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**THE STATE OF NEW HAMPSHIRE  
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14  
CONCORD, NEW HAMPSHIRE 03301

Christopher R. Nicolopoulos  
Commissioner

Alexander K. Feldvebel  
Deputy Commissioner

May 19, 2020

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 on a **sole source** basis a contract with Helms and Company, Inc. (Vendor # 155934) of Concord, NH by increasing the amount by \$20,000 from \$40,000 to \$60,000, for consulting services, to assist the NHID with proper affiliation and description of health care providers on the NH HealthCost website, effective upon Governor and Council approval through June 30, 2021. The contract was originally approved by Governor and Council on May 2, 2018 - item #54. 100% Other Funds.

The funding is available in account Department of Insurance Administration – Other Funds, for Fiscal Years 2021, and contingent on continued appropriation of funds in the future operating budget:

**Department of Insurance Administration – Other Funds**

	<u>FY2021</u>
02-24-24-240010-25200000-046-500464	\$20,000
Consultants	

**EXPLANATION**

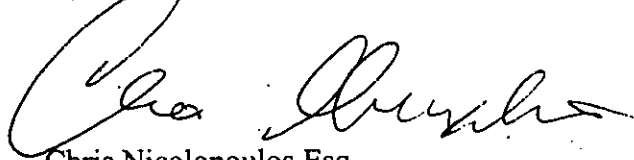
The need to amend the current contract on a **sole source** basis is due to the COVID19 pandemic, continuing with the current contractor who has been the only bidder on previous RFP's and is an expert in the New Hampshire provider landscape will ensure that providers are affiliated with the correct practice/facility in an unsettled time in the healthcare marketplace.

The Contractor will continue to assist the NHID with proper affiliation and description of health care providers on the NH HealthCost website so that consumers can easily understand what providers the rates are associated with in a consumer friendly manner.

The Contractor's primary responsibility will be to develop and maintain a master list of health care providers that will provide accurate provider names and clinician associations/affiliations with delivery systems or provider group practices in connection with the initiative to improve and expand the information available on the Department's HealthCost website, [www.nhhealthcost.org](http://www.nhhealthcost.org), for consumers and employers.

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 "Chris Nicolopoulos", written in a cursive style.

Chris Nicolopoulos Esq,  
Commissioner

## AMENDMENT

This Agreement (hereinafter called the "Amendment") dated this 27<sup>th</sup> day of May, 2020 by and between the state of New Hampshire acting by and through the New Hampshire Insurance Department (hereinafter referred to as "NHID") and Helms and Company, Inc. (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 May 2, 2018, agenda item #54, the Contractor agreed to perform certain services to assist the NHID with the proper affiliation and description of health care providers on the NH HealthCost website in improving the health insurance premium rate, 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 the additional work required that cannot be completed within the existing price limitation or by the original completion date.

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 extending the completion date from June 30, 2020 to June 30, 2021.
- B. Amend Section 1.8 of the General Provisions by increasing the Price Limitation from \$40,000 to \$60,000.
- C. Amend Exhibit B by changing the reference to
  - a. "not to exceed the total contract price of \$ 40,000.00" to "not to exceed the total contract price of \$ 60,000.00".

### 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:

Helms and Company, Inc.

By: Roland P. Lamy  
Helms and Company, Inc.

NHID:

State of New Hampshire acting  
through the New Hampshire Insurance  
Department

By: Christopher R. Nicolopoulos  
Christopher R. Nicolopoulos Esq,  
Insurance Commissioner

NOTARY STATEMENT

On this the 2<sup>ND</sup> day of JUNE, 2020, there appeared before me ERIN K. MEAGHER (Notary Name) the undersigned officer appeared ROLAND P. LAMY (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: Erin K. Meagher

**ERIN K. MEAGHER**  
Notary Public, State of New Hampshire  
My Commission Expires May 18, 2021

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

By: J Christopher Marshall, Assistant Attorney General on June 9, 2020

APPROVAL BY THE NEW HAMPSHIRE GOVERNOR AND EXECUTIVE COUNCIL

By: \_\_\_\_\_, on \_\_\_\_\_

**Helms & Company, Inc  
2018 – RFP Healthcost Provider FileIII**

**Exhibit B**

**Contract Price, Price Limitations and Payment**

The services will be billed at the rates set forth in the Contractors Proposal, dated March 9th, 2018, not to exceed the total contract price of \$ 60,000.00. 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.

A handwritten signature in black ink, consisting of a stylized 'B' followed by a long horizontal stroke.

**Agreement with Helms & Company, Inc**

**2018-RFP  
Healthcost Provider File III  
Amendment Extension**

**Exhibit C-1**

**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.

Brian Marquis, Principal

Date 5/29/2020

A handwritten signature in black ink, appearing to be 'B Marquis', written over a horizontal line.

Contractor Signature

# State of New Hampshire

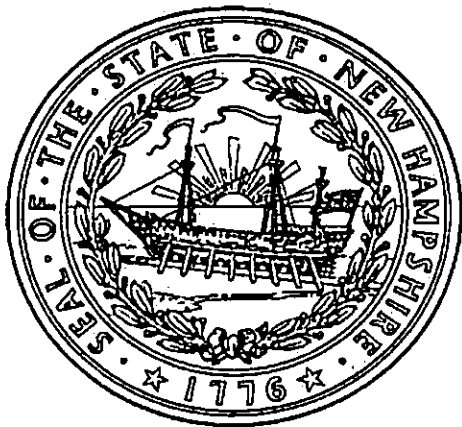
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HELMS & COMPANY is a New Hampshire Trade Name registered to transact business in New Hampshire on November 30, 1994. 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: 73132

Certificate Number: 0004924872



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of June A.D. 2020.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

(Corporation with Seal)

I, Roland P. Lamy, President of the  
(Corporation Representative Name) (Corporation Representative Title)

Helms & Company, Inc., do hereby certify that:  
(Corporation Name)

(1) I am the duly elected and acting President of the  
(Corporation Representative Title)  
Helms & Company, Inc., a C Corporation, Corporation (the Corporation)  
(Corporation Name) (State of Corporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates;

(4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

28<sup>th</sup> day of May, 2000, which meeting was duly held in accordance with

State of New Hampshire, law and the by-laws of the Corporation:  
(State of Corporation)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire Insurance Department, providing for the performance by the Corporation of certain consulting services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

**RESOLVED:** That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof, and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

Roland P. Lamy President Name

Ellen McCahon Secretary

Brian Marquis Treasurer Name



IN WITNESS WHEREOF, I have hereunto set my hand as the President  
(Title)

of the Corporation and have affixed its corporate seal this 2<sup>nd</sup> day of June, 2020.

Roland P Lamy  
\_\_\_\_\_

(Seal)

STATE OF New Hampshire

COUNTY OF Merrimack

One this the 2<sup>nd</sup> day of June, 2020 before me, Erin K. Meagher  
the undersigned officer, personally appeared, Roland P. Lamy who acknowledged her/himself  
to be the

President, of Helms & Company, Inc., a corporation, and that she/he, as  
(Title) (Corporation Name)

such President, being authorized to do so, executed the foregoing instrument for the purposes  
(Title)

therein contained, by signing the name of this corporation by her/himself as

President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Erin K. Meagher  
\_\_\_\_\_

ERIN K. MEAGHER  
Notary Public, State of New Hampshire  
My Commission Expires May 18, 2021

My Commission expires: \_\_\_\_\_

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/2/2020

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

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

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: <b>Mary Ellen Snell, CIC</b>	
	PHONE (A/C, No, Ext): <b>(603) 715-9754</b>	FAX (A/C, No): <b>(603) 225-7935</b>
	E-MAIL ADDRESS: <b>msnell@davistowle.com</b>	
INSURED  <b>Helms &amp; Company, Inc. 1 Pillsbury St., Suite 200 Concord, NH 03301</b>	INSURER(S) AFFORDING COVERAGE	
	<b>INSURER A : The Hanover Insurance Companies</b>	
	NAIC # <b>22292</b>	
	INSURER B :	
	INSURER C :	
	INSURER E :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			OBV9696272 07	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							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
A	AUTOMOBILE LIABILITY			AWV9696265	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB			OBV9696272 07	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0
							EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N/A			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below
							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

PROFESSIONAL LIABILITY  
 Carrier: Allied World Assurance Company  
 Policy Period: 4/26/2020 to 4/26/2021  
 Limits of Liability: \$2,000,000  
 Retention: \$10,000

**CERTIFICATE HOLDER****CANCELLATION**

NH Insurance Department  
 21 South 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

**INFORMATION PAGE  
WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

**INSURER:** Twin City Fire Insurance Company  
ONE HARTFORD PLAZA HARTFORD CT 06155



**NCCI Company Number:** 14974  
**Company Code:** 7

**POLICY NUMBER:** 76 WEG DL1507  
**Previous Policy Number:** 76 WEG DL1507

Suffix	
LARS	RENEWAL
	8

**1. Named Insured and Mailing Address:** HELMS AND COMPANY, INC  
(No., Street, Town, State, Zip Code) 1 PILLSBURY STREET  
CONCORD NH 03301

**FEIN Number:** 02-0388529  
**State Identification Number(s):**

**The Named Insured Is:** Corporation  
**Business of Named Insured:** Other Management Consulting Services  
**Other workplaces not shown above:**

**2. Policy Period:** From 10/03/19 To 10/03/20 ANNUAL  
12:01 a.m., Standard time at the insured's mailing address.

**Producer's Name:** PAYCHEX INSURANCE AGENCY INC  
150 SAWGRASS DRIVE  
ROCHESTER NY 14620

**Producer's Code:** 76210705  
**Issuing Office:** THE HARTFORD BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251  
(877) 287-1312

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**Total Estimated Annual Premium:** \$5,798  
**Deposit Premium:**  
**Policy Minimum Premium:** \$353 NH (Includes Increased Limit Min. Prem.)

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**Audit Period:** ANNUAL **Installment Term:**  
The policy is not binding unless countersigned by our authorized representative.

Countersigned by Susan S. Castaneda 08/24/19  
Authorized Representative Date

000445 10/28 2 04

**INFORMATION PAGE (Continued)**

**Policy Number: 76 WEG DL1507**

**3. A. Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: NH

**B. Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A.  
The limits of our liability under Part Two are:

<b>Bodily injury by Accident</b>	<b>\$500,000</b>	<b>each accident</b>
<b>Bodily injury by Disease</b>	<b>\$500,000</b>	<b>policy limit</b>
<b>Bodily injury by Disease</b>	<b>\$500,000</b>	<b>each employee</b>

**C. Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT NORTH DAKOTA, OHIO, WASHINGTON, WYOMING, U.S.TERRITORIES AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

**D. This policy includes these endorsements and schedule:**

SEE ENDORSEMENT-WC 99 03 68

**4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

<b>Classifications Code Number and Description</b>	<b>Premium Basis Total Estimated Annual Remuneration</b>	<b>Rates Per \$100 of Remuneration</b>	<b>Estimated Annual Premium</b>
Total Standard Premium			\$5,189
Premium Discount			-\$5
Expense Constant			\$160
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement			\$130
Catastrophe (Other Than Certified Acts Of Terrorism)			\$324
Estimated Annual Premium (before Surcharges)			\$5,798

\*See the attached Schedule(s) of Operations for Location and State Level Premium Information

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<b>Total Estimated Annual Premium:</b>	<b>\$5,798</b>
<b>Deposit Premium:</b>	
<b>Policy Minimum Premium:</b>	<b>\$353 NH (Includes Increased Limit Min. Prem.)</b>

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**Interstate/Intrastate Identification Number:** Refer to Schedule of Operations

**Labor Contractors Policy Number:**

NAICS: 541618  
SIC: 8748

## STANDARD EXHIBIT I

The Contractor identified as 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 I, 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



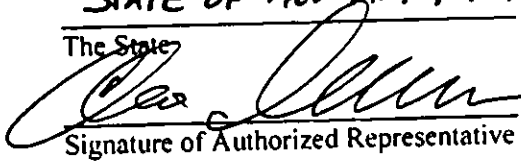
changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

- 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.

STATE OF NEW HAMPSHIRE

The State

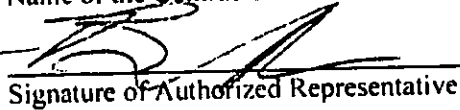
  
Signature of Authorized Representative

Chris Nicolopoulos  
Name of Authorized Representative

Commissioner  
Title of Authorized Representative

6/3/2020  
Date

Helms & Company, Inc.  
Name of the Contractor

  
Signature of Authorized Representative

Brian Marquis  
Name of Authorized Representative

Principal and Treasurer  
Title of Authorized Representative

5/29/2020  
Date



**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

April 12, 2018

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

**REQUESTED ACTION**

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract with Helms and Company, Inc. (Vendor # 155934) of Concord, NH in the amount of \$40,000, for consulting services to assist the NHID with proper affiliation and description of health care providers on the NH HealthCost website, effective upon Governor and Council approval through June 30, 2020. 100% Other Funds.

The funding is available in account Department of Insurance Administration – Other Funds, for Fiscal Years 2019, and contingent on continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

**Department of Insurance Administration – Other Funds**

	<u>FY2019</u>	<u>FY2020</u>
02-24-24-240010-25200000-046-500464	\$20,000	\$20,000
Consultants		

**EXPLANATION**

The Contractor will assist the NHID with proper affiliation and description of health care providers on the NH HealthCost website so that consumers can easily understand what providers the rates are associated with in a consumer friendly manner. The Contractor's primary responsibility will be to develop and maintain a master list of health care providers that will provide accurate provider names and clinician associations/affiliations with delivery systems or provider group practices in connection with the initiative to improve and expand the information available on the Department's HealthCost website, [www.nhhealthcost.org](http://www.nhhealthcost.org), for consumers and employers. The consultant will develop a method for ongoing periodic review of providers, provider affiliations and related information and maintain the provider lists through the end of the contract period.

The Request for Proposal was posted on the Department's website February 12, 2018 and sent to past bidders for Department contract work and companies doing work in this field. Only one bid was 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 the Helms and Company, Inc. proposal as responsive and cost effective to the Request for Proposals (RFP).

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

Respectfully submitted,

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

Roger A. Sevigny

**RFP- PROPOSALS EVALUATIONS**

**Evaluation Committee members:** Alain Couture, Maureen Mustard, Tyler Brennan

**Evaluation process:** Every member reviewed and independently evaluated the bids.  
 On March 22, 2018 the Evaluation Committee members met, and as a group assigned points to each bid per the "Specific comparative scoring process" described in each RFP.  
 All members agreed with the points assigned to each category for each bid depicted in the table below.

	RFP/VENDOR	CONTRACTOR: Specific Expertise with Strategic Planning/Ability to Document Plan: (25% of points)	CONTRACTOR: Qualifications & Related Experience (in Developing Strategic & Action Plans) (30% of points)	Proposed Timeline (15% of points)	Bid Price- BUDGET/AMOUNT	Derivation of Cost for Contractor Time (30% of points)	TOTAL SCORE (100% of Points)	Score without \$\$\$	NOTES
<input type="checkbox"/>	RFP 2018 Healthcost Provider File III								
<input type="checkbox"/>	Helms & Company, Inc	28.00%	18.00%	18.00%	\$40,000	30.00%	94.00%	64.00%	
<input type="checkbox"/>									


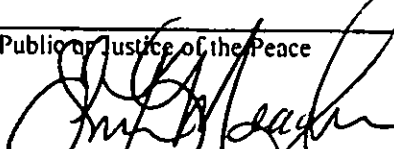
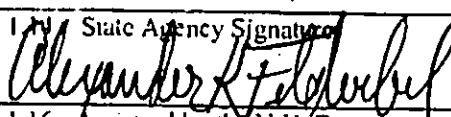
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 South Fruit Street, Suite 14, Concord, NH 03301	
1.3 Contractor Name Helms & Company, Inc		1.4 Contractor Address One Pillsbury Street, Suite 200, Concord, NH 03301	
1.5 Contractor Phone Number (603)225-6633	1.6 Account Number 25200000-046-500464	1.7 Completion Date June 30 <sup>th</sup> 2020	1.8 Price Limitation \$40,000.00
1.9 Contracting Officer for State Agency Alexander Feldvebel, Deputy Commissioner		1.10 State Agency Telephone Number (603)271-2518	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Brian Marquis, Senior Consultant/Principal	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>MERRIMACK</u> On <u>APRIL 11, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		ERIN K. MEAGHER Notary Public, State of New Hampshire My Commission Expires May 18, 2021	
1.13.2 Name and Title of Notary or Justice of the Peace <u>ERIN K. MEAGHER</u> <u>NOTARY</u>			
1.14 State Agency Signatory 		1.15 Name and Title of State Agency Signatory <u>Alexander K. Feldvebel, Deputy Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>J. Christopher Marshall</u> On: <u>4/17/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



# **Agreement with Helms and Company, Inc. HealthCost Provider File III**

## **Exhibit A Scope of Services**

The consultant's primary responsibility is to update and maintain a master provider file used in support of the NH Healthcost website. Specific deliverables include:

1. Quarterly updates to the master listing of providers for the HealthCost database that include accurate provider names and clinician association/affiliation with delivery systems or provider group practices
  - a. Identification of new providers to include in the NH Healthcost master provider table after reviewing the provider output (excel file) from the SAS programs that calculate the cost estimates.
  - b. Identification of the ownership relationships and contractual affiliations among hospitals, surgical care centers, laboratories, independent clinicians, clinician group practices, clinics and ambulance providers; the clinicians who practice at each hospital, clinic and group practice;
  - c. Identification of the clinicians (physician, nurse practitioner, physician assistant, behavioral health therapist) who practice at each hospital, clinic and group practice and those clinicians that are 'itinerant' or serving as locum tenens physicians and how should they be treated;
  - d. Identification of appropriate office or group names and contact information including address, phone numbers and websites of the identified clinicians/groups.
2. Documentation of the methodology used to determine the providers for inclusion on the website, including identification of centers of excellence.
3. Documentation of the methodology used to define the affiliation and grouping types that reflect the NH market; a method to link providers to their various provider affiliations and groups; and a method for ongoing periodic review of providers, provider affiliations and related information.
4. Documentation of clinical delivery issues, configuration of local health care delivery systems, physician-hospital relationships, billing practices, and other non-standard practices that NHID would need to take into account in order to accurately analyze claims data and interpret results.
5. Recommendations of appropriate clinician/facility distinctions (for example: Imaging Centers and Radiology Providers).
6. Work set out in the response to the RFP (attached)

**Response to Request for Proposal (2015-RRG 310)  
New Hampshire Department of Insurance**

**Consulting Assistance Developing and Maintaining  
New Hampshire Healthcare Provider File III  
For NH HealthCost Website**

**Response Submitted by:**

**Helms & Company, Inc.  
One Pillsbury Street, Suite 200  
Concord, NH 03301**

**Date: March 9<sup>th</sup> 2018**

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## **RESPONSE TO NEW HAMPSHIRE DEPARTMENT OF INSURANCE REQUEST FOR PROPOSAL FOR DEVELOPMENT AND MAINTENANCE OF NEW HAMPSHIRE HEALTHCARE PROVIDER FILE III.**

### **INTRODUCTION AND STATEMENT OF NEED**

The New Hampshire Department of Insurance (NHID) intends to contract with a consultant to assist with the development and maintenance of a provider list for its New Hampshire HealthCost Initiative. Specifically, Consultant would develop and maintain a provider list in the areas of obstetrics, dermatology, internal medicine, pediatrics, laboratories, ambulance, pharmacy, behavioral health and urgent care and will maintain quarterly, all existing and developed provider files.

### **PROJECT GOALS AND OBJECTIVES**

The main goal of this project is to ensure an accurate list of individual providers and grouping of individual providers within larger organizations so that the cost information prepared by New Hampshire HealthCost is both accurate and friendly to the consumer. To achieve this, Consultant will provide information, and where necessary, conduct research, to address the following questions:

- What are the legitimate groupings of providers?
- Which specific providers are associated with certain identified groups?
- What physician-hospital relationships exist that might impact the way in which certain service or case cost data is developed?
- What are the appropriate names of the identified groups (i.e., from a consumer perspective)?

This will be accomplished by reviewing the existing master list and providing necessary changes / revisions.

In addition, where desired, Consultant may provide information regarding certain clinical delivery issues and configuration considerations, as well as implications of certain billing practices that could influence claims data interpretation in the development of future specific service costs.

### **STATEMENT OF WORK**

Helms & Company will draw on its extensive 30-year experience working with New Hampshire providers along with its market knowledge to determine appropriate provider affiliations and group names. This will include referencing our proprietary Client Database as well as other more publicly available information. Where necessary, Helms & Company will directly contact community hospitals or large independent provider managers to help determine or confirm clinician affiliations and associations. If needed, Helms & Company will contact providers directly to make a final determination of affiliation/association. Helms & Company has been working on the provider file for over a decade and believes this continuity has created significant efficiencies.

## **HELMS & COMPANY CAPABILITIES**

Helms & Company has provided healthcare consulting and management to clients in northern New England since 1983. We have provided a broad range of services to all varieties of healthcare organizations including hospitals, physician practices, insurance companies, nursing homes, retirement communities, physician and physician-hospital organizations, home health agencies, mental health organizations, and human service organizations. Our Principals and Associate Consultants are particularly knowledgeable about the healthcare environment in New Hampshire and over the years we have worked with, or provided services to, every New Hampshire acute care hospital. Often our work has included the associated medical staffs of these New Hampshire institutions. This work has enabled us to gain in depth knowledge about physicians and other providers practicing in New Hampshire and their various associations. Projects we have performed that will help us fulfill the requirements of this RFP include:

- Medical manpower development planning
- Physician group practice development and management
- Physician organization and physician hospital organization management services
- Hospital-physician joint venture development
- Management services and provider compensation consulting to hospital employed physician practices
- Provider-payer contract negotiation, analysis and support
- Clinician professional coding education including CPT-4 and ICD-9 schemas
- Physician practice acquisition evaluations for multiple hospitals

In addition to consulting services offered to NH healthcare organizations, Helms & Company also currently manages the following provider joint ventures under management contract arrangements:

- New Hampshire Lithotripter Center, Inc. (completing 2014)
- New Hampshire Imaging Services
- Integrated Eyecare, Inc. (completing 2015)
- Rural Home Care Network, LLC
- New Hampshire Community Behavioral Health Association
- VNA Health System of Northern New England, Inc.

The firm also provides Interim CEO and VP Management for hospitals and medical practice operations in crisis and / or transition. The skills and abilities of the partners in the firm are utilized as needed to round out a team required to fulfill an interim management or turnaround mission. Interim Management clients have included:

- **Interim CEO Management**

- Rockingham Memorial Hospital, Bellows Falls, Vermont, 1989-1991
- Hillcrest Terrace / Pearl Manor Nursing Home, 2001-2002
- New London Hospital, 2002-2003
- Copley Health System, 2006-2007

- University Healthcare, University of New England, College of Osteopathic Medicine, 2007-2008
  - NH Healthy Kids, 2009
  - Upper Connecticut Valley Hospital, 2011
  - Grace Cottage Hospital, 2012
  - Valley Regional Hospital, 2013
- **Interim VP of Medical Services**
    - Monadnock Community Hospital, 2011, 2013
    - Putnam Medical Group, a wholly owned subsidiary of Southwestern Vermont Medical Center, 2011-2012
    - New London Hospital, 2014
    - Androscoggin Valley Hospital, 2014-2017
    - Valley Regional Hospital 2016 to current

Helms & Company has provided short and longer term contract administrator services to various physician practices over the past 15 years. These include:

- Connecticut Valley Orthopedics and Sports Medicine
- Coastal NH Neurosurgery
- Upper Valley Neurology & Neurosurgery
- Essex Orthopedics
- Associates in Internal Medicine
- Concord Urology
- Seacoast Infectious Disease
- Londonderry Pediatrics
- Southern NH Internal Medicine
- Harbour Women's Health

## **HELMS & COMPANY RESOURCES**

*Attachment 1* contains the resumes and biographies of the Helms & Company Principals and Associate Consultants. Collectively, our firm has experienced the entire continuum of healthcare expense, having been involved in provider cost budgeting, fee setting, reimbursement contracting, capitation management, as well as insurance premium rate development. This work has exposed us to many New Hampshire providers and has allowed us to develop a reasonably comprehensive inventory of clinicians and their affiliations. As a group we offer extensive knowledge of the New Hampshire health care market and delivery system, demonstrated expertise working with community providers, developed familiarity with provider affiliations, and developed methodologies to compare service and case costs.

Additionally, our Senior Consultants hold active memberships (including some officer positions) in the following healthcare organizations:

- American College of Healthcare Executives
- New Hampshire / Vermont Healthcare Financial Management Association
- Medical Group Management Association
- New Hampshire Hospital Association

For this work, Brian Marquis would be NHID's primary contact, Kevin Stone, Roland Lamy, Ellen McCahon, Brian Marquis, and Angela Spanos will be serving as Consultants. Other Firm resources may be utilized where appropriate.

## Exhibit A

### **PROJECT DELIVERABLE**

Brian Marquis will continue to participate regularly in project team phone meetings as needed. Helms & Company will adhere to the quarterly update schedule. At the updates, current individual providers names, contact information, and affiliations will be reviewed for accuracy and will be presented in a consistent, easy to understand format for consumers. With Helms & Company's past experience it will aim to review 25% of existing providers in the database each update so that each provider is reviewed once in a contract year. New providers to the data set will be accurately added at each quarterly update with complete and accurate information in a consistent, easy to understand format for consumers. Documentation of the methods used to maintain and update the file, determine affiliations, and identification of issues will be kept and shared with the team. Helms & Company will provide recommendations regarding any issues encountered with new providers and will help address any identified issues with website related to the configuration of the provider file.

### **PROJECT TIMEFRAME**

Helms & Company has a long track record of serving client project needs and delivering its work on time and on budget. Having been involved in the initial phases of the HealthCost Provider file development, we understand there is some fluidity to the exact timeframes for specific deliverables. We are committed to being responsive to the changing needs of the project as it develops to meet any specific needs of NHID and other contractors contributing to the project. We believe that the work of maintaining the provider files can be accomplished over this period of time at regular quarterly intervals.

## Exhibit B

### **PROJECT COST**

Helms & Company charges time for Senior Consultant & Principals at \$295 per hour. For this project, Helms & Company would extend a discount and charge its Principal time at \$215 per hour. This rate includes any costs associated with faxes, photocopies, overnight mail, and report generation so no additional expense would be incurred by NHID. Where feasible, Consultant would use a project associate for certain information gathering and research. Helms & Company would invoice this time at \$70 per hour.

Helms & Company would charge any project related out of pocket expenses at cost. Given the project scope, we do not believe that any additional project expense would be incurred except for mileage. Helms & Company charges mileage at the prevailing IRS rate, currently at 56¢ per mile. Given Helms & Company's proximity to the Department of Insurance, Helms & Company would waive billing for any mileage expense within the city of Concord and would only charge when travel was necessary to locations outside of the city limits.

Helms & Company invoices for services rendered on a monthly basis. We typically invoice clients by the 10<sup>th</sup> of the month for the past month services and expect payment within 30 days of invoice receipt unless special payment arrangements are established. Within reason, we would accept different payment terms if required.

### **PROJECT BUDGET**

Having intimate understanding of the existing provider files, we know the effort involved maintaining them will likely reach the \$20,000 per year maximum. Helms & Company has been working over the past month to transition some of the maintenance work to a project associate to increase the overall hours dedicated to the project.



## Exhibit C

### **CONFLICT OF INTEREST**

Helms & Company does not believe that any conflict of interest exists between our current clientele and the work related to this project. We believe that New Hampshire providers desire to have the New Hampshire HealthCost information be presented as accurately as possible and that all of our clients would be supportive of our involvement in helping to clarify provider groups and delivery system associations. To confirm this, the last time we entered into such a Project (2007), we contacted a few of our larger provider clients and in every instance they supported our responding to this RFP and our ultimate involvement in this project if awarded the contract. We have identified for this response all of the New Hampshire provider companies where we have an active management contract and, as previously noted, we do consult to many of the New Hampshire hospitals on an ongoing basis. Based on our understanding of this project, we believe that none of this activity poses an actual or potential conflict of interest.

### **REFERENCES**

*Attachment 2* contains a select listing of provider organizations, along with a contact name and phone number, for which we currently or recently have provided services.

### **REQUIREMENTS OF NEW HAMPSHIRE STATE CONTRACT EXECUTION**

Helms & Company is aware of the requirements that the successful bidder execute a New Hampshire state contract. We have executed state contracts in the past and are familiar with these requirements. We appreciate the opportunity to submit this proposal for consulting services in response to the New Hampshire Department of Insurance RFP. We accept the terms of the RFP and will accept the terms of the New Hampshire contract.

**Attachment 1**  
(Principals and Consultants)

**KEVIN C. STONE**

23 Timmins Road  
Bow, New Hampshire 03304  
Home: (603) 224-2932  
Office: (603) 225-6633  
Cell: (603) 496-0115

**EXPERIENCE:**

- 2006 – Present      **DARTMOUTH HITCHCOCK CLINIC, Lebanon, NH**  
   **PROJECT SPECIALIST**  
Part-time internal consultant supporting ACO development and projects concerning physician practice management and hospital relations.
- 1999 – Present      **HELMS & COMPANY, Concord, NH**  
   **SENIOR CONSULTANT AND PRINCIPAL**  
Provide healthcare management consulting to Home Health and Hospice Agencies, Hospital and Physician clients located primarily in New England.
- 1997 – 1999        **DARTMOUTH HITCHCOCK CLINIC, Bedford, NH**  
   **EXECUTIVE DIRECTOR – MANAGED CARE**  
Responsible for managed care payer relationships, development of capitation support systems, managed care infrastructure, and preparation for NCQA Service Delegation.
- 1989 – 1997        **CHIEF OPERATING OFFICER, SOUTHERN REGION**  
Responsible for 20 facility, 250 physician group practice. Managed \$150 million operating budget with \$75 million annual capitation. Responsible for 120,000 sq. ft. clinical campus development.
- 1986 – 1989        **DIRECTOR, REGIONAL DEVELOPMENT**  
Managed development of two 30-physician, multi-specialty groups in Southern New Hampshire. Negotiated practice acquisitions. Managed 27,000 sq. ft. facility expansion.
- 1985 – 1986        **AMERICAN MEDICAL INTERNATIONAL, Atlanta, GA**  
   **AMBULATORY CARE MANAGER- SOUTHERN REGION**  
Responsible for AMI physician activities in Georgia, Alabama and Louisiana, including group practice development, practice management, and physician-hospital joint ventures.
-

1983 - 1985      **THE HITCHCOCK CLINIC, INC., Hanover, NH**  
                    **ADMINISTRATIVE DIRECTOR-REGIONAL CLINICS & PLANNING**  
Developed strategic and operating plans for various regional programs. Chief administrator to five multi-specialty clinics. Planned and implemented start-up of three primary care clinics. Negotiated joint ventures with community hospitals.

Summer - 1983      **MAYO CLINIC, Rochester, MN**  
                    **ADMINISTRATIVE RESIDENT - PLANNING SECTION**  
Devised reorganization plan to facilitate growth of Internal Medicine Department. Assisted with site evaluation for Satellite Clinic Development.

1980 - 1982      **DARTMOUTH MEDICAL SCHOOL, Hanover, NH**  
                    **ASSISTANT TO DIRECTOR- PRIMARY CARE COOPERATIVE**  
**INFORMATION PROJECT (COOP).**  
Within the Department of Community and Family Medicine., managed medical research programs involving 40 ambulatory care practices. Provided practice management consulting to primary care clinics in a three-state network. Designed and implemented cost-consciousness curriculum for third year medical students.

**EDUCATION:**

1982 - 1984      The Amos Tuck School of                              Dartmouth College  
                    Business Administration                              Hanover, NH  
                    Received MBA with highest distinction. Edward Tuck Scholar.  
                    Founded Not-For-Profit Club.

1976 - 1980      The Johns Hopkins University                              Baltimore, MD  
                    Received Bachelor of Arts. Majored in Social/Behavioral Sciences,  
                    Minored in French. One of 13 seniors selected as Residential Life Assistant.

**KEVIN C. STONE**  
Office: (603) 225-6633  
Cell: (603) 496-0115  
Page 3

**PUBLICATIONS:**

Nelson, Conger, Douglass, Gephart, Kirk, Page, Clark, Johnson, Stone, Wasson, Zubkoff: "Functional Health Status Levels of Primary Care Patients", Journal of The American Medical Association, 1983, Vol. 249, No. 24

Hale, Stone, Seibert, Nelson: "A Clinical Cost-consciousness Learning Packet for Community-Based Clerkship", Family Medicine, 1984, Vol. XVI, No. 4

Hale, Nelson, Gephart, Stone: "Use of An Interpractice Medical Information System to Develop a Data-Based Clinical Cost-Consciousness Curriculum in Primary Care Settings", Medical Decision Making, 1982, Vol. 2, No. 2

**CURRICULUM DEVELOPMENT:**

Past Member, Instructional Council, New England Healthcare Assembly (NEHA)

Past Chairman, MD Practice Management Certificate Program, NEHA

Past Vice-Chair, Ambulatory Care Certificate Program, NEHA

**OTHER ACTIVITIES:**

1984 – 1985 Board of Directors, Ottauquechee Health Center, Woodstock, Vermont  
1985 – 1986 Board of Directors, West Alabama Hospital, Northport, Alabama  
1982 – Present Medical Group Management Association  
1993 – 2004 Bow Rotary  
1996 – 2008 Board of Directors, (Treasurer, Past President), Second Start, Concord, NH  
2003 - 2010 Board of Directors, (Past President), NH/VT Healthcare Financial Management Association  
2012- Present Board of Managers, OneCare Vermont

**REFERENCES:**      Furnished upon request

## J. Michael Degnan

88 School Street  
Concord, NH 03301

Office: (603) 225-6633  
Cell: (603) 496-4885  
[jmdegnan@helmsco.com](mailto:jmdegnan@helmsco.com)

### EXPERIENCE:

#### **1985 – Present HELMS & COMPANY, INC.** **President**

Concord, NH

Co-founder and President of Helms & Company, Inc. Responsible for the development and management of the following organizations:

#### **2007 – Present      *New Hampshire Health Plan*** **Executive Director**

New Hampshire Health Plan (NHHP) makes individual health insurance available to New Hampshire residents who are medically uninsurable. NHHP also supports and enhances the private market through related initiatives. As a non-profit, NHHP strives to make its services accessible and affordable within the spirit and parameters of enabling legislation. As part of the Accountable Care Act, we developed NHHP-Fed in July 2010 as the Pre-existing Condition Insurance (PCIP) Plan. NHHP-Fed was the first organization to have a signed contract with CMS / CCIIO and had the first enrollee in the PCIP plan nationally. Responsible for the management and operation of both risk pools. This includes reporting to the Board of Directors, reporting to the State of NH Department of Insurance, the US Department of Health & Human Services, and management of financial operations. NHHP revenues for 2012 were \$57.3 million

#### **1985 – Present      *New Hampshire Imaging Services, Inc.*** **Executive Manager**

New Hampshire Imaging, Inc. (NHIS) is a joint venture of 13 New Hampshire based healthcare organizations responsible for the delivery of mobile MRI services and mobile PET services. In 2012 NHIS had annual revenue of \$11.1 million and delivered over 25,000 MRI scans and over 2,500 PET/CT scans. Responsible for the initial development of the organization and responsible for the management and operation of the corporation since its inception. This includes reporting to the Board of Directors, annual reporting to the state regulatory Board, management of financial operations and oversight of daily operations.

#### **1986 – Present      *New Hampshire Lithotripsy Center, Inc.*** **Executive Manager**

New Hampshire Lithotripsy Center, Inc. (NHLC) is a joint venture of New Hampshire based hospitals that delivers lithotripsy services to 22 sites in NH and Vermont. In 2012 NHLC performed over 1,200 procedures at its participating institutional sites. Participated in the development of the organization and since its inception, responsible for the management and operation of the corporation. This includes reporting to the Board of Directors, management of financial operations and oversight of daily operations. NHLC revenue for 2012 was \$1.47 million.

**EXPERIENCE (CONTINUED):**

**1991 – 2006                  Behavioral Health Network, Inc.  
Chief Executive Officer**

The Behavioral Health Network, Inc. (BHN) was a joint venture of nine Community Mental Health Centers and four community hospitals with annual revenue of \$23.5 million in 2005. Assisted in the creation of the organization and since its inception held the titles of Executive Director, COO, and CEO. Successfully negotiated its first contract with NH BCBS in 1993, directed the development of its extensive provider network and the development of the infrastructure of the organization. Negotiated the acquisition of a large employee assistance company in 1997 and reorganized the corporate structure in 1999. Headed the team responsible for the successful sale of the organization to WellPoint, Inc. in October of 2006.

**1989 – 1991                  Rockingham Memorial Hospital  
Chief Executive Officer**

Served as the CEO of this community based hospital that had significant financial and operational problems. Successfully transitioned the organization into a merger with the neighboring hospital and converted the facility into an urgent care center and the new home for a community based behavioral health center.

**1983 – 1985                  WANG LABORATORIES                                  Lowell, MA  
Director of Planning for CIS Division**

Developed Wang's first MIS strategic plan and managed the planning process for the worldwide administration system group.

**1980 – 1983                  DEPARTMENT of HEALTH & HUMAN SERVICES                  Concord, NH  
Assistant to the Commissioner**

Reported to the Commissioner and was responsible for information technology planning, acquisition and implementation. Coordinated the legislative initiatives and relations for the Department as well as managing all relationships with the state labor union. Developed and implemented the first comprehensive management reporting system for the internal agencies.

**EDUCATION:**

Southern New Hampshire University                                  Manchester, NH  
Masters of Business Administration

Northeastern University    Boston, MA  
Bachelor of Science – Economics

**Roland P. Lamy Jr.**

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6 Rollins Road  
Bow, NH 03304  
603-491-0853

MBA, New Hampshire College 1994

B.S. Management, Bloomsburg University 1991

**CAREER SKILLS/KNOWLEDGE**

- General management
- Finance/administration
- Strategic planning
- Financial planning and analysis
- Insurance/risk management
- Training/employee development
- Contract negotiation
- Relationship management
- Marketing and Sales
- Market growth strategies
- Premium rate strategies
- Consolidation strategies
- Budgeting/accountability
- Governmental regulations
- Excellent communication skills
- Contract development

**CAREER ACHIEVEMENTS**

- Elected Chair of the Board of New Hampshire Healthy Kids Corporation. Successfully led a public private collaborative not for profit organization providing enrollment, outreach and insurance access for the State Children's Health Insurance Program (SCHIP).
- As Senior Consultant and Principal of a regional healthcare consulting business, successfully built a substantial healthcare consulting practice, providing broad skill sets to Hospitals, Physician practices and allied healthcare providers.
- As Assistant Director of Health Planning and Medicaid for the State of New Hampshire Department of Health and Human Services, assisted in closing an \$18 million deficit gap in less than 6 months.
- As Executive Director of Network Development and Management at Anthem Blue Cross and Blue Shield, achieved \$8 million savings to target for physician and hospital contracts in less than 9 months.
- Generated administrative savings in each of the years in management while improving employee efficiency and reducing turnover. Achieved a 10% reduction in administrative costs for 2001 in the Network Development and Management area.
- Developed a quality assurance program for contract administration to eliminate pricing errors in the claims adjudication process resulting in several million-dollar savings to the Company.
- Identified opportunities to outsource and secured contracts with vendors with proven track records of performing functions with better outcomes at a lower cost including pharmacy management, high cost drugs, and hospital and physician audits.
- Established and led highly effective work teams to roll out new products to the market including HMO Blue, TeamCare (Workers' Compensation), and New Hampshire Healthy Kids.

## CAREER EXPERIENCE

### Dartmouth Hitchcock Medical Center, Lebanon, NH 11/12- Present

#### Strategic Liaison

Assist and manage initiatives to enhance the mission of Dartmouth Hitchcock Health including network liaison to a Medicare Shared Savings initiative in Vermont, development of a joint venture health plan and liaison to rural hospital system(s) seeking stronger affiliation to Dartmouth Hitchcock.

### Helms & Company, Concord, NH 10/02 – Present

#### Senior Consultant and Principal

Provide consultative resource to Hospitals, Physicians, and ancillary health care providers in Vermont, Maine, and New Hampshire. Manage the New Hampshire Community Behavioral Health Association, which contains the State's ten Community Mental Health Centers, which act as the system of community mental health care in New Hampshire. Assist Physicians and Hospitals with operational and economic issues including denial management processes, physician practice evaluations and valuations, third party payer contracting, and organizational structure analysis.

Work with employer groups as a Consultant, Broker and/or Producer for a variety of employee benefits including Health, Life, Disability and Pension Plans. Provide a variety of services to Human Resource specialists of small and large employers in New Hampshire including benefit design, plan selections, review of insurer options, legislative updates and trend analysis.

### State of New Hampshire Department of Health and Human Services, NH 1/02- 10/02

#### Assistant Director, Office of Health Planning and Medicaid

Directing 100+ employees serving New Hampshire's Medicaid population and provide oversight to several consultant and vendor contracts. Responsible for approximately \$285 million spent for services to care for low income adults, women, and children in New Hampshire.

Work closely with the Commissioner's office, State Legislature, and Governor's office on budget preparation, forecasting, and deficit plan reductions. Provide testimony on behalf of Department of Health and Human Services for Senate and House subcommittee hearings.

### Helms & Company, Concord, NH 10/01-1/02

#### Healthcare Consultant

Provided consulting services to several New Hampshire Hospitals regarding managed care contracting.

Performed educational sessions to physician practices in New Hampshire seacoast area with emphasis on negotiation skill and creating leverage.

### Anthem Blue Cross and Blue Shield, Manchester, NH 8/91-10/01

#### Executive Director Network Development and Management 10/00-10/01

Directed the overall management of 60 employees responsible for administration of provider contracts including Hospital and Physician contract negotiation, provider contract administration, provider service, and network management.



Managed to a \$500 million health care budget and \$10 million administrative budget with the goal of improving member health while utilizing the consumer dollar in the most effective and efficient manner possible.

Governed the oversight of 5 large vendor contracts including pharmacy management, behavioral health, provider bill audits, high cost drugs, and consultants to develop an automated risk model settlement process.

Special Network Consultant 03/00-10/00

Maintained unique provider and payer risk model arrangement with nearly one-third of State provider network including Physicians and 12 Hospitals in the New Hampshire rural health coalition.

Worked directly with Medical Director to develop new programs aimed at improving medical outcomes and financial targets based upon analysis of utilization levels for variety of specialties.

Evaluated risk model effectiveness on quality of care outcomes, financial targets, and performed risk model settlements including the development of new medical cost targets, reinsurance levels and pricing, and consulted with Rural Health Coalition on new initiatives to improve community results.

Sales Manager of Public Business and Government Programs 6/94-3/00

Directed account management of more than 50% of Blue Cross and Blue Shield membership servicing public business clients with a staff of 25: included market plan development, direct marketing programs, rate and product consultation, forecasting, budgeting, and monitoring of results.

Profitably directed company's public business and government programs, developed and evaluated new and existing government contracts such as Medicaid, Title XXI and Medicare Risk. Provided management guidance for creation of a new product in a fast track implementation and completed two corporate merger projects.

Group Health Underwriter 8/91-6/94

Executed underwriting policies, risk evaluation and creation of group health rates for all lines of health care business while meeting corporate objectives: included creation of a capitation "calculator" utilized for provider funding for Managed Care business.

# Brian Marquis, MHA, MS

117 Tuck Drive  
Fremont, NH 03044  
bmarquis@helmsco.com  
Primary Phone: (603) 303-5006

## OBJECTIVE

To advance health through the application of my education, experience and skills functioning in a senior leadership role with a leading healthcare organization

## PROFESSIONAL EXPERIENCE

### **Helms & Company**

10/13 - Present

#### *Senior Consultant and Principal*

- Director of mid-sized orthopaedic private practice
- Practice assessments and improvement plans for private physician practices and practices of integrated delivery systems, both primary care and specialty with an expertise in establishing Patient Centered Medical Home teams.
- Data analyst for multiple behavioral health centers combining cross-entity data

### **Dartmouth-Hitchcock; Southern, NH**

02/13 - 2/14

#### *Director of Regional Operations*

- Direct management of regional support services including Quality and Process Improvement, Measurement, Materials Management, Facilities Operations, Patient Access (call centers, referrals, prior authorizations, schedule optimization, pre-registration and capacity planning)

### **Dartmouth-Hitchcock; Manchester, NH**

04/08 - 2/14

#### *Administrative Director*

- Direct management of medical and surgical specialty departments, a 24/7 hospitalists service, ancillary services and non-clinical support services of a multispecialty group practice ensuring high patient and employee satisfaction
  - Responsible for 7 managers supporting approximately 175 employees, 45 physicians and 15 non-physician providers across 13 specialties, a radiology department and ambulatory surgery center
  - Assist managers in clinical and business operations, business and strategic planning/execution and project management
  - Responsible for the creation and management of the practice's 100 million dollar budget
  - Provide expertise for the entire multispecialty practice in the areas of strategic and financial planning as well as information technology
  - Manage clinical and business collaboration/integration with community partners
-

**Dartmouth-Hitchcock; Manchester, NH**

**03/02 - 04/08**

*Financial Analyst*

- Worked with the divisional medical director and regional director of finance in the analysis and management of financial operations
- Assisted senior management by modeling strategic ideas and their impact on operations and finances to facilitate decision making
- Managed the creation of a multi-million dollar operating budget and helped guide operations towards achieving financial goals
- Lead a divisional group responsible for ensuring that clinical operations create and maintain systems that maximize revenue
- Worked on various regional and system wide initiatives including third party reimbursement, physician compensation, benchmarking, etc.

**Premier Immediate Care; Atlanta GA**

**09/00 - 02/02**

*Practice Manager*

- Developed the framework for the business operations of two start-up family, urgent care and occupational medicine clinics
- Built and maintained relationships with vendors, insurers, consultants and other healthcare providers
- Managed the finances, business operations and clinical support operations of the practice
- Responsible for the management of physician and non-physician staff including recruitment and hiring
- Kept accounting books, performed financial analysis and reported to the company president
- Facilitated the billing, coding and accounts payable functions

**Partners Community Healthcare; Needham, MA**

**11/99 - 08/00**

*Provider Services*

- Educated and supported office staff of network affiliates on full-risk managed care contracts
- Analyzed utilization data and worked with groups to implement processes to maximize efficiency
- Developed a database to facilitate communication between and among departments as well as to track services provided to affiliated groups

**Medsafe, Inc; Waltham, MA**

**06/99 - 11/99**

*Information Services*

- Provided technical support for 80 users, maintained databases and managed telecommunications

**Massachusetts Eye and Ear Infirmary; Boston, MA**

**05/98 - 09/98**

*Information Services (Internship)*

- Worked under a systems analyst and Chief Information Officer on the Year 2000 compliance project and on a project to change registration and scheduling platforms from SMS to IDX

**EDUCATION**

**Dartmouth College**

Master's Degree in Science, Health Care Leadership Concentration

**University of New Hampshire**

Master's Degree in Health Administration

Bachelor's Degree in Health Management and Policy

**BOARD WORK**

Mental Health Center of Greater Manchester; Treasurer, 2011 - Present

Tuck Woods Homeowners' Association; President, 2010 - 2013

**AFFILIATIONS**

**MGMA**

Member

**DAVID CAWLEY**  
8 Pond Place Lane  
Concord, NH  
603-225-1129-h  
603-225-6633-w  
[Dcawley7@gmail.com](mailto:Dcawley7@gmail.com)  
[dcawley@helmsco.com](mailto:dcawley@helmsco.com)

**EMPLOYMENT HISTORY:**

- **2012-Present – Health Care Consultant-Helms & Company, Concord, NH**
  - Client list and responsibilities available upon request
- **2000-2012 – Southern New Hampshire Medical Center, Nashua, NH**
  - *2004-2012 – Vice President, Administration*

Responsibilities include third party contracting; development and management of an 80,000 square foot satellite facility; establishment of an acute inpatient rehab unit with a third party; health insurance benefit negotiations; management oversight of a thirty bed behavioral health unit, a Neighborhood Health Center, a residency program and serving as one of the senior managers of the Health System.
  - *2000-2004 – Administrator, Dartmouth-Hitchcock Clinic, Nashua, NH*

Responsibilities included much of the above as well as, through a contract with Dartmouth-Hitchcock, administrative leadership for this forty five provider multi-specialty group
- **1994-2000 – Blue Cross and Blue Shield of New Hampshire**
  - *1996-2000 – Senior Vice President - Provider Contracting*

Responsibilities included the establishment of reimbursement policies, negotiation of all provider contracts; leadership for the acquisition of Matthew Thornton Health Plan; interfacing with the Executive and Legislative branches of the State of New Hampshire
  - *1994-1996 – Vice President - Network Development*

Responsible for hospital and pharmacy benefit negotiations as well as the development of the BCBS HMO product
- **1992-1994 – HealthSource, Inc., Concord, NH**
  - *Vice President*

Responsibilities included the development of a 60 physician multi-specialty group

## DAVID CAWLEY

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### EMPLOYMENT HISTORY (continued):

- **1986-1992 – Blue Cross and Blue Shield of Massachusetts**
  - *1989-1992 – Division Director*

Senior member of the team that developed the HMO Blue product with primary responsibility for hospital contracting in Northeastern MA
  - *1986-1989 – Division Executive Director*

Responsibilities included the development and operation of prepaid group practices in Methuen and Peabody MA
  
- **1978-1985 – Matthew Thornton Health Plan, Nashua NH**
  - *Project Director and Health Center Administrator*

Responsibilities included facility development and day to day operation of the multi-specialty physician group associated with this staff model HMO
  
- **1969-1978 – Public school teaching and administrative positions in New Hampshire, Massachusetts, Vermont, and New Jersey**

### EDUCATION:

- 1969 – BA – LaSalle College, Philadelphia, PA
- 1973 – M.Ed. – Temple University, Philadelphia, PA
- 1986 – CAGS – Boston University, Boston, MA

### CIVIC INVOLVEMENT:

- Served on the Board of Directors of numerous 501-c-3 organizations
- Past Board Chair of New Hampshire Public Radio, Concord Area, Trust for Community Housing, Concord Community Music School, and Pat's Peak Educational Foundation
- Substantial involvement in church and youth activities in Concord, NH
- Current involvement includes membership on the Boards of the Huntington at Nashua; New England LifeCare, and Riverbend Community Mental Health Center as well as serving as an overnight volunteer at the Concord Cold Weather Homeless Shelter

### PERSONAL:

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- Married; two grown children

## ELLEN MCCAHERN

Email: [EMcCahon@HelmsCo.com](mailto:EMcCahon@HelmsCo.com)

Cell: 603-759-5566

### Health Care Management & Operations Executive, Consultant

A creative, resourceful health care management and operations consultant with proven dynamic management and leadership skills working with payers and providers. Has demonstrated success in start-up implementations, turning around business units' performance, achieving administrative cost reductions, building team-based cultures that maximize and celebrate individuals' potential. Strengths include:

- Thinks strategically and tactically with an underlying focus on execution
- Drives to meaningful outcomes: builds solutions for efficient operations that reduce costs and improve quality
- Consulting/customer-focused approach to internal service delivery and development of external relationships
- Outstanding ability to build power teams and develop individuals
- Strong interpersonal skills: direct, honest, bridges communication divides, gets to the issue, facilitates, collaborates
- Solid grounding in six sigma methodology and organizational development
- Commercial and government-sponsored (Medicaid, Exchange) product knowledge

### EXPERIENCE & RESULTS

#### **Helms & Company, Inc.**

**2014 – Present**

#### **Senior Consultant & Principal**

Engagements include (partial list):

- **VNA Health System of Northern New England** (an affiliation of 6 non-profit agencies that deliver community-based home health & hospice care services to Central and Southern NH) - Assists CEO workgroup with strategic planning and project support. Directs 4 workgroups (Pediatrics, Infusion Therapy, Public Relations, Palliative Care & Hospice) focused on skills development (build capacity and proficiency), education and identification of opportunities to develop new practices for participating agencies.
- **Community Support Network, Inc.** (a not-for-profit organization that works in support of the 10 NH Area Agencies that provide services to individuals with developmental disabilities and acquired brain injuries and their families) - Provides direction and support for the implementation of NH's Managed Medicaid program.
- **Androscoggin Valley Hospital** (a critical access hospital) - Works with the hospital-owned, Multi-specialty practice on business process analysis and redesign with an eye to EMR optimization.
- **Foundation for Health Communities** (An organization that engages in innovative partnerships to improve health and health care in New Hampshire.) Assist NH's 13 critical access hospitals in optimizing MCO contract performance.

#### **Family Health Center of Worcester, Worcester, MA**

**2014 – 2015**

#### **Project Consultant**

Oversaw the implementation of EOHHS' **Primary Care Payment Reform Initiative** which builds on the foundation of the clinic's Patient Centered Medical Home model by integrating

behavioral health into primary care, providing care management to high risk enrollees and care coordination across settings while transforming the payment for primary care.

- *Formed and leading cross-functional work groups charged with clinical model transformation, quality measure reporting and performance, population risk management.*
- *Contract contact for state agency*

**CeltiCare Health Plan of MA (subsidiary of Centene Corp.), Brighton, MA 2009-2013**

**Chief Operating Officer, VP, Operations (promoted to COO 5/10)**

Hired (employee #2) to operationalize/implement start-up health plan together with Centene corporate team. Led key health plan functions including Operations (Member/Provider Call Center, Claims, Enrollment, Configuration, Website, Provider Data Management, IT processes and front end TPA services), Facilities, Marketing and Communications, Public Relations, Strategic Planning, Organizational Development.

- *Together with leadership team developed a \$12M, 60+ FTE, NCQA New Health Plan Accredited Managed Care Organization with over 90K unique members (participating in commercial open market and state exchange) in 3 yrs.*
- *Established blended local/centralized operations model for start-up health plan in challenging business environment. Received accolades from 2 state agencies (HHS, A&F) and 1 authority (Health Connector) for seamless implementation.*
- *Key participant in business development initiatives (NH Managed Medicaid, MA Dual Eligible Demo Project and MA Medicaid expansion, MA Exchange Products): RFP response oversight and market relationship development. Received contracts for NH Managed Medicaid, MA Medicaid expansion, MA Exchange.*
- *Proposed redesign and led development of integrated multi-media brand marketing campaign including brand redesign (recognized as Centene-wide best practice). Campaign increased market impressions by 250%.*

**Wellpoint, Manchester, NH**

2005-2009

**Strategic Planning Director, Northeast Health Care Management: 2008-2009**

Chief of Staff for VP of Health Care Management - Northeast (CT, ME, NH); ran day-to-day operations of NE HCM.

- *Led OD effort to bring 3 state entities into a regionalized Northeast organization resulting in significant administrative savings and operational efficiencies while exceeding medical cost savings goal.*
- *Developed and managed annual budget and quarterly reforecasts (\$20M; 173 FTEs).*
- *Facilitated development of strategic framework.*
- *Served as business owner for key projects (developed concepts & facilitated implementation) including physician level transparency tool and PT/OT utilization management program.*

**Director, Network Management - New Hampshire: 2006-2008**

Served as a lead negotiator for the Provider Network Management (PNM) Team. Responsible for a portfolio of hospital and physician contracts including 3 of the largest hospitals in the state (\$149M spend).

- *Developed analytic support framework for network negotiations including negotiation aids and conceptual basis for strategic positions - resulted in rationalized, intentional annual planning.*
- *Negotiated 6 hospital agreements over 6 months - came in 14.5% under budget.*
- *Produced Statewide MAB Fee Schedule for Physicians with PNM Team*
- *Represented Anthem NH at the CON Board meeting sand related subcommittees.*



**Regional Vice President, Northeast Customer Service: 2005-2006**

Led Northeast (CT, ME, NH) Customer Service (member/provider) – 7 call centers in 3 states (\$34.4M budget; 457 FTEs).

- *Built and developed regional team (3 Directors, 14 Managers)*
- *Improved service levels by 70% in 4 months*
- *Prepared and led team to successful '06 transformation: tri-state standardization and virtualization*
- *Outsourced Tier 1 Provider calls to Manila, Philippines. Decreased related costs by approximately 50%.*

**Anthem Blue Cross Blue Shield of NH, Manchester, NH**

2000-2005

**Executive Director, NH Operations and NE Process & Performance Support: 2004-2005**

Took over during a system conversion (\$12.2M budget; 213 FTEs). Completed conversion work and led recovery effort to pre-conversion service levels while re-establishing credibility with external constituents. Regionalized (across 3 states) successful local operations support model (\$9.3M budget; 74 FTEs) developed in prior position.

- *Improved overall operational effectiveness measure by 23% in first year*
- *Managed budget to within 1.6% despite significant unanticipated conversion overages*
- *Right-sized Customer Service while returning service metrics to pre-conversion levels:*
- *Implemented Enrollment & Billing stabilization and subsequent makeover: leadership, budget, culture, service levels; relationship with Sales and Brokers:*
- *Developed/directed the Northeast Process & Performance Support Team (74 FTEs). Responsible for training, metrics, in-line quality audit, business unit audit and compliance, performance coaching, process analysis and improvement*

**Director, Operations Process & Performance Support; Sr. Manager, Internal Processes & Quality (promoted to Director and expanded responsibilities): 2000-2003**

Created six sigma-based operations support unit. Brought together a quality analyst team and 4 siloed functions to create a synergistic internal services organization dedicated to partnering with Operations to drive change and produce quality outcomes.

- *Partnered with Operations to improve and stabilize operational effectiveness measure by 40%:*
- *Deployed innovative methodologies and structures (6 Sigma, Information Mapping, developed Performance Support Teams) while power building teams and individuals*
- *Served as Interim Director, NH NEMCI (5-state, regional product) Operations*

**Blue Cross Blue Shield of NH, Manchester, NH**

1997-1999

**Performance Development Specialist:**

- *Redesigned case management model, merged 2 credentialing teams, redesigned core external documents*

**Ellen Weiss Training, Windham, NH:**

1986-1996

**Instructional Design Consultant:**

- *Clients included: Fidelity Investments, Stratus Computers, Lotus, IBM, NETG-Spectrum*

**Spectrum Training Corp., Salam, NH**

1983-1985

**Project Manager; Sr. Instructional Designer:**

- *Developed state-of-the-art computer-based application training. Clients included Apple, Compaq, TI, AT&T*

**EDUCATION / CERTIFICATIONS:**

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**U Mass Lowell:** Project Management Certificate

**UNH/Whittemore School of Business and Economics:** MBA, 2007

**Bucknell University:** BA, 1981 – English; concentration in computer engineering

**Harvard Law School:** Negotiation for Senior Executives

**North Haven Group:** Green Belt Six Sigma Training

**PROFESSIONAL ASSOCIATIONS**

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**Massachusetts Association of Health Plans, Board Member – 2009-2013**

46 Amherst Drive  
Derry, NH 03038  
603-540-5252- cell  
[AngelaRN1@comcast.net](mailto:AngelaRN1@comcast.net)

## ANGELA SPANOS

OBJECTIVE	To obtain a position maximizing my management skills, promoting quality achievement and performance improvement in a healthcare setting utilizing my nursing knowledge and leadership experience in Primary Care and Specialty Care..
PROFESSIONAL ACHIEVEMENTS	<p><b><u>2015-PRESENT</u> – GREEN BELT CANDIDATE FOR PROCESS IMPROVEMENT PROJECT MANAGEMENT OF ADULT PRE-DIABETES; OPTIMIZATION OF ELECTRONIC MEDICAL RECORD FOR PREVENTATIVE AND CHRONIC CARE CONDITIONS</b></p> <p><b><u>2014-PRESENT</u> - ACHIEVED POSITIVE OPERATING MARGIN IN PRIMARY CARE; FOCUS ON CARE COORDINATION TRANSITIONS OF CARE WORKFLOWS; IMPROVE FINANCIAL PERFORMANCE ON ACO- DECREASING COST, INCREASING QUALITY TO ENHANCE VALUE BASED CARE MODEL; STRONG FOCUS ON IMPROVING QUALITY METRICS FOR ACO AND CMS PHYSICIAN GROUP PRACTICE DEMONSTRATION PROJECT; INVOLVEMENT IN SYSTEM WIDE POPULATION MANAGEMENT WORK TEAM UTILIZING TOOLS FOR POPULATION HEALTH MANAGEMENT TO MAXIMIZE PATIENT VISITS, CAPTURE ALL PREVENTATIVE AND CHRONIC CARE NEEDS USING EVIDENCE BASED GUIDELINES</b></p> <p><b><u>APRIL 2013</u>- SHARED RESPONSIBILITY FOR NCQA MEDICAL HOME CERTIFICATION- ACHIEVED LEVEL 3 RECOGNITION</b></p> <p><b><u>2013-PRESENT</u>- OPERATIONAL RESPONSIBILITIES FOR WORKFLOW TO MEET MEANINGFUL USE OBJECTIVES FOR GROUP PRACTICE</b></p> <p><b><u>2012- PRESENT</u>- ACTIVELY WORKING ON STRATEGIES TO DEVELOP PROCESSES AND WORKFLOWS IN PRIMARY CARE FOR ACO (ACCOUNTABLE CARE ORGANIZATION) FOR THE DELIVERY OF HIGH QUALITY COST-EFFECTIVE CARE</b></p> <p><b><u>2011</u>- ELECTRONIC MEDICAL RECORD (EPIC)- PARTICIPATED IN DEVELOPING WORKFLOW CHANGES TO ADAPT TO NEW EMR: SUPPORT TO STAFF AND PROVIDERS; EDUCATION SURROUNDING UPGRADES AND CHANGES TO SYSTEM; WORKFLOW ACCOMMODATIONS TO HELP INCREASE PROVIDER EFFICIENCY AND PRODUCTIVITY</b></p> <p><b><u>2007-2008</u>- LEADER OF MEDICAL HOME IMPLEMENTATION IN PRIMARY CARE INVOLVING 100 PROVIDERS AND SUPPORT STAFF</b></p>
SKILLS	Major strengths include: Strong leadership, focus on quality and service excellence, effective communication skills, team-focused, goal oriented, self-motivated, attention to detail, strong nursing knowledge, as well as interviewing, hiring, terminating. Passion for the medical home model of care and adjusting operational workflows to provide high quality, low cost healthcare.
WORK HISTORY	<p><b>CONSULTANT, HELMS AND COMPANY, CONCORD NH</b> July 2015-PRESENT</p> <ul style="list-style-type: none"><li>• Practice management and clinical oversight of surgical specialties</li><li>• Patient Centered Medical Home development of primary care practice</li><li>• Assessments of practices outlining improvement plan</li><li>• Provide consultative services to primary care and specialty care practices</li></ul>

**PRACTICE MANAGER, DARTMOUTH HITCHCOCK CLINIC, MANCHESTER NH**

April 2012-July 2015

- Manage 3 Primary Care departments: Internal Medicine, Family Practice and Internal Medicine-Pediatrics, includes oversight of 90 staff including on-boarding physicians, associate providers, nurses, medical assistants, and secretaries
- Establish budget and variance reporting through EPSi budget manager
- Actively involved in Accountable Care Organization and CMS quality Initiatives
- Strong focus on quality and service excellence; Process improvement projects
- Medical home implementation in primary care

**CLINICAL SECTION SUPERVISOR, DARTMOUTH-HITCHCOCK CLINIC, MANCHESTER NH**

September 2006-April 2012

- Supervise 22 nurses in Primary Care including daily operations, staffing, performance evaluations, hiring and terminating employees and corrective actions
- Member of the *Standards of Performance Achieving Excellence* committee, 2006
- Establish protocols and standardization among departments and actively involved in generating a primary care team model
- Budget review and monthly variance reports

**CLINICAL SUPERVISOR, SOUTHERN NH INTERNAL MEDICINE, DERRY NH**

November 2004-September 2006

**OFFICE NURSE, DERRY MEDICAL CENTER, DERRY NH**

November 1992- January 2005

**TRIAGE NURSE- DARTMOUTH-HITCHCOCK CLINIC, MANCHESTER NH**

August 1997-September 2006

**TRIAGE NURSE- PER DIEM, DARTMOUTH-HITCHCOCK CLINIC, MANCHESTER NH**

June 1995-August 1996

**EDUCATION****ASSOCIATE DEGREE IN NURSING, RIVIER COLLEGE-ST. JOSEPH SCHOOL OF NURSING, NASHUA**

September 1989-May 1991

Active State of NH Board of Nursing license #036252-21

**YELLOW BELT CERTIFICATION IN PERFORMANCE IMPROVEMENT THROUGH THE DARTMOUTH-HITCHCOCK VALUE INSTITUTE**

June 19, 2012

**GREEN BELT CERTIFICATION IN PERFORMANCE IMPROVEMENT THROUGH THE DARTMOUTH-HITCHCOCK VALUE INSTITUTE-**

In process through June 2015.

## *Attachment 2*

### **Client References**

Dartmouth-Hitchcock Clinic  
Steve LeBlanc, Sr. Vice President  
One Medical Center Drive  
Lebanon, NH 03756  
603/650-8057

New London Hospital  
Bruce King, President and CEO  
273 County Road  
New London, NH 03257  
603/526-5241

ElevateHealth JV  
Partnership of Harvard Pilgrim, Dartmouth-Hitchcock, and Elliot Health System  
Corbin Petro, President  
93 Worcester Street, Suite 100  
Wellesley, MA 02481

Essex Orthopaedics  
Thomas Hoerner, MD  
16 Pelham Road  
Route 97, Suite 1  
Salem, NH 03079  
603-898-2244

Portsmouth Internal Medicine  
Ira Schwartz, MD, FACP  
330 Borthwick Avenue, Suite 205  
Portsmouth, NH 03801  
603-436-6115

Wentworth Douglass Hospital  
Health Partners PHO  
Peter Smith  
Managed Care Contracting Manager  
789 Central Avenue  
Dover, NH 03820  
Phone: 603-740-2408

**STATE OF NEW HAMPSHIRE**

**REQUEST FOR PROPOSALS**

**2018- HEALTHCOST PROVIDER FILE III**

**INTRODUCTION**

The New Hampshire Insurance Department (NHID) is requesting proposals for a contractor to assist the NHID with developing and maintaining a master list of providers for its New Hampshire HealthCost database that will include accurate provider names and clinician association/affiliation with delivery systems or provider group practices as well as the methodology for creating the list. This contract will continue through June 30, 2020.

**GENERAL INFORMATION/INSTRUCTIONS.**

The Contractor will assist the NHID with proper affiliation and description of health care providers on the NH HealthCost website so that consumers can easily understand what providers the rates are associated with in a consumer friendly manner. Accurate names of the health care provider entities are required for the following specialty areas: obstetrics, dermatology, internal medicine, pediatrics, laboratories, ambulance, pharmacy, behavioral health and urgent care.

The Contractor shall update and maintain a master provider file used in support of the NH Healthcost website. The rates used on the website are updated on a quarterly basis. When the programs are run to calculate the rates for the website, new providers are often identified and need to be incorporated into the master provider file. Incorporating the new providers may require the vendor to identify the ownership or employment relationships and contractual affiliations among:

- hospitals,
- surgical care centers,
- laboratories,
- independent physicians,
- physician group practices and clinics,
- clinicians (physicians, nurse practitioners, physician assistants) who practice at each hospital, center, clinic and group practice, and
- clinicians that are itinerant or serving as locum tenens.

The purpose of this research and documentation is to accurately assign health care cost information to the appropriate entity. The Contractor shall not be responsible for researching and documenting provider relationships that do not affect the display of cost information on the website.

The data source for the rates posted on HealthCost and the providers associated with the rates is the New Hampshire Comprehensive Health Information System (NHCHIS <https://nhchis.com/NH>). The database includes information on provider specialty, services provided, and various provider identifiers, including taxID, provider name, servicing and billing provider identifiers, and NPI. Currently, NPI is the primary method used to identify providers shown on HealthCost. Within

the NHCHIS, provider identifiers are often inconsistent or missing, and no single provider identifier can be relied upon.

The contractor must review the existing master list (Excel file) and provide the necessary changes/revisions and updates on a periodic basis. If needed, the Contractor shall contact providers directly to make a final determination of affiliation/association. The current master file can be obtained by emailing [Maureen.Mustard@ins.nh.gov](mailto:Maureen.Mustard@ins.nh.gov).

When information is available, the Contractor shall provide information regarding certain clinical delivery issues and configuration considerations, as well as implications of certain billing practices that could influence claims data interpretation in the development of future specific service costs.

The specific deliverables for the Contractor include:

1. Quarterly updates to the master listing of providers for the HealthCost database that include accurate provider names and clinician association/affiliation with delivery systems or provider group practices
  - a. Identification of new providers to include in the NH Healthcost master provider table after reviewing the provider output (excel file) from the SAS programs that calculate the cost estimates.
  - b. Identification of the ownership relationships and contractual affiliations among hospitals, surgical care centers, laboratories, independent clinicians, clinician group practices, clinics and ambulance providers; the clinicians who practice at each hospital, clinic and group practice;
  - c. Identification of the clinicians (physician, nurse practitioner, physician assistant, behavioral health therapist) who practice at each hospital, clinic and group practice and those clinicians that are 'itinerant' or serving as locum tenens physicians and how should they be treated;
  - d. Identification of appropriate office or group names and contact information including address, phone numbers and websites of the identified clinicians/groups.
2. Documentation of the methodology used to determine the providers for inclusion on the website, including identification of centers of excellence.
3. Documentation of the methodology used to define the affiliation and grouping types that reflect the NH market; a method to link providers to their various provider affiliations and groups; and a method for ongoing periodic review of providers, provider affiliations and related information.
4. Documentation of clinical delivery issues, configuration of local health care delivery systems, physician-hospital relationships, billing practices, and other non-standard practices that NHID would need to take into account in order to accurately analyze claims data and interpret results.
5. Recommendations of appropriate clinician/facility distinctions (for example: Imaging Centers and Radiology Providers).

As necessary, the vendor will directly contact community hospitals, mental health centers, provider managers or providers to determine or confirm clinician affiliations and associations.

All of the tasks specified above should be included in any proposal submitted to the NHID. The work under this project may need to be coordinated with other entities, including contractors involved in SAS programming and web development.

The cost proposal must include a not-to-exceed limit through contract termination. The cost proposal for the maintenance work is not to exceed \$20,000 a year. Due to the nature of the NHCHIS database and working with provider files, the NHID does not expect the Contractor to be able to predetermine precise estimates of the total time necessary to accomplish the required tasks. The not-to-exceed limit should serve as a limit for overall NHID financial exposure and also as a limit on Contractor resources dedicated to this project.

Electronic proposals will be received until 4 pm local time on March 19, 2018, at the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire, 03301. Emails should be sent to [alain.couture@ins.nh.gov](mailto:alain.couture@ins.nh.gov) and include in the subject line: "RFP for HealthCost Provider File III"

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

## **EVALUATION OF PROPOSALS**

Evaluation of the submitted proposals will be accomplished as follows:

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

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

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

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

(1) Specific skills needed:

- a) Knowledge of the New Hampshire health care market and delivery system
- b) Experience and expertise working with New Hampshire community and clinical providers
- c) Familiarity with New Hampshire provider affiliations and groupings
- d) ~~Experience~~ Experience with health care clinical delivery issues, billing practices, and claims data.

The proposal must include references for recent engagements that demonstrate the



contractor's ability to complete this project, including contact information and specific persons to contact.

30 percent

- (2) General qualifications and related experience of the contractor. Knowledge of New Hampshire health care delivery system, providers, procedures and billing and payment practices. The proposal must include a summary of experience of key personnel including current resumes for all personnel that will be assigned to this project.

20 percent

- (3) Derivation of cost for the Contractor time. The proposal should include the hourly or daily rate for the Contractor, and the timeline for the work. The work under this project may need to be coordinated with other entities, including contractors involved in SAS programming and web development. The cost proposal for the timeframe is not to exceed \$20,000 a year. The proposal must include a not-to-exceed limit 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. Due to the nature of the NHCHIS database and working with provider files, the NHID does not expect the Contractor to be able to predetermine precise estimates of the total time necessary to accomplish the required tasks. The not-to-exceed limit should serve as a limit for overall NHID financial exposure, but also as a limit on Contractor resources dedicated to this project.

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

30 percent

- (4) Plan of Work. Include a description of the deliverables, timeline, and process for working with the NHID (and/or a vendor of the NHID). The plan of work should include milestones and interim deliverables so that the NHID can use the updated files no less frequently than quarterly.

20 percent

- (C.) Conflict of Interest. The applicant shall disclose any actual or potential conflicts of interest.

- (D.) Other Information. The proposal must include a listing of references of recent engagements of the Contractor that reflect the skills appropriate for work on this project, including telephone numbers and specific persons to contact

Potential contractors may be interviewed by staff of the NHID.

The New Hampshire Insurance Department will accept written questions related to

this RFP from prospective bidders with the deadline being February 21, 2018. Questions should be directed to Al Couture via email at [Alain.Couture@ins.nh.gov](mailto:Alain.Couture@ins.nh.gov). Please include "RFP for HealthCost Provider File."

A consolidated written response to all questions will be posted on the New Hampshire Insurance Department's website [www.nh.gov/insurance](http://www.nh.gov/insurance), by February 23, 2018.

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

The selection of the winning proposal is anticipated by March 23, 2018, and the NHID will seek to obtain all state approvals in May 2018. Please be aware that the winning bidder will need to provide all signed paperwork to the NHID by April 13, 2018 in order for deadlines to be met.

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

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

**Helms & Company, Inc.**  
**2018 – RFP Healthcost Provider FileIII**

**Exhibit B**

**Contract Price, Price Limitations and Payment**

The services will be billed at the rates set forth in the Contractors Proposal, dated March 9th, 2018, not to exceed the total contract price of \$ 40,000.00. 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.

**Agreement with Helms & Company, Inc**

**2018-RFP  
Healthcost Provider File III**

**Exhibit C-1**


**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.

Brian Marquis  
Printed Name of Contractor

4/11/18  
Date

  
Contractor Signature

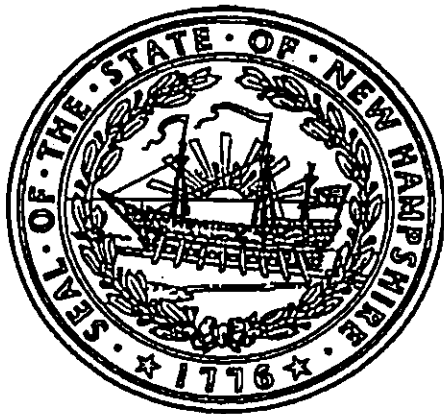
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HELMS AND COMPANY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 23, 1985. 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: 83505

Certificate Number: 0004079939



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of April A.D. 2018.

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation with Seal)

I, J. Michael Degnan, President of the  
(Corporation Representative Name) (Corporation Representative Title)  
Helms & Company, Inc., do hereby certify that:  
(Corporation Name)

(1) I am the duly elected and acting President of the  
(Corporation Representative Title)  
Helms & Company, Inc., a C Corporation, Corporation (the Corporation)  
(Corporation Name) (State of Corporation)

(2) I maintain and have custody of and am familiar with the Seal and minute books of the Corporation;  
(3) I am duly authorized to issue certificates;  
(4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the

17 day of April, 2018, which meeting was duly held in accordance with  
State of New Hampshire, law and the by-laws of the Corporation:  
(State of Corporation)

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire Insurance Department, providing for the performance by the Corporation of certain consulting services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

**RESOLVED:** That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

The forgoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof, and the following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below

<u>J. Michael Degnan</u>	President Name
<u>Kevin C. Stone</u>	Vice President Name
<u>Roland P. Lamy, Jr.</u>	Treasurer Name

IN WITNESS WHEREOF, I have hereunto set my hand as the President  
(Title)

of the Corporation and have affixed its corporate seal this 17 day of April, 2018

J. Michael Degnan

(Seal)

STATE OF New Hampshire

COUNTY OF Merrimack

On this the 17<sup>th</sup> day of April, 2018 before me, Erin Meagher  
the undersigned officer, personally appeared, J. Michael Degnan who acknowledged her/himself  
to be the  
President, of Helms & Company, Inc., a corporation, and that she/he, as  
(Title) (Name of Corporation)

such President being authorized to do so, executed the foregoing instrument for the purposes  
(Title)

therein contained, by signing the name of the corporation by her/himself as

President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Erin K. Meagher  
Notary Public/Justice of the Peace

My Commission expires: \_\_\_\_\_

ERIN K. MEAGHER  
Notary Public, State of New Hampshire  
My Commission Expires May 18, 2021



HELM&CO-01

MSNELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Davis & Towle Morrill & Everett, Inc. CONTACT NAME: Mary Ellen Snell, CIC. INSURER(S): The Hanover Insurance Companies. NAIC #: 22292.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADD'L SUBR INSR, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) PROFESSIONAL LIABILITY Carrier: Allied World Assurance Company

CERTIFICATE HOLDER CANCELLATION

Form for Certificate Holder and Cancellation. Certificate Holder: NH Insurance Department. Cancellation: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Mary Ellen Snell



07 (Policy Provisions: WC 00 00 00 C)

15

DL INFORMATION PAGE

WEG WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: TWIN CITY FIRE INSURANCE COMPANY

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number:

14974

Company Code: 7



03162

\*1500276DL15070101

Suffix	
LARS	RENEWAL
	06

POLICY NUMBER: 76 WEG DL1507  
 Previous Policy Number: 76 WEG DL1507

HOUSING CODE: 76

1. Named Insured and Mailing Address: HELMS AND COMPANY, INC  
 (No., Street, Town, State, Zip Code)

FEIN Number: 020388529  
 1 PILLSBURY STREET  
 CONCORD, NH 03301

State Identification Number(s):  
 UIN:

The Named Insured is: CORPORATION  
 Business of Named Insured: CONSULTANT-NOC  
 Other workplaces not shown above: 1 PILLSBURY STREET  
 CONCORD NH 03301

2. Policy Period: From 10/03/17 To 10/03/18  
 12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: PAYCHEX INSURANCE AGENCY INC

PO BOX 33015  
 SAN ANTONIO, TX 78265  
 Producer's Code: 210705

Issuing Office: THE HARTFORD  
 3600 WISEMAN BLVD.  
 SAN ANTONIO TX 78251  
 (877) 287-1312

Total Estimated Annual Premium: \$5,127  
 Deposit Premium:  
 Policy Minimum Premium: \$373 NH (INCLUDES INCREASED LIMIT MIN. PREM.)

Audit Period: ANNUAL  
 Installment Term:  
 The policy is not binding unless countersigned by our authorized representative.

Countersigned by *Susan L. Castaneda* 07/16/17  
 Authorized Representative Date

3. A. **Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: NH

B. **Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident	\$500,000	each accident
Bodily injury by Disease	\$500,000	policy limit
Bodily injury by Disease	\$500,000	each employee

C. **Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, US TERRITORIES, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

WC 00 04 21D WC 00 04 22B WC 00 04 24 WC 99 03 00B WC 99 03 59B  
 WC 00 04 14 WC 00 04 19 WC 28 04 02A WC 28 06 01 WC 28 06 04

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8742 SALESPERSONS OR COLLECTORS - OUTSIDE	1,040,500	.43	4,474
8810 CLERICAL OFFICE EMPLOYEES NOC	217,000	.24	521
INCREASED LIMITS PART TWO (9807)	.80 PERCENT		40
TO EQUAL INCREASED LIMITS MINIMUM PREMIUM (9848)			35
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION			5,070
NH - INTRA EXPERIENCE MODIFICATION 280236845			.930
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION			4,715
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			4,715
EXPENSE CONSTANT (0900)			160
TERRORISM (9740)	1,257,500	.010	126
CATASTROPHE (9741)	1,257,500	.010	126
TOTAL ESTIMATED ANNUAL PREMIUM			5,127

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Total Estimated Annual Premium:	\$5,127
Deposit Premium:	
Policy Minimum Premium:	\$373 NH (INCLUDES INCREASED LIMIT MIN. PREM.)

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Interstate/Intrastate Identification Number: / 280236845

Labor Contractors Policy Number:

NAICS:  
 SIC: 8748  
 UIN:  
 NO. OF EMP: 12

# Westchester

A Chubb Company

## ACE EXPRESS Private Company Management Indemnity Package

Westchester Fire Insurance Company

Declarations

This Policy is issued by the stock insurance company listed above ("Insurer").

THE EMPLOYMENT PRACTICES, DIRECTORS & OFFICERS AND COMPANY, AND FIDUCIARY COVERAGE SECTIONS OF THIS POLICY, WHICHEVER ARE APPLICABLE, COVER ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR, IF ELECTED, THE EXTENDED PERIOD AND REPORTED TO THE INSURER PURSUANT TO THE TERMS OF THE RELEVANT COVERAGE SECTION. THE CRIME COVERAGE SECTION, IF APPLICABLE, APPLIES ONLY TO LOSS DISCOVERED DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED LOSS SHALL BE REDUCED BY AMOUNTS INCURRED FOR COSTS, CHARGES AND EXPENSES UNLESS OTHERWISE PROVIDED HEREIN. AMOUNTS INCURRED FOR COSTS, CHARGES AND EXPENSES AND LOSS SHALL ALSO BE APPLIED AGAINST THE RETENTION AND DEDUCTIBLE AMOUNTS.

TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO THE APPROPRIATE DEFINITIONS SECTIONS OF THIS POLICY.

Policy Number: G28155748 002

Renewal of: G28155748 001

- Item A. Parent Company: Helms & Company Inc  
Principal Address: 1 Pillsbury Street Ste 200,  
Concord, NH 03301
- Item B. Policy Period: From 08/29/2017 to 08/29/2018  
12:01 a.m. local time at the Principal Address shown in Item A.
- Item C. Coverage Section(s):

### EMPLOYMENT PRACTICES

1. Limit of Liability
  - a. \$1,000,000 aggregate for all Loss, subject to 1b and 1c immediately below,
  - b. \$1,000,000 additional aggregate for all Costs, Charges and Expenses, subject to 1c immediately below,
  - c. \$2,000,000 maximum aggregate for this Coverage Section.
2. Retention: \$15,000 each Employment Practices Claim  
\$15,000 each Third Party Claim
3. Continuity Date: 08/31/2005
4. Third Party Coverage  Yes  No

### DIRECTORS & OFFICERS AND COMPANY

1. Limit of Liability
  - a. \$1,000,000 aggregate for all Loss, subject to 1b and 1c immediately below,
  - b. \$1,000,000 additional aggregate for all Loss under Insuring Clause A1, subject to 1c

immediately below,  
 c. \$2,000,000 maximum aggregate for this Coverage Section.

- 2. Retention: \$0 each Claim under Insuring Clause 1  
 \$10,000 each Claim under Insuring Clause 2  
 \$10,000 each Claim under Insuring Clause 3
- 3. Continuity Date: 08/31/2005

**FIDUCIARY**

- 1. Limit of Liability \$1,000,000 maximum aggregate for this Coverage Section
- 2. Retention: \$0 each Claim
- 3. Continuity Date: 08/21/2005

**CRIME**

Insurance Agreements	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
1a. Employee Theft	N/A	N/A
b. Employee Benefit Plan	N/A	N/A
c. Client Property	N/A	N/A
2. Forgery Or Alteration	N/A	N/A
3. Inside The Premises Theft Of Money And Securities	N/A	N/A
4. Inside The Premises – Robbery Or Safe Burglary Of Other Property	N/A	N/A
5. Outside The Premises	N/A	N/A
6. Computer Fraud	N/A	N/A
7. Funds Transfer Fraud	N/A	N/A
8. Money Orders And Counterfeit Money	N/A	N/A

Coverage is provided only if an amount is shown opposite an Insuring Agreement. If the amount is left blank or "Not Covered" is inserted, such Insuring Agreement and any other reference thereto in this Policy is deleted.

Item D. Premium: \$5,101

Taxes & Surcharges Amount: \$0.00  
 Total Amount Due: \$5,101

Item E. Discovery Period

- 1. One (1) year 100% of the premium
- 2. Two (2) years 125% of the premium
- 3. Three (3) years 150% of the premium

As provided in subsection H of the General Terms and Conditions, only one of the above Discovery Period options may be elected and purchased.

Item F. Run-Off Period

- 1. One (1) year 110% of the premium
- 2. Two (2) years 112% of the premium
- 3. Three (3) years 115% of the premium

- |                   |                            |
|-------------------|----------------------------|
| 4. Four (4) years | <u>120%</u> of the premium |
| 5. Five (5) years | <u>122%</u> of the premium |
| 6. Six (6) years  | <u>125%</u> of the premium |

As provided in subsection I of the General Terms and Conditions, only one of the above Run-Off Period options may be elected and purchased.

**Item G**

Notice under this Policy shall be given to:

**A. Notice of Claim, Loss or Wrongful Act:**

Professional Liability Claims  
 PO Box 5119  
 Scranton, PA 18505-0549  
 First Notices Fax:  
 215.640.5040 or 1.877.746.4671  
 General Correspondence Fax:  
 1.866.635.5688  
 First Notices Email:  
[ChubbClaimsFirstNotice@Chubb.com](mailto:ChubbClaimsFirstNotice@Chubb.com)

**B. All other notices:**

Financial Lines Division  
 Westchester Specialty Group  
 11575 Great Oaks Way, Suite 200  
 Alpharetta, GA 30022

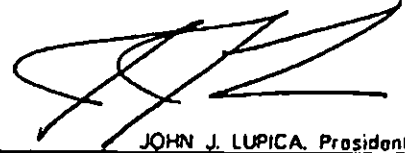
**Item H.**

Forms attached at Policy issuance:

- CC-1K11h (03/14) - Signatures
- PF-15191 (12-08) - ACE EXPRESS Private Company Management Indemnity Package - General Terms and Conditions
- PF-15192 (12-08) - ACE EXPRESS Private Company Management Indemnity Package - Employment Practices Coverage Section
- PF-15193 (12-08) - ACE EXPRESS Private Company Management Indemnity Package - Directors and Officers Coverage Section
- PF-15194 (12-08) - ACE EXPRESS Private Company Management Indemnity Policy - Fiduciary Coverage Section
- PF-15320 (08-04) - Medical Malpractice Exclusion
- PF-15324 (08-04) - Professional Services Exclusion-Securities Holder Exception
- PF-17457 (03-10) - Amendatory Endorsement - New Hampshire
- PF-25524a (02/13) - EPL Coverage Section Amended to Include Wage and Hour Claims Costs, Charges and Expenses Coverage Only Sublimit For Multiple Plaintiff Claims
- PF-28249 (05/10) - Private Company Express Amendatory Endorsement
- PF-28396 (03/11) - Immigration Claims Endorsement
- PF-30323 (08/10) - Unauthorized Access of Employee Information - EPL
- PF-35186 (02/12) - Delete Conduct Exclusion - EPL
- PF-46422 (07/15) - Trade or Economic Sanctions Endorsement
- Alt-20887a (03/16) - Chubb Producer Compensation Practices & Policies
- EPLA-P (11/15) - EPL Assist
- ILP 001 01 04 - U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders
- PF-45354 (01/15) - Cap on Losses from Certified Acts of Terrorism
- TR-45231 (01/15) - Policyholder Disclosure Notice of Terrorism Insurance Coverage

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President and Secretary, and countersigned by a duly authorized representative of the Insurer.

DATE: 08/29/2017



JOHN J. LUPICA, President  
Authorized Representative



**DECLARATIONS**

**HISCOX INSURANCE COMPANY INC. (A Stock Company)**

104 South Michigan Avenue, Suite 600, Chicago, IL 60603  
(646) 452-2353

**Policy Number: UC21803411.17**

Broker No.: **US 0000749**  
 Policy No.: **UC21803411.17**  
 Renewal of: **UC21803411.16**

Broker Name: **The Keating Group Insurance Services (UKG)**  
 Broker Address: **144 Tumpike Rd  
 Southborough, Massachusetts 01772-2121**

**Commercial Crime Insurance Policy**

**Named Insured:** Helms & Company Inc.  
**Mailing Address:** 1 Pillsbury St Ste 200  
 Concord, New Hampshire 03301-3556  
  
**Policy Period:** 08/29/2017 to 08/29/2018  
 12:01 A.M. at Your mailing address shown above

<b>Insuring Agreements</b>	<b>Limit of Insurance (Per Occurrence)</b>	<b>Deductible Amount (Per Occurrence)</b>
<b>Coverage A: Fidelity</b>		
(1) Employee Theft	\$ 1,000,000	\$ 5,000
(2) ERISA (Limit Applies Per Plan)	Not Covered	N/A
(3) Clients' Property	\$ 1,000,000	\$ 5,000
(4) Vendor Theft	Not Covered	N/A
<b>Coverage B: Forgery or Alteration</b>		
(1) Checks	\$ 1,000,000	\$ 5,000
(2) Credit, Debit or Charge Cards	\$ 1,000,000	\$ 5,000
(3) Personal Accounts	Not Covered	N/A
<b>Coverage C: Inside and Outside the Premises</b>		
(1) Inside the Premises	\$ 1,000,000	\$ 5,000
(2) Outside the Premises	\$ 1,000,000	\$ 5,000
<b>Coverage D: Computer and Funds Transfer Fraud</b>		
(1) Computer Fraud	\$ 1,000,000	\$ 5,000
(2) Funds Transfer Fraud	\$ 1,000,000	\$ 5,000
<b>Coverage E: Money Orders and Counterfeit Money</b>	\$ 1,000,000	\$ 5,000
<b>Coverage F: Telephone Toll Fraud</b>	Not Covered	N/A
<b>Coverage G: Identity Fraud Expense</b>	Not Covered	N/A
<b>Coverage H: Virus and Licensing Violations</b>		
(1) Virus Restoration	Not Covered	N/A
(2) Licensing Violation Fines and Penalties	Not Covered	N/A
<b>Coverage I: Expense</b>	\$ 100,000	N/A

Coverage is provided only if an amount is shown opposite an Insuring Agreement. If the amount is left blank or "Not Covered" is inserted, such Insuring Agreement and any other reference thereto in this policy is deleted.



## DECLARATIONS

HISCOX INSURANCE COMPANY INC. (A Stock Company)

104 South Michigan Avenue, Suite 600, Chicago, IL 60603  
(646) 452-2353

**Policy Number: UC21803411.17**

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**Endorsements Forming Part Of This Policy When Issued:**

- (1) E9647.1. Subsidiary Definition Amended
- (2) E9727.1. New Hampshire Amendatory Endorsement
- (3) E9654.1. Cyber Deception Endorsement
- (4) E9624.2. Persons or Classes of Persons Excluded

**Cancellation Of Prior Insurance Issued By Us:**

By acceptance of this Policy you give us notice cancelling prior policy Nos.  
N/A ; the cancellation to be effective at the time this Policy becomes effective.

**Total Premium:** \$ 1,824.00

**Notice of Claim to:** Hiscox  
Attn: Crime & Fidelity Claims Dept.  
620 Madison Avenue, 32nd Floor New York, NY 10022  
Email - [d&oclaims@hiscox.com](mailto:d&oclaims@hiscox.com)  
Fax - 212-922-9652

CRI D001 CW (06/10)





DECLARATIONS

HISCOX INSURANCE COMPANY INC. (A Stock Company)

104 South Michigan Avenue, Suite 600, Chicago, IL 60603  
(646) 452-2353

Policy Number: UC21803411.17

IN WITNESS WHEREOF, the Insurer indicated above has caused this Policy to be signed by its President and Secretary, but this Policy shall not be effective unless also signed by our duly authorized representative.

*Bigini Wat*

President

*Michael L. Guel*

Secretary

*Carl Bus*

Authorized Representative

07/31/2017

Date

## STANDARD EXHIBIT I

The Contractor identified as 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  
4/16/18  
Date

Helms and Company  
Name of the Contractor  
[Signature]  
Signature of Authorized Representative  
Brian Marquis  
Name of Authorized Representative  
Principal  
Title of Authorized Representative  
4/11/18  
Date