Paladina Health medical home model. OA report used intensively by sales and marketing team to define and defend financial return from Paladina Health services. Generated automatic SAS process for ETL of new client data, opportunity algorithm, and SAS to excel to PDF report production.
- Pricing analysis of CMS Bundled Payment for Care Improvement Initiative in support of startup bundled payment services company. Analysis determines optimal selection of bundles out of 48 possible bundles based on historic performance, estimated pricing from CMS, readmission risk, and manageable spend.
- Prediction model for CVS Caremark. Marginal prediction of outreach impact on likelihood of member enrolling in mail order delivery program. Created standardized SAS code that automatically generates design data, runs regression models, stores coefficients and uploads data into SQL database for outreach processing.
- Financial model of nutritional counseling SaaS company that allows users and dietician to track and score eating pattern over time. Model used to identify pricing strategy and predict future revenue stream for potential investors.
- HEDIS coding and implementation. Update existing SAS engine for 2015 revisions, including creation of code for new measures. Code verified by NCQA.

Archway Health
Chief Analytics Officer (Interim)

2014-2016
Allston, MA

Head of analytic team charged with delivering cloud-based analytics software for organizations participating in bundled payment models. Responsible for product development, quality assurance and client analytic requests.

- Product owner, Archway Analytics. Primary product line for bundled payment clients. Cloud-based analytic software enables providers to track and analyzer performance within bundled payment programs including CMS Bundled Payment for Care Improvement initiative.
- Design and deliver Opportunity Analysis for Oncology Care Model and Comprehensive Care for Joint Replacement demonstrations announced by CMS in spring 2015. Developed analytic method, created opportunity analysis report able to be replicated at scale and signed 11 oncology groups leading to additional revenue opportunity during OCM demonstration. CJR OA key sales product and engaged to generate significant sales leads.
- Lead market development effort for commercial bundled payments. Write white papers, blog articles, webinars, and give conference presentations on bundled payment. Thought leader in bundled payments.
- Responsible for enterprise-wide Data Governance, including quality assurance of claims data as well as clinical tracking data of patients engaged in an episode of care. Ensure that appropriate data safeguards are maintained, data is organized and stored in meaningful and usable formats and that data is available for both the operational and research arms of the organization.

Lumeris Inc.
Director of Analytic Consulting

2012-2013
St. Louis, MO

Lead consulting team of analytic deliveries.

- Designed and sold Accountable Care financial return model. Planning tool helps hospital systems, health plans and other organizations anticipate financial impacts from entering into value-based payment contracts. Marginal analysis of impact across the entire health system allows for scenario planning and sensitivity analysis.
- Owner of Population Group Summary Report, key opportunity analysis product identifying savings and quality opportunities for new and current clients. Used in all aspects of the client relationship, including sales, solution design, consulting, relationship building and upselling. Redesigned product including enhancing analytics, automating table build process, and updating PowerPoint design. Leadership and proactive enhancements resulted in key client retention, multiple sales, and savings resulting from resource utilization reduction.

SCIOinspire Corp.
Director - Care Analytics

2011-2012
Allston, MA

Senior consultant and research director charged with expanding client base and improving market position of Care Analytics division. Responsible for designing and improving key product lines including predictive modeling, ID and stratification, outcomes measurement and value based benefit design.

- Operationalized outcomes measurement and VBBD processes. VBBD identified as Key Product for growth strategy. Designed fully customizable financial incentive and cost sharing methodology including flash-based sales tool for clients.

Health Dialog Inc.
Director - Evaluation Services

2006-2011
Allston, MA

Leader of research team that developed methodologies for reporting financial outcomes to clients across all business units and products. Credible medical cost savings estimates identified by external consultants as the key driver of new sales and client retention. Subject matter expert in savings analysis as well as utilization reporting. Recognized innovation and thought leader within the company. Responsible for budgeting, resource assignment, and career development of four experienced analysts.

- Head of new Member Value System research team. Cross departmental team responsible for developing member based estimates of outcomes to be integrated into client facing product. New tool is backbone of future integrated marketing, sales, reporting and outreach efforts.
- Developed new methodology for reporting savings returns to clients for core business. Led team that produced new model, wrote white paper, and presented to clients. Convinced clients of robustness and veracity of savings results leading to client retention, including three of the largest clients, responsible for over 60% of total revenue.
- Created financial return models for new wellness and shared decision making products. Developed prototype models, wrote business descriptions and client facing presentations. Presented new models to internal and client audiences to generate buy-in. New models key factors in client retention as well as developing sales.
- Lead client presentations on new methodologies. Recognized by client facing teams for ability to present complicated methodologies to diverse audiences, including actuaries and medical directors. Consistently delivered strong presentations to clients resulting in improved retention, better customer integration, and buy up of new products.
- Identified as key thought leader within Health Dialog analytic team. Independently organized research summit on shared decision making program among senior research team and published internal report on current state of research at Health Dialog. Selected for "Innovation" research team to develop the next generation of products.
- Nominated, selected, and completed Bupa Healthcare Executive Program. Competitive, year-long HEP program identifies future Bupa executives and provides training in innovation and leadership.

Health Dialog Inc.
Director - Evaluation Services

2006-2011
Boston, MA

Leader of research team that developed methodologies for reporting financial outcomes to clients across all business units and products. Credible medical cost savings estimates identified by external consultants as the key driver of new sales and client retention. Subject matter expert in savings analysis as well as utilization reporting. Recognized innovation and thought leader within the company. Responsible for budgeting, resource assignment, and career development of four experienced analysts.

- Head of new Member Value System research team. Cross departmental team responsible for developing member based estimates of outcomes to be integrated into client facing product. New tool is backbone of future integrated marketing, sales, reporting and outreach efforts.
- Developed new methodology for reporting savings returns to clients for core business. Led team that produced new model, wrote white paper, and presented to clients. Convinced clients of robustness and veracity of savings results leading to client retention, including three of the largest clients, responsible for over 60% of total revenue.
- Created financial return models for new wellness and shared decision making products. Developed prototype models, wrote business descriptions and client facing presentations. Presented new models to internal and client audiences to generate buy-in. New models key factors in client retention as well as developing sales.
- Lead client presentations on new methodologies. Recognized by client facing teams for ability to present complicated methodologies to diverse audiences, including actuaries and medical directors. Consistently delivered strong presentations to clients resulting in improved retention, better customer integration, and buy up of new products.

- Identified as key thought leader within Health Dialog analytic team. Independently organized research summit on shared decision making program among senior research team and published internal report on current state of research at Health Dialog. Selected for "Innovation" research team to develop the next generation of products.
- Nominated, selected, and completed Bupa Healthcare Executive Program. Competitive, year-long HEP program identifies future Bupa executives and provides training in innovation and leadership.

RTI International

Economist Healthcare Reimbursement and Financing

2003-2006
Waltham, MA

- Led proposal and project team for Medicare Part D payment system analysis and review. Worked with CMS personnel to produce technical report describing the Part D payment structure focusing on the new Part D risk adjustment model. Report is the only comprehensive review of the entire Part D payment system and is used by CMS as a primer internally and externally.
- Customized concurrent risk adjustment model for Medicare "Pay for Performance" demonstration. Evaluated multiple regression methodologies and identified new validation techniques. Authored report outlining risk adjustment process and presented process to potential demonstration participants. Created financial simulation allowing participants to enter individual assumptions and analyze impact on potential bonus payments enhancing user experience and increasing participation rate.
- Produced research findings that were presented at the 2004 Academy Health Meetings in San Diego on the CMS Preferred Provider Organization Demonstration and presented research findings at 2005 Academy Health Meetings in Boston on concurrent risk adjustment.

Integrated Healthcare Information Services Inc.

Senior Healthcare Analyst Research and Development

(now Optum)

1999-2003
Waltham, MA

- Integral member of R&D team that developed company's first stand-alone product, the Episode Risk Grouper™, a health risk assessment model. Product generated company's initial non-consulting income stream. Follow on research led to development of Impact Pro™, a financial risk and inpatient event prediction model.
- Developed ImpactPro™ high-risk patient prediction product with research and development team allowing company to broaden product base, and improve the transition from consulting to product-driven revenue.

Education

University of Connecticut

Doctorate of Philosophy in Economics

2004

Connecticut College

Bachelor of Arts in Economics

1994

Allen S. Daniels, Ed.D.

Technical Accomplishments

- Over 40 years of experience in the management and delivery of behavioral health services.
- Over 30 years of research, and policy projects at the state and federal level.
- Dr. Daniels held an appointment as Professor of Clinical Psychiatry and Public Health Sciences at the University of Cincinnati for 32 years.
- At Westat, contributing health policy expertise for the examination of behavioral health programs and initiatives. Participating in projects related to health reform and evidence-based care, primary and behavioral health integration, managed care standards review, Peer Support Services, and specific population and treatment standards studies.
- Served as Executive Vice President and Director of Scientific Affairs for the Depression and Bipolar Support Alliance.
- Published over 70 journal articles and book chapters.
- Participated in three Institute of Medicine panels and two National Quality Forum studies.
- Twice chaired the board of the American Managed Behavioral Healthcare Association (now Association for Behavioral Health and Wellness).
- Served on the SAMHSA National Advisory Panel for the Center for Mental Health Services, and Consumer Subcommittee.
- Currently serving on the Board of the College for Behavioral Health Leadership

Relevant Project Experience

Westat

2011 to date

- As part of a Westat team Dr. Daniels assisted the Commonwealth of Virginia with the implementation of its 1115 Medicaid Demonstration Waiver involving the certification of addiction treatment programs to prevent and treat opioid misuse.
-
- Dr. Daniels led a Westat study for Assistant Secretary for Planning and Evaluation, U.S. Department of Health and Human Services (HHS) to examine how innovative peer support service programs affect the avoidable or unnecessary utilization of hospital and emergency department utilization, focusing on peer support services organizations and their role in behavioral health care delivery systems.
- As part of the Westat team, Dr. Daniels provided consultation to the Office of the Director, Center for Mental Health Services (1304) at SAMHSA in the areas of program development, execution of program requirements, support strategies, document development, writing, and editing.
-
- As part of the SAMHSA CMHS Office of the Director task order, Dr. Daniels worked with a team of experts to complete a short-turn-around analysis of the opportunities and challenges facing states and community mental health agencies related to the Demonstration 223 Certified Community Behavioral Health Centers legislation. The analysis included key informant interviews, analysis of national accreditation standards for community mental health centers, and analysis of current state standards to determine if there were any sections of the Demonstration 223 legislation that conflicted with state standards
- As part of the Director task order, Dr. Daniels worked with a team of experts to complete a short-turn-around analysis of the opportunities and challenges facing states and community mental health agencies related to the Demonstration 223 Certified Community Behavioral Health Centers legislation. The analysis included key informant interviews, analysis of national accreditation standards for community mental health centers, and analysis of current state standards to determine if there were any sections of the Demonstration 223 legislation that conflicted with state standards.
- Dr. Daniels led the Westat team that conducted a study to identify innovative approaches for plan-level chronic disease care coordination for people with both physical and behavioral health disorders for the Assistant Secretary for Planning and Evaluation (ASPE), U.S. Department of Health and Human Services (HHS).

- Working on the SAMHSA Center for Financing Reform and Innovations, Dr. Daniels led a team of Westat writers and field experts to draft 13 articles for the journal of Psychiatric Services in a series titled Assessing the Evidence. The series focused on 12 behavioral health services that state policy makers should consider covering in their state Medicaid program. The articles summarized the research support for implementing each of the practices.
- As part of SAMHSA's roll-out of the Demonstration 223 Planning Grants, Dr. Moran, Dr. Daniels and Dr. Ghose worked closely with SAMHSA staff to draft the Certified Community Behavioral Health Center (CCBHC) requirements that states could use to certify community mental health centers as CCBHCs.
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Education

- Ed.D., Education, University of Cincinnati, 1990
- A.M., University of Chicago School of Social Services Administration

John Easterday, PH.D.

PROFESSIONAL EXPERIENCE

Westat **January 2015 to Present**
Senior Project Director and Part-time Independent Consultant *Bethesda, MD*

- Conducted Grant reviews for the Substance Abuse and Mental Health services Administration. Co-leader of technical expert panels for SAMSA. Consultation to states on quality improvement, behavioral health integration and community behavioral health centers. Currently project leader for Virginia 1115 Medicaid Demonstration certification of addiction providers for Level 3 residential and withdraw/management services.

Truven Health Analytics **November 2011 – December 2014**
Senior Project Manager, Behavioral Health, *Washington, DC*

- Business management for federal government behavioral health policy and technical assistance, supervision, project management, writing, and research.
- Senior project manager coordinating the Center for Financing Reform and Innovations (CFRI), the Substance Abuse and Mental Health Services Administration (SAMHSA). Contributor to Behavioral Health Financing Studies related to health care reform.
- Included management of Assessing the Evidence Base Series of 12 articles published in Psychiatric Services.

State of Wisconsin, Department of Health Services **January 2011 – November 2011**
Director, Office of Policy Initiatives and Budget (OPIB),

- Resigned Appointed Position after Election and Returned to Civil Service. Reported to Secretary of DHS.
- OPIB includes the Budget Section, Regional Offices Section, Tribal Affairs, Policy and Evaluation Section, and Federal and Private Grants. OPIB includes 37 positions and oversees annual \$8 billion budget.
- Contributor to State Healthcare Reform and Financing Initiatives including Virtual PACE for dually enrolled Medicare and Medicaid individuals, Health Homes, and Targeted Bench Mark Plans

Administrator, Division of Mental Health and Substance Abuse Services, March 2007 – December 2010.

- Appointed First Administrator of New Division Reporting to Secretary of Department and The Governor
- Developed the Wisconsin 1915i Medicaid Program, 1915 C Medicaid Waiver and Medicaid Rehab Options for mental health, and coordinated programs and services for Wisconsin 1915 A, B and C Medicaid waivers.
- Secured the CSAT Access to Recovery grant to create a voucher based substance abuse treatment and recovery system in the Milwaukee County area
- Executive sponsor of Screening Brief Intervention Referral and Treatment (SBIRT) grant in Wisconsin.
- Partnered with NIATx to create two Learning Collaboratives or technical assistance for providers
- Organizational responsibilities similar to previous position as Associate Administrator listed below:

Associate Administrator for Mental Health and Substance Abuse Services, Division of Disability and Elder Services, November 2003 *March 2007*

Washington County Mental Health Center **1997 – 2003**
Administrator *West Bend, Wisconsin*

- Operated a 19-bed psychiatry and emergency detoxification inpatient program in general hospital under contract staff supervised
- Supervised child/adolescent and adult outpatient clinic, community support program, integrated children services program, day treatment, crisis service, billing, accounts payable, and medical records staff

Meriter General Hospital
Director of Psychiatry Program

1988 – 1997
Madison, Wisconsin

- Supervised inpatient staff for 28 bed adult unit and supervised 20 bed inpatient unit for children and adolescents. Total staff supervised approximately 55 FTEs and \$3.5 million budget.
- Developed adult partial hospitalization program and managed of University of Wisconsin Department of Psychiatry joint programs

Accomplishments

- 20 Years as a Provider of Behavioral Health Services
- 10 Years as an Administrator of State Behavioral Health Services
- National and federal experience as Contract Manager for Technical Assistance and Knowledge Transfer, SAMHSA Center for Financing Reform and Innovations, November 2011 – 2014.
-

Publications

Medicaid Handbook: Interface with Behavioral Health Services. HHS Publication No. (SMA)-13-4773. Rockville, MD. Substance Abuse and Mental Health Services Administration, 2013.

Case Study of Three Policy Areas and Early State Innovators: 2014 State Profiles of Mental Health and Substance Use Disorders. HHS Publication No. (SMA)-15-4418. Rockville, MD. Substance Abuse and Mental Health Services Administration, 2015

Funding and Characteristics of Single State Agencies for Substance Abuse Services and State Mental Health Agencies, 2013. HHS Publication No. (SMA)-15-4926. Rockville, MD. Substance Abuse and Mental Health Services Administration, 2015

Issue Brief: Behavioral Health Care Expenditures for Children and Adolescents. HHS Publication No. (SMA)-15-4926. Rockville, MD. Substance Abuse and Mental Health Services Administration, 2015.

Crisis Services: Effectiveness, Cost-Effectiveness, and Funding Strategies. HHS Publication No. (SMA)-14-4848. Rockville, MD. Substance Abuse and Mental Health Services Administration, 2014

Behavioral Health Treatment Needs: Assessment Toolkit for States. HHS Publication No. (SMA)-13-4757. Rockville, MD. Substance Abuse and Mental Health Services Administration, 2013

Financing of Behavioral Health Services within Federally Qualified Health Centers. Substance Abuse and Mental Health Services Administration, Rockville, MD. 2012. (available upon request).

PROFESSIONAL ACTIVITIES

- Wisconsin Commissioner for Mental Health, National Association of State Mental Health Program Directors (NASMHPD), 2003 to 2011
- NASMHPD Research Institute (NRI), Alexandria Virginia. Board of Directors, 2007 to 2011
- Wisconsin Single State Authority for Addiction Services, National Association of State Alcohol and Drug Abuse Directors (NASADAD), 2003 to 2011
- State Mental Health Directors and Center Medicaid and Medicare (CMS), Technical Advisory Group, 2007 to 2011
- The Joint Commission, Professional Technical Advisory Group, Behavioral Health, 2005 to 2011

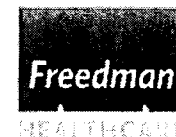
EDUCATION

Ph.D., University of Wisconsin-Madison (Public Administration and Health Care Policy) 1991

M.A., University of Wisconsin-Madison (Political Science) 1975

B.A., Indiana University-Bloomington (Political Science) 1974

Rik Ganguly, MPH



Professional Experience

Freedman HealthCare, LLC
Health Data Analyst

December 2015 to Date
Newton, MA

- Performed analytic services for state government clients to: 1) compare quality of care across hospitals and physician groups, and 2) evaluate health insurance coverage and access to care. Utilized nationally recognized measures on process, outcomes, and patient experience, as well as results from telephone surveys. Conducted statistical testing in SAS and created composite scores to provide summary-level results. Tailored analytic strategies to address client needs. Concisely summarized findings and provided interpretations.
- Utilized claims data to determine price for various procedures, and assessed how these prices varied by hospital. Assisted with and interpreted correlation analysis of price and quality, and whether there was an association between high prices and better quality.
- Working knowledge of the SAS statistical package, high-level proficiency in MS Excel and MS Access, elementary knowledge of SQL, and R. Application of epidemiological and biostatistical methods in interpreting health data.
- Over six years of experience in database management, analysis, statistical modelling, and interpretation and presentation of results.

Center for Global Health and Development, Boston University
Statistical Analyst

March 2015 to November 2015
Boston, MA

- Conducted statistical analysis on a 6-month drug adherence study on HIV patients in China
- Evaluated the efficacy of text-message reminders in improving on-time Antiretroviral Therapy (ART) dosing
- Performed t-tests and chi-square tests, fitted Poisson models, analyzed data for problem points and missing data

Department of Neurology, Leahy Hospital and Medical Center
Statistical Analyst

November 2010 to November 2015
Lexington and Burlington, MA

- Performed statistical analysis using SAS to monitor various side effects to Multiple Sclerosis (MS) medications
- Provided interpretations and reported statistical results, served as co-author for numerous abstracts, presented results at conferences such as the American Academy of Neurology (AAN).
- Developed logistic regression models to evaluate predictors for clinical outcomes following treatment discontinuation.
- Assisted with development of MS treatment adherence questionnaire.
- Managed MS clinical trials, enrolled patients, completed submissions to our IRB, maintained Access database.
- Took initiative to revamp the department's website, including creating a pre-enrollment application, and developed new pages to connect with industry, patients, and healthcare professionals.

Brigham and Women's Hospital and Harvard Medical School
Research Student, Sponsored Staff

June 2008 to September 2010
Boston, MA

- Conducted research on patients receiving hemofiltration after Acute Kidney Injury (AKI),
- Performed data entry, chart review, validation, and developed coding schemes to ensure accurate data capture

Education

Masters of Public Health (MPH) with concentration in Epidemiology 2015
Boston University School of Public Health, Merit Award recipient

Bachelor of Science (BS) with concentrations in Biology and Mathematics (High Honors) 2010
Marlboro College, Marlboro, VT, Presidential Scholarship recipient

Reports and Publications

"Serum Creatinine at CRRT Initiation and Survival in Acute Kidney Injury." Authors: Domingo Chang, Karthik Mahadevappa, **Rik Ganguly**, Stephanie A. Lublin, Nina E. Tolkoff-Rubin, Kenneth B. Christopher. American Society of Nephrology Meeting, San Diego, CA, October, 2009.

"Clinical Aspects of Multiple Sclerosis Patients with Normal Spinal Cord Imaging." Authors: Claudia Chaves, **Rik Ganguly**, Ann Camac, MaryAnne Muriello, Grace Lee. Consortium of Multiple Sclerosis Centers (CMSC) Meeting, San Diego, CA, June, 2012.

"Incidence of Silent Spinal Cord Lesions in Relapsing Remitting Multiple Sclerosis." Authors: Claudia Chaves, **Rik Ganguly**, Ann Camac, MaryAnne Muriello, Grace Lee. Consortium of Multiple Sclerosis Centers (CMSC) Meeting, San Diego, CA, June, 2012.

"T-Cell Subtype in Multiple Sclerosis Patients Treated with Fingolimod." Authors: Claudia Chaves, **Rik Ganguly**, Caitlin A. Dionne, MaryAnne Muriello, Ann Camac. Consortium of Multiple Sclerosis Centers (CMSC) Meeting, San Diego, CA, June, 2012.

"Post-void Residual Measurements in RRMS patients without Urinary Symptoms." Authors: Claudia Chaves, **Rik Ganguly**, Caitlin Dionne, Ann Camac, MaryAnne Muriello. Consortium of Multiple Sclerosis Centers (CMSC) Meeting, Orlando, FL, June, 2013.

"Safety and Efficacy of Dimethyl Fumarate in Patients with Relapsing Remitting MS (RRMS) in a Community Setting." Authors: Claudia Chaves, **Rik Ganguly**, Caitlin Dionne, Ann Camac. Consortium of Multiple Sclerosis Centers (CMSC) Meeting, Dallas, TX, June, 2014.

"Safety and Efficacy of Teriflunomide in Patients with Relapsing Remitting MS (RRMS) in a Community Setting." Authors: Claudia Chaves, **Rik Ganguly**, Caitlin Dionne, Ann Camac. Consortium of Multiple Sclerosis Centers (CMSC) Meeting, Dallas, TX, June, 2014.

"Clinical Characteristics and Imaging Features of Late Onset Multiple Sclerosis (LOMS)." Authors: Claudia Chaves, **Rik Ganguly**, Caitlin Dionne, Ann Camac. Consortium of Multiple Sclerosis Centers (CMSC) Meeting, Dallas, TX, June, 2014.

"Safety and Efficacy of Dimethyl Fumarate in Patients with Multiple Sclerosis- Real World Experience." Authors: Claudia Chaves, **Rik Ganguly**, Caitlin Dionne, Ann Camac. Americas Committee for Treatment and Research in Multiple Sclerosis (ACTRIMS) and European Committee for Treatment and Research in Multiple Sclerosis (ECTRIMS) Joint Meeting, Boston, MA, September, 2014.

"Safety and Efficacy of Dimethyl Fumarate in Patients with Multiple Sclerosis- Real World Experience." Authors: Claudia Chaves, **Rik Ganguly**, Caitlin Dionne, Ann Camac. American Academy of Neurology (AAN), Washington, DC, April, 2015.

"Relapse and Rebound Risks After Natalizumab Discontinuation in Patients with Multiple Sclerosis." Authors: Claudia Chaves, Caitlin Dionne, **Rik Ganguly**, Ann Camac. American Academy of Neurology (AAN), Washington, DC, April, 2015.

"Do Oral Disease Modifying Agents (DMTs) Improve Adherence to MS Treatment? A Comparison of Oral and Injectable Drugs." Authors: Caitlin Dionne, **Rik Ganguly**, Ann Camac, Claudia Chaves. Consortium of Multiple Sclerosis Centers (CMSC) Meeting, Indianapolis, IN, May, 2015

"Lymphocyte Subtypes in Relapsing Remitting Multiple Sclerosis (RRMS) Patients Treated with Dimethylfumarate (DMF)." Authors: **Rik Ganguly**, Caitlin Dionne, Ann Camac, Claudia Chaves. American Academy of Neurology (AAN). Vancouver, BC, April, 2016.

"Massachusetts Health Policy Commission Review of Beth Israel Deaconess Care Organization's Proposed Contracting Affiliation with New England Baptist Hospital and New England Baptist Clinical Integration Organization and Beth Israel Deaconess Care Organization's Proposed Contracting Affiliation and Beth Israel Deaconess Medical Center's and Harvard Medical Faculty Physicians' Proposed Clinical Affiliation with Metrowest Medical Center." Report prepared by the Massachusetts Health Policy Commission, with analytics from **Freedman Healthcare, LLC**. July, 2016. Available at: <http://www.mass.gov/anf/budget-taxes-and-procurement/oversight-agencies/health-policy-commission/material-change-notice-cost-and-market-impact-reviews/bidco-preliminary-cmir.pdf>

"Why are Hospital Prices Different? An Examination of New York Hospital Reimbursement." Report prepared by Gorman Actuarial, Inc., on behalf New York State Health Foundation, with analytics from **Freedman Healthcare, LLC**. December 2016. Available at: <http://nyshealthfoundation.org/uploads/resources/an-examination-of-new-york-hospital-reimbursement-executive-summary-dec-2016.pdf>

Vinayak Sinha, MPH



Professional Experience

Freedman HealthCare, LLC
Project Associate

May 2017-Present
Newton, MA

Job Summary:

- Develops strategies informed by analytics and policy to guide stakeholders towards successful delivery of affordable and sustainable care models.
- Provides analytical and project management support to FHC Project Managers and executives on several state-level projects.

Dana-Farber Cancer Institute
Value-Based Strategy Consulting Intern

September 2016- December 2016
Boston, MA

Job Summary:

- Conducted qualitative research to recommend value-based payment paradigms for Dana-Farber
- Designed criteria to prioritize recommendations and presented them to senior leaders

Partners HealthCare Systems, Inc
Government Payment Policy and Contract Finance Intern

June 2016- August 2016
Boston, MA

Job Summary:

- Evaluated financial implications of government pay-for-performance and novel payment method programs.
- Performed analytics to assess inclusion of socio-economic status on Medicare Readmissions Reduction Program.
- Analyzed payment policies, Medicare innovation models, and alternative payment methods to inform risk contract and Medicare strategy management.

Boston Medical Center
Quality Improvement Intern

January 2016- May 2016
Boston, MA

Job Summary:

- Collaborated with clinicians and administrators to reduce Medicare readmissions rate by 13%.
- Identified strategies to improve patient inpatient and outpatient experience and address gaps in care.
- Developed and presented final report with recommendations to senior leaders.

World Health Organization Country Office for Sri Lanka
Planning and Management Intern

March 2015- July 2015
Colombo, Sri Lanka

Job Summary:

- Developed policy framework to institutionalize a national program for Human Resources for Health.
- Reviewed potential needs assessment tools to strengthen rural retention of Human Resources of Health.
- Collected data and conducted analysis on rural retention of doctors.

Brigham and Women's Hospital
Sr. Health Education and Planning Associate

August 2012- July 2014
Colombo, Sri Lanka

Job Summary:

- Developed and executed evidence-based health education programs to combat adolescent obesity in 37 schools.
- Led Planning Committee composed of 6 public health professionals to ensure community needs were addressed.
- Managed corporate fitness programming for 2,300+ participants, and led programs at community health centers
- Secured 5+ corporate sponsors and recruited 100+ community participants for large-scale fundraising events
- Received 2013 Partners in Excellence Team Award

Education

Boston University School of Public Health
Master in Public Health (Concentration in Health Policy and Management)

January 2017

Clark University
B.A. Biology (Concentration in Pre-Med)

May 2012

Attachment B: Detailed Work Plan

ID	Outline Number	Task Name	Duration	Start	Finish	Predecessors
1	1	Kick Off and Discovery	21 days	Aug 15 '17	Sep 13 '17	
2	1.1	Contract signed and approved	0 days	Aug 15 '17	Aug 15 '17	
3	1.2	Develop and confirm assumptions	2 days	Aug 15 '17	Aug 16 '17	
4	1.3	Understand current state	10 days	Aug 15 '17	Aug 28 '17	
5	1.3.1	review current NHID network adequacy requirements	5 days	Aug 15 '17	Aug 21 '17	
6	1.3.2	review NHID vendor reports (e.g., geographic network adequacy report from 2015)	5 days	Aug 15 '17	Aug 21 '17	
7	1.3.3	review NHID proposed rule on network adequacy	5 days	Aug 15 '17	Aug 21 '17	
8	1.3.4	review American Society of Addiction Medicine criteria	5 days	Aug 15 '17	Aug 21 '17	
9	1.3.5	identify preventive care codes	5 days	Aug 15 '17	Aug 21 '17	
10	1.3.6	identify other data sources such as state licensing databases and survey tools	5 days	Aug 15 '17	Aug 21 '17	
11	1.3.7	Present proposed analytic approach to NHID and obtain approval	5 days	Aug 22 '17	Aug 28 '17	10
12	1.4	Meet with Behavioral Health Advisory Services Committee to review analytic approach	10 days	Aug 29 '17	Sep 12 '17	4
13	1.5	Obtain access to NHCHIS data	21 days	Aug 15 '17	Sep 13 '17	
14	1.5.1	Sign agreements	5 days	Aug 15 '17	Aug 21 '17	
15	1.5.2	CHIS extracts and documentation provided; NHID facilitates acquisition of licensing data and other lists	8 days	Aug 22 '17	Aug 31 '17	14
16	1.5.3	Load data on FHC secure system	8 days	Sep 1 '17	Sep 13 '17	15
17	2	SUD Provider Network Analysis	57 days	Sep 14 '17	Dec 6 '17	1,13
18	2.1	Identify SUD providers	24 days	Sep 14 '17	Oct 18 '17	
19	2.1.1	Review DHHS existing definitions and other sources, as requested by NHID	2 days	Sep 14 '17	Sep 15 '17	
20	2.1.2	Develop a claims data code-based definition of SUD treatment providers in consultation with NHID and DHHS	2 days	Sep 18 '17	Sep 19 '17	19
21	2.1.3	Extract and review NHID provider data	4 days	Sep 20 '17	Sep 25 '17	20

ID	Outline Number	Task Name	Duration	Start	Finish	Predecessors
22	2.1.4	Review geographic distribution of SUD providers	5 days	Sep 26 '17	Oct 2 '17	21
23	2.1.5	develop a central repository of SUD treatment providers who meet criteria	4 days	Oct 3 '17	Oct 6 '17	22
24	2.1.6	Review repository with NHID and DHHS for accuracy and completeness	5 days	Oct 10 '17	Oct 16 '17	23
25	2.1.7	Revise if necessary and present to NHID	2 days	Oct 17 '17	Oct 18 '17	24
26	2.2	Develop approach to classifying SUD treatment providers	18 days	Oct 19 '17	Nov 13 '17	18
27	2.2.1	Analyze CHIS data to test different provider classifications	10 days	Oct 19 '17	Nov 1 '17	25
28	2.2.1.1	Analyze service codes	10 days	Oct 19 '17	Nov 1 '17	
29	2.2.1.2	Analyze by provider license	10 days	Oct 19 '17	Nov 1 '17	
30	2.2.1.3	Analyze by provider specialty	10 days	Oct 19 '17	Nov 1 '17	
31	2.2.1.4	Analyze by facility license	10 days	Oct 19 '17	Nov 1 '17	
32	2.2.1.5	Review findings	2 days	Oct 19 '17	Oct 20 '17	
33	2.2.1.6	Compare to licensing databases, if available	5 days	Oct 19 '17	Oct 25 '17	
34	2.2.2	Present findings to NHID	0 days	Nov 1 '17	Nov 1 '17	27
35	2.2.3	Confer with NHID and other stakeholders to identify the strongest identification method	5 days	Nov 2 '17	Nov 8 '17	27
36	2.2.4	Compile and summarize findings and present to NHID; revise as directed	3 days	Nov 9 '17	Nov 13 '17	35
37	2.3	Access standards	12 days	Nov 14 '17	Dec 1 '17	26
38	2.3.1	Draft standards	12 days	Nov 14 '17	Dec 1 '17	
39	2.3.1.1	Based on NHID and stakeholder response to classification data, develop draft standards for measuring access	3 days	Nov 14 '17	Nov 16 '17	
40	2.3.1.2	Apply standards to provider data	3 days	Nov 17 '17	Nov 21 '17	39
41	2.3.1.3	develop criteria and methods to identify and track SUD providers	3 days	Nov 22 '17	Nov 28 '17	40
42	2.3.1.4	Develop methodology for measuring ongoing compliance via claims data	3 days	Nov 29 '17	Dec 1 '17	41
43	2.4	Provide access standards	3 days	Dec 4 '17	Dec 6 '17	

ID	Outline Number	Task Name	Duration	Start	Finish	Predecessors
44	2.4.1	Review methodology with NHID to obtain approval; revise as needed	3 days	Dec 4 '17	Dec 6 '17	42
45	3	BH/SUD Benefit Administration and Parity	43 days	Oct 17 '17	Dec 18 '17	
46	3.1	SUD data analytics	43 days	Oct 17 '17	Dec 18 '17	
47	3.1.1	Review American Society of Addiction Medicine criteria	3 days	Oct 17 '17	Oct 19 '17	24
48	3.1.2	Identify behavioral health/ SUD providers using criteria established above	3 days	Oct 17 '17	Oct 19 '17	24,13
49	3.1.3	Develop metrics to serve as baselines to use in CHIS comparisons	3 days	Oct 17 '17	Oct 19 '17	24
50	3.1.4	Analyze CHIS data to build comparison of actual vs. expected utilization	5 days	Oct 20 '17	Oct 26 '17	48
51	3.1.5	Evaluate BH/SUD utilization for	15 days	Oct 27 '17	Nov 16 '17	
52	3.1.5.1	cost sharing	15 days	Oct 27 '17	Nov 16 '17	50
53	3.1.5.2	number of visits	15 days	Oct 27 '17	Nov 16 '17	50
54	3.1.5.3	denied claims	15 days	Oct 27 '17	Nov 16 '17	50
55	3.1.5.4	other factors related to qualitative treatment limitation	15 days	Oct 27 '17	Nov 16 '17	50
56	3.1.5.5	non-quantitative treatment limitation parity requirements	15 days	Oct 27 '17	Nov 16 '17	50
57	3.1.6	Compare utilization findings to ASAM criteria	15 days	Nov 17 '17	Dec 11 '17	51
58	3.1.7	Evaluate health insurance carrier practices for deviations that are the result of carrier policies	15 days	Nov 17 '17	Dec 11 '17	51
59	3.1.8	Compile and summarize findings and present to NHID; revise as directed	5 days	Dec 12 '17	Dec 18 '17	58
60	4	Benefit Administration and Preventive Care	45 days	Aug 15 '17	Oct 18 '17	
61	4.1	Develop code list for preventive care	10 days	Aug 15 '17	Aug 28 '17	
62	4.2	Develop intervals/frequencies of preventive care	10 days	Aug 29 '17	Sep 12 '17	61
63	4.3	Develop standards for assessing compliance with preventive care requirements (i.e., inappropriate coverage; shortage of preventive care)	10 days	Sep 13 '17	Sep 26 '17	62
64	4.4	Analyze CHIS data to ascertain patterns of:	5 days	Sep 27 '17	Oct 3 '17	63,13
65	4.4.1	Excessive denials	5 days	Sep 27 '17	Oct 3 '17	

ID	Outline Number	Task Name	Duration	Start	Finish	Predecessors
66	4.4.2	patient use of inappropriate providers	5 days	Sep 27 '17	Oct 3 '17	
67	4.4.3	patterns of missing care	5 days	Sep 27 '17	Oct 3 '17	
68	4.4.4	patterns of reduced care	5 days	Sep 27 '17	Oct 3 '17	
69	4.5	Compile and summarize findings and present to NHID; revise as directed	10 days	Oct 4 '17	Oct 18 '17	64
70	5	Project End Deliverables	0	Dec 22 '17	Dec 22 '17	59,64

Attachment C: Cost Proposal

Task	Start	End	John Freedman Project Director	Eric Olmsted Data SME	John Easterday Allen BH/SUD SME	Rik Ganguly Data Analyst	Vinayak Sinha Project Manager	TOTAL
1 Kickoff and Discovery	Aug 15 '17	Sep 13 '17	5	15	15	6	25	
2 SUD Provider Network Analysis	Sep 14 '17	Dec 20 '17	15	30	35	80	30	
3 SUD data analytics	Oct 26 '17	Dec 19 '17	16	30	30	70	30	
4 Benefit Administration and Preventive Care	Aug 15 '17	Nov 8 '17	18	25	0	70	30	
5 Final Deliverables		Dec 22 '17	4	5	15	15	20	
Hours subtotal			58	105	80	241	135	
Hourly rates			275	240	220	150	100	
Personnel Total			\$15,950	\$25,200	\$17,600	\$36,150	\$13,500	\$108,400
Travel (see assumptions below)								\$1,352
Total Proposed, Not to Exceed								\$109,752

Assumptions:

1. FHC anticipates that all FHC Team members will be available during the term of the contract.
2. Travel to onsite meetings in New Hampshire:

By auto, Boston to Concord area, 160 miles RT plus tolls = \$88 per trip (3 meetings, one requiring two cars)	\$352
One trip including airfare to Boston and overnight stay for Easterday or Daniels to meet with stakeholders	\$1,000
Total estimated travel	\$1,352
3. All other expenses are included.

STATE OF NEW HAMPSHIRE
2017 – ECG 106 CHIS ANALYSIS OF MENTAL HEALTH/SUD
AND PREVENTIVE HEALTH SERVICES
REQUEST FOR PROPOSALS

INTRODUCTION

The New Hampshire Insurance Department seeks assistance with claims data analysis and policy recommendations with regard to three projects: identification and classification of substance use disorder (SUD) treatment providers in New Hampshire, compliance with behavioral health/SUD parity benefit requirements, and compliance with cost sharing limits regarding preventive care services.

The purpose of this project is to provide data analysis that will help support NHID efforts to conduct consumer outreach and evaluate carrier compliance with federal and state laws. The Contractor will provide findings and the analytical tools for the NHID to use in connection with continuing future analyses in these areas. Nothing provided to the NHID shall be considered proprietary or confidential. This contract will continue through December 31, 2017.

GENERAL INFORMATION/INSTRUCTIONS

The contract shall include three main components, but the Contractor expertise, skills, and work plan should be integrated so that the collective efficiencies of doing the tasks in tandem can be obtained. The Contractor will be required to discuss the analytical design of the project components with behavioral health/SUD and preventive care providers, and the patient advocates supporting these treatment areas. The NHID will assist in the collaboration phase of the project.

The findings provided by the Contractor will be used by the NHID to guide outreach to consumers, as well as to potentially support a market conduct exam to determine if a carrier is violating existing state or federal laws. The Contractor is not responsible for concluding that violations of state or federal laws have occurred, but rather for developing findings from these data that may suggest the existence of violations of parity and/or preventive care requirements. The NHID recognizes that it is not a foregone conclusion that parity violations exist, and therefore, the Contractor responsibilities under this contract are not dependent on verifying violations. The report and presentation findings should be geared toward NHID policy and market conduct staff, but they must also be suitable for public dissemination.

Within available resources, the NHID will provide the Contractor with information about the New Hampshire Comprehensive Health Information System (NHCHIS), but the Contractor shall be responsible for directly and independently analyzing the NHCHIS. The Contractor shall also evaluate opportunities to use state licensing databases and survey tools with health care providers.

Electronic proposals will be accepted until 4 pm local time on June 29, 2017, at the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire, 03301. Emails should be sent to alain.couture@ins.nh.gov and include in the subject line: "RFP-

-CHIS 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.

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

SERVICES REQUESTED

Network Analysis

The NHID recognizes that the delivery system capacity of SUD treatment providers in New Hampshire is insufficient to meet demand for these services, and that efforts are underway to support developing capacity. Similarly, the NHID is seeking to better align its carrier network adequacy standards with consumer expectations. NHID network adequacy standards serve as a minimum for carrier networks, but parity can be measured separately and may (depending on the extent of a carrier's network for medical –surgical services) require that the carrier exceed minimum network adequacy requirements. The Contractor shall develop the methodology for measuring access more accurately and comprehensively than through the current NHID network adequacy requirements, including the anticipated rule enhancements (a draft of the anticipated rules is located here: Draft Network Adequacy Rule). During the course of this project, the Contractor is expected to become familiar with the potential future network adequacy administrative rule and the analyses performed by the NHID and vendor(s) in support of future network adequacy requirements.

The Contractor shall work with the NHID to develop a central repository of SUD treatment providers in the state as a way to provide carriers with a baseline for identifying providers and improving access to covered members. Included in this analysis shall be approaches to classifying SUD treatment providers appropriately, whether based on the services they provide and/or licensing, specialty, or facility type. The Contractor shall also develop mechanisms for measuring access to these providers.

Throughout the project, the Contractor shall work in partnership with the NHID and NH Department of Health and Human Services (DHHS) to develop a set of criteria and methods that can be used to identify and track substance use disorder providers. This proposed project plan shall include milestones that are approved by the NHID prior to beginning the next phase.

These tools shall be employed by the NHID in order to evaluate parity requirements, improve transparency of networks, and encourage carriers to develop policies that will improve access to SUD services.

Behavioral Health/SUD Benefit Administration and Parity

The ACA and state laws require coverage for behavioral health/SUD services equal to that provided for non-behavioral health/SUD services, and the Contractor shall to assist in the evaluation of health insurance carrier practices using the NHCHIS claims data. The Contractor is responsible for identifying utilization patterns that suggest barriers or benefit design characteristics that are resulting in reduced access and use of behavioral health/SUD health care services in such a way that the carrier management of the benefit or internal policies violates parity in coverage requirements. Non-compliance with requirements may be due to cost sharing, number of visits, denied claims, or various factors that relate to quantitative treatment limitation or non-quantitative treatment limitation parity requirements.

Behavioral health expertise, both internal and external to the Contractor resources, shall be used through an analysis of the NHCHIS to identify treatment patterns that are inconsistent with the standard of care and/or American Society of Addiction Medicine (ASAM) criteria. The Contractor shall focus on deviations that are likely the result of carrier policies.

Determining parity of payment levels is beyond the scope of this analysis and is not the responsibility of the Contractor.

Benefit Administration and Preventive Care

Federal law requires preventive care coverage on a first dollar basis, and the NHID seeks assistance from a Contractor to determine if these services are being covered appropriately by carriers in the NH market. The Contractor should also identify situations in the data that suggest carrier policies have led to a shortage of preventive care received by the covered population. These findings may include excessive denials, patient use of inappropriate providers, or a pattern of missing or reduced follow up care.

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 bidder's proposal.

- (B.) Specific. A comparative scoring process will measure the degree to which each proposal meets the following criteria:
- (1) Specific experience and demonstrated skills working with health insurance carrier/TPA claims data, data consolidation services, and health insurance; skills needed for measuring adequacy of networks and access to providers; skills and experience in

developing tools to evaluate health carrier practices with regard to parity for behavioral health/SUD services and preventive care services and identification of utilization patterns that suggest barriers to access; and the Contractor must specify appropriate skills in behavioral health to identify treatment patterns through an analysis of NHCHIS consistent with the standard of care and/or American Society of Addiction Medicine (ASAM) criteria.

35% 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 relevant experience, including a current resume for each individual expected to perform work under the proposal, and time estimates for each person. 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.

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.

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.

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

25% 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 June 15, 2017. Questions should be directed to Alain Couture via email at alain.couture@ins.nh.gov. Please include "RFP--CHIS ANALYSIS" in the subject line of the email.

A consolidated written response to all questions will be posted on the New Hampshire Insurance Department's website www.nh.gov/insurance, by June 19, 2017.

The successful bidder or bidders will be required to execute a state of New Hampshire Contract. A form P-37 contains the general conditions as required by state of New Hampshire purchasing policies and the Department of Administrative Services. Although this standard contract can be modified slightly by mutual agreement between the successful bidder and the New Hampshire Insurance Department, all bidders are expected to accept the terms as presented in this RFP. If the bidder requires any changes to the P-37, those changes need to be identified in the proposal. The 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 July 10, 2017, and the NHID will seek to obtain all state approvals by mid-August, 2017.

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

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

Freedman HealthCare, LLC

**RFP 2017-ECG 106 CHIS Analysis of Mental Health/SUD
and Preventive Health Services**

Exhibit B

Contract Price, Price Limitations and Payment

The services will be billed at the rates set forth in the Contractors Proposal, dated June 29, 2017, not to exceed the total contract price of \$109,752. The services shall be billed at least monthly and the invoice for the services shall identify the person or person providing the service. Payment shall be made within 30 days of the date the service is invoiced.

Freedman HealthCare, LLC

**RFP 2017-ECG 106 CHIS Analysis of Mental Health/SUD
and Preventive Health Services**

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.

JOHN FREEDMAN

Printed Name of Contractor

Date

July 18, 2017


Contractor Signature

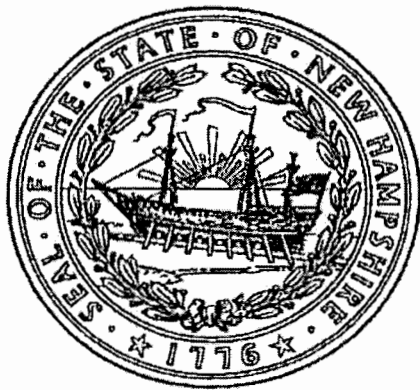
State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 691104



IN TESTIMONY WHEREOF,

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

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE

(Limited Liability Company)

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

1. I am the Sole Member/Manager of the Company of Freedman HealthCare, LLC
(Name of LLC)
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Freedman HealthCare, LLC
(Name of LLC)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.



(Contract Signatory Signature)

July 18, 2017

(Date)

STATE OF MASSACHUSETTS

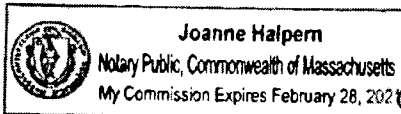
COUNTY OF

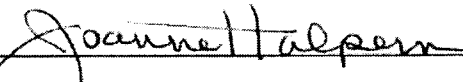
On this 18 day of JULY, 2017, before me Joanne Halpern
(Name of Notary Public)

the undersigned officer, personally appeared JOHN FREEDMAN
(Contract Signatory-Print Name)

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

(NOTARY SEAL)




(Notary Public- Signature)

Commission Expires: 2/28/2021



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Aronson Insurance Agency Inc 950 Highland Ave Needham MA 02494		CONTACT NAME: Sandy Clarke, CRM, CIC PHONE (A/C, No, Ext): (781) 444-3050 FAX (A/C, No): (781) 444-3051 E-MAIL ADDRESS: Sandy@AronsonInsurance.com													
INSURED FREEDMAN HEALTHCARE LLC 29 CRAFTS ST NEWTON MA 02458		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Sentinel Ins Co Ltd</td><td>NAIC # 11000</td></tr><tr><td>INSURER B: Hartford Underwriters Ins Co</td><td>30104</td></tr><tr><td>INSURER C: Beazley Insurance</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Sentinel Ins Co Ltd	NAIC # 11000	INSURER B: Hartford Underwriters Ins Co	30104	INSURER C: Beazley Insurance		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Sentinel Ins Co Ltd	NAIC # 11000														
INSURER B: Hartford Underwriters Ins Co	30104														
INSURER C: Beazley Insurance															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 2017-2018

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			08SBATP0546	6/14/2017	6/14/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			08SBATP0546	6/14/2017	6/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
A		<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			08SBATP0546	6/14/2017	6/14/2018	EACH OCCURRENCE \$ 5,000,000
		<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	08WECCM7886	6/14/2017	6/14/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
C	Professional Liability: Management Consultant E&O			V1P024170101	6/14/2017	6/14/2018	Limit \$1,000,000 Deductible \$2500	

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

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

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

AUTHORIZED REPRESENTATIVE

S Aronson, CIC/TRICIA

STANDARD EXHIBIT I

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

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

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

The NH Insurance Dept.
The State
Alexander K. Feldvebel
Signature of Authorized Representative
Alexander K. Feldvebel
Name of Authorized Representative
Deputy Commissioner
Title of Authorized Representative
7/28/17
Date

Name of the Contractor
John Freedman
Signature of Authorized Representative
JOHN FREEDMAN
Name of Authorized Representative
PRESIDENT
Title of Authorized Representative
JULY 18, 2017
Date