

AR 32



**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

January 9, 2017

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

**REQUESTED ACTION**

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract with Compass Health Analytics, Inc. (Vendor # 162376) of Portland, ME in the amount of \$92,275, to provide consulting services effective upon Governor and Council approval through September 30, 2017. 100% Federal Funds.

Funding is available in account titled Health Insurance Premium Review Cycle III Grant as follows, for Fiscal Years 2017 and anticipated to be available in Fiscal Year 2018 contingent upon the availability and 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:

<u>Health Insurance Premium Review Cycle III</u>	<u>FY2017</u>	<u>FY2018</u>
02-24-24-240010-88870000-046-500464 Consultants	\$62,275	\$30,000

**EXPLANATION**

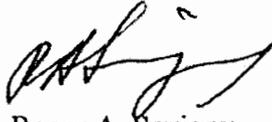
The New Hampshire Insurance Department has received a federal grant to improve the health insurance premium rate review process and transparency related to health insurance premiums and medical care costs in New Hampshire. Under the grant, the Insurance Department will improve the health insurance rate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

The consultant's primary responsibility will be to assist the Department in improving the utility of the New Hampshire all Payer Claims Database by providing recommendations for a design of a de-identified public use data set that meets the Expert Determination standard available under the Health Insurance Portability and Accountability Act (HIPAA) privacy rule.

The Request for Proposal was posted on the Department's website November 18, 2016 and sent to past bidders for Department contract work and companies doing work in this field. Two bids were received. The bids were evaluated by NHID staff familiar with the project goals using a scoring system included in the RFP. After reviewing the bid response, the Commissioner selected the Compass Health Analytics, 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,



Roger A. Sevigny

**RRG-317 PROPOSALS EVALUATIONS**

Evaluation Committee members: Tyler Brannen, Alain Couture, Maureen Mustard, Martha McLeod, Andrew Chalsma, Mary Fields

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

On January 5, 2017 the Evaluation Committee members met, and as a group assigned points to each bid per the "Specific comparative scoring process" described in each RFP.

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

RFP/VENDOR	CONTRACTOR Specific Skills Needed (30% or points)	CONTRACTOR Qualifications & Related Experience (20% or points)	PLAN OF WORK (25% or points)	Bid Price	COST (25% of points)	TOTAL SCORE (100% or Points)	Score without \$\$\$	NOTES
<b>RFP 2016-RRG-317 CHIS Public Use Redesign Using Expert Determination</b>								
Compass Health Analytics	24.00%	18.00%	20.00%	\$92,275	25.00%	87.00%	62.00%	
NORC 75 at the University of Chicago	24.00%	15.00%	21.00%	\$119,435	19.31%	79.31%	60.00%	

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

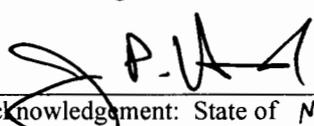
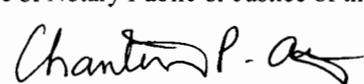
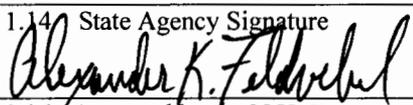
**AGREEMENT**

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

**GENERAL PROVISIONS**

RECEIVED BY  
NH INSURANCE DEPT.  
JAN 11 2017

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 S. Fruit Street, Suite 14, Concord, NH 03301	
1.3 Contractor Name Compass Health Analytics, Inc		1.4 Contractor Address 254 Commercial Street, 2 <sup>nd</sup> Floor, Portland, ME 04101	
1.5 Contractor Phone Number 207-541-4900	1.6 Account Number 02-24-24-240010-88870000-046-500464	1.7 Completion Date September 30, 2017	1.8 Price Limitation \$92,275
1.9 Contracting Officer for State Agency Alexander Feldvebel, Deputy Commissioner		1.10 State Agency Telephone Number 603-271-2261	
1.11 Contractor Signature  		1.12 Name and Title of Contractor Signatory James P. Highland, PhD President, Compass Health Analytics, Inc.	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Cumberland</u>  On <u>January 10, 2017</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 <del>or Justice of the Peace</del>  [Seal] 			
1.13.2 Name and Title of Notary <del>or Justice of the Peace</del> <u>Chanterelle P. Atkins</u> Notary Public, State of Maine My Commission Expires on <u>January 30, 2019</u>			
1.14 State Agency Signature  		1.15 Name and Title of State Agency Signatory Date: <u>1/12/17</u> <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:  On: <u>1/17/17</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.

# **Compass Health Analytics, Inc.**

## **2016 RRG 317**

### **Comprehensive Health Care Information System (CHIS) Public Use Data Set**

#### **Exhibit A**

##### **Scope of Services**

Provide recommendations for a design of de-identified public use data sets that meet the expert determination standard available under the Health Insurance Portability and Accountability Act (HIPAA) privacy rule:

1. Meet with staff NH Insurance Department (NHID) and the NH Department of Health and Human Services (DHHS) staff to discuss the work plan, initial thoughts on the design of the public use file, an overview of the policy considerations and state requirements;
2. Deliver and present a final work plan to the NH Insurance Department (NHID) and the NH Department of Health and Human Services (DHHS) for approval
3. Analyze three years of claims data from the CHIS for the relative merits, balancing privacy and value, of different forms of release, and combinations thereof detail records. The analysis will not only consider the release of static data sets, but also the possibility of an online portal that would have unrestricted access to the data available through the portal.
4. Present the analysis and recommendations at an in person meeting in Concord, NH by April 30, 2017.
5. Finalize the design and document it in a written Expert Determination report to be submitted by May 31, 2017.
6. Produce and deliver an in-person presentation to external stakeholders.
7. The contractor shall be available to answer further questions that may arise as the new design is implemented by DHHS and its CHIS vendor and make any modifications to the design as needed.
8. The contractor shall performed all other tasks as described in the 2016 RRG317- Comprehensive Health Care Information System Public Use Date Set (attached) and the Bid response (attached) which are incorporated by this reference.



December 19, 2016

Mr. Alain Couture  
New Hampshire Insurance Department  
21 South Fruit Street, Suite 14  
Concord, NH 03301

Via E-mail: [alain.couture@ins.nh.gov](mailto:alain.couture@ins.nh.gov)

Dear Al:

Attached is our response to the Department's Request for Proposal 2016 – RRG317 seeking "a contractor to provide recommendations for a design of Public Use data sets that meet the Expert Determination standard available under the Health Insurance Portability and Accountability Act (HIPAA) privacy rule."

We would be pleased to answer follow-up questions. I can be reached at (207) 541-4900 or by email ([jh@compass-inc.com](mailto:jh@compass-inc.com)).

Thank you for your consideration. We look forward to working with you on this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "JP Highland". The signature is stylized and includes a large, looped initial "J".

James P. Highland, PhD  
President

Proposal to the  
State of New Hampshire Insurance Department  
for Services Related to  
Comprehensive Health Care Information System  
Public Use Data Set Redesign Recommendations  
Using Expert Determination Method:  
RFP 2016 – RRG317

December 19, 2016

Submitted by  
Compass Health Analytics, Inc.

254 Commercial St. 2nd floor, Portland, Maine 04101

(p) 207.541.4900 (f) 207.523.8686

[www.compass-inc.com](http://www.compass-inc.com)

Contact: James Highland, PhD, [jh@compass-inc.com](mailto:jh@compass-inc.com)



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## 1. Introduction

Compass Health Analytics, Inc. is pleased to submit this proposal in response to the Request for Proposals from the State of New Hampshire Insurance Department (NHID) to provide recommendations to NHID and the New Hampshire Department of Health and Human Services (DHHS) on a re-design of de-identified Public Use New Hampshire Comprehensive Health Care Information System (CHIS) data sets in compliance with the Expert Determination standard of the Health Insurance Portability and Accountability Act (HIPAA).

Compass provides consulting services on health insurance finance and on data management, economic, financial, and actuarial issues to state governments as well as nonprofit health care organizations nationwide. We employ experts in analytical programming, decision support technology, health care economics and finance, and health care actuarial science, with whom we support our clients in their decision-making related to health care policy, rate development and review, medical and capital budgeting, risk arrangements, managed care contracting, reimbursement systems, and financial planning.

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

## 2. Qualifications to serve as a HIPAA de-identification Expert

### 2.1. Expertise

Compass specializes in analysis and management of health care data, ranging from data warehousing to actuarial, economic, and financial analysis supporting policy makers. We provide services supporting analysis, including processing and managing health care data and designing and operating decision support environments. That work involves insurance data de-identification and analysis and requires that we have a thorough knowledge of HIPAA and related data privacy and security laws and regulations.

The HIPAA Privacy Rule provides guidance on who qualifies as an "expert" for purposes of making an Expert Determination and rendering health information de-identified. It specifies no particular academic or professional degree or certification program; however, the expert must have appropriate knowledge of and experience with generally-acceptable statistical and scientific principles and methods for rendering information not individually identifiable.<sup>1</sup> Determining if someone is an expert, according to the Office for Civil Rights (OCR), involves a review of relevant

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<sup>1</sup> 45 C.F.R. §164.514(b).

professional experience and academic or other training of the expert, as well as the actual experience of the expert using health information de-identification methodologies.<sup>2</sup>

Compass's expertise in the following qualifies it to assist NHID and DHHS in designing Public Use data sets:

- HIPAA and related federal and state laws and regulations
- Statistical and scientific principles and methods of de-identification
- Data structure and content for all-payer databases, in particular the CHIS, including a detailed understanding of the domains (allowed values) of important fields

A practical understanding of what data within CHIS is actually populated, valuable in statistical analysis, and potentially exploitable by someone wishing to compromise privacy, is essential.

#### Qualifications in privacy law

Through work with New Hampshire, as well as other government and private sector health care clients, Compass staff have stayed abreast of HIPAA rules and regulations. We have been consulting with clients on a wide range of HIPAA compliance issues, including data privacy concerns, since 2004. Two of our staff have a formal legal education and one of those is additionally certified in healthcare privacy and security.

#### Qualifications in statistical methods

Compass staff have formal training in statistical disciplines. Andrea Clark, who will provide the majority of the effort on this project, holds a masters in economics with a substantial statistical component. Staff members Tina Shields and Jennifer Elwood each hold a master's degree in statistics, and staff members Judy Loren and Devin Anderson each hold degrees with ancillary concentrations in statistics. Several staff have past job experience that includes roles involving statistical analysis. All staff members will be available to lend their expertise to the project on an ongoing or as needed basis.

Compass's qualification as an expert in the principles applicable to de-identification arises not only from its collective resume, but also from its extensive real-world experience using relevant statistical and scientific principles and methods. For example, Compass built and hosted (and continues to host, with monthly updates) a multi-million record de-identified database of claims, eligibility, and membership data for researchers associated with a major U.S. academic hospital system. Compass staff designed and implemented the de-identification process. (See section 3 for further detail.) Compass has acted as a trusted third party in numerous other engagements, providing de-identification services and maintaining and securing re-identification keys both for

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<sup>2</sup> Guidance Regarding Methods for De-identification of Protected Health Information in Accordance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule. U.S. Department of Health & Human Services. November 26, 2012. Accessed 16 December 2016: [https://www.hhs.gov/sites/default/files/ocr/privacy/hipaa/understanding/coveredentities/De-identification/hhs\\_deid\\_guidance.pdf](https://www.hhs.gov/sites/default/files/ocr/privacy/hipaa/understanding/coveredentities/De-identification/hhs_deid_guidance.pdf).

static, one-time health care database designs and implementations, and for developing and maintaining production systems for ongoing de-identified data warehouses.

### Qualifications arising from real-world CHIS and other APCD experience

Compass has extensive experience working with state all-payer claim databases (APCDs), including the New Hampshire CHIS and the Massachusetts APCD (MA-APCD). Arising from this work, and central to the proposed project, is a deep understanding of the data structure and content of APCDs, in particular the CHIS, including detailed knowledge of the domains (allowed values) of important fields (e.g., birthdates, dates of specific services, address data, etc.) and the distribution and sparsity of those values.

Compass staff member Judy Loren serves a technical advisor on data use/quality to a national consortium of APCD users researching interstate variations in the cost of care.

The MA-APCD data application process requires applicants to adhere to a “minimal use” standard and to justify each data field requested, requiring a field-by-field analysis of the balance between identifiability and data utility. Compass has successfully navigated this process, meeting client analytical needs while maintaining data privacy within the terms of its data use agreement, three times since the preliminary release of the MA APCD.

## **2.2. Philosophy of the Expert Determination method**

Through years of experience working with large de-identified health care claim and eligibility data sets, Compass is well-versed in the countervailing needs for data privacy and data utility.

The HIPAA Privacy Rule offers two methods for de-identifying Protected Health Information (PHI): The Expert Determination Method (§164.514(b)(1)) and the Safe Harbor method (§164.514(b)(2)). While neither method ensures zero risk of re-identification, both facilitate secondary use of data for comparative effectiveness studies, policy assessment, life sciences research, and other endeavors.<sup>3</sup> The Safe Harbor Method is often used because HIPAA defines it more clearly, and it is less expensive and arduous to implement. Expert Determination, in contrast, relies upon the application of statistical or scientific principles that result in a very small risk that an individual could be identified.

Compass is a strong proponent of the Expert Determination method for its flexibility and robustness to meet a variety of analytical needs while protecting patient privacy. It allows tailored solutions to the problem of balancing those considerations by employing a variety of methodologies

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<sup>3</sup> Guidance Regarding Methods for De-identification of Protected Health Information in Accordance with the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule. U.S. Department of Health & Human Services. November 26, 2012. Accessed 16 December 2016: [https://www.hhs.gov/sites/default/files/ocr/privacy/hipaa/understanding/coveredentities/De-identification/hhs\\_deid\\_guidance.pdf](https://www.hhs.gov/sites/default/files/ocr/privacy/hipaa/understanding/coveredentities/De-identification/hhs_deid_guidance.pdf).

including data suppression (such as, generalization, data perturbation<sup>4</sup>), encouraging the application of empirical expertise regarding the actual risk of identification, and acknowledging that different entities or data sources may require different levels of de-identification owing to varying identification risk (e.g., an APCD in a state that releases voter registration files for free upon request has a higher level of constructive identification risk, other factors being equal, than an APCD for a state that charges substantial fees to fulfill such requests). This flexibility creates the potential to design public use health care data sets, particular public use APCD files, allowing much more robust analysis than those de-identified using the Safe Harbor method.

### **2.3. Risk of re-identification**

The Expert Determination method balances utility (or increased utility compared with that available with the Safe Harbor method) with the risk of de-identification (similarly, increased risk compared to risk with the Safe Harbor method). Incremental risk is unavoidable; that is, any loosening of the Safe Harbor standards creates some additional risk, however small, of re-identification, compared to the risk of releasing a data set meeting the Safe Harbor standard.

The Privacy Rule requires that the risk of re-identification be “very small” but sets no explicit numerical threshold. Compass will work with NHID and DHHS to determine the level of risk the agencies deem acceptable and confirm agreement on the proposed solution. Recognizing that some risk of re-identification will necessarily remain (and indeed is present even with the Safe Harbor method), Compass will not be liable in legal actions stemming from re-identification of data.

## **3. De-identification experience**

Compass is well-positioned to assist NHID with the development of re-designed de-identified CHIS Public Use data sets using the Expert Determination method.

Compass has been consulting with clients on a wide range of HIPAA compliance issues, including data privacy concerns, since 2004, building and hosting a multi-million record de-identified database of claims, eligibility, and membership data for researchers associated with a major U.S. academic hospital system. The de-identification process, designed and implemented by Compass staff, included hashing member identification numbers, generalization of ages and dates, and suppression of personally-identifying data elements such as names and addresses. As the client’s trusted third party, Compass also maintains re-identification codes for the de-identified database to permit selective, appropriate re-identification of the data by the client.

Compass has also acted as a trusted third party in numerous other engagements, providing de-identification services and maintaining and securing re-identification keys for both static, one-time health care database designs and implementations, as well as developing and maintaining production systems for de-identified data warehousing solutions.

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<sup>4</sup> “Data perturbation” is a risk mitigation strategy in which specific values are replaced with equally specific, but different, values. In practice, perturbation is performed to maintain statistical properties about the original data, such as mean or variance, while obscuring information that might identify an individual.

## 4. Experience analyzing large health care data sets

As noted above, Compass specializes in quantitative analysis of large health care data sets and services supporting such analysis, including processing and managing health care data and designing and operating decision support environments, all with careful attention to security and privacy standards.

At the center of Compass's practice is a solid base of experience in working with claim data. Whether working with health care policy makers or regulators using all-payer databases or with non-profit payers or provider systems, we make daily use of claim data to answer a broad range of financial, clinical, and policy questions.

As noted above, central to the proposed project, is a deep understanding of the data structure and content of APCDs, and a practical understanding of what data within CHIS is actually present, valuable in analysis, and potentially exploitable by someone wishing to compromise privacy, is essential.

Below we describe experience and skill sets relevant to the requirements of this RFP.

### Familiarity with claim data and systems

We are familiar with all sources of claim data including that from commercial, state, and federal programs. Our staff have extensive experience with processing claim data to support analysis and with identifying and addressing issues with data quality. Included in that is programming and analysis experience using all-payer claim databases (APCDs) from several states, including New Hampshire. Compass staff member Judy Loren serves as a technical advisor on data use and quality to a national consortium of APCD users researching interstate variations in the cost of care.

We have executed several projects that required aggregating claim data from different sources, for example aggregating a behavioral health MCO's claims with claims related to physical health from other payers and government programs. Through our work with payers we have consulted on claim processing system functionality and procurement.

### Use of CHIS data and data management infrastructure

Compass has extensive experience using a copy of the CHIS on-site, and has the necessary network support, hardware, software, security procedures, business associate agreements, and skill base in place to accept, process, and analyze CHIS data.

Compass also has extensive experience with APCDs from several other states, and maintains an on-site copy of one considerably larger than that of New Hampshire, with appropriate security protections in place.

### Impact of mandated benefits

Compass has extensive experience estimating the cost to premium payers of mandated health insurance benefits in Massachusetts and New Hampshire. We have completed three cycles, four

years apart, of a comprehensive assessment of existing mandates in Massachusetts for the Center for Health Information and Analysis and are currently engaged in a third cycle. Compass has also provided estimates of the impact of more than two dozen proposed mandate bills before the Massachusetts and New Hampshire legislatures since 2003.

Most of these projects required use of APCD data with attention to privacy issues. All of them also required coordination with regulators, carriers, and other constituencies, statutory analysis, clinical analysis often drawing on expert opinion, and actuarial analysis.

#### Economic analysis of the impact of cost sharing for chiropractic services

Using CHIS data, Compass analyzed how member cost sharing for chiropractic services is likely to affect both cost and utilization for these services as well as their impact on overall health care cost.

#### Cost and reimbursement for SUD patients

Compass has executed analyses for NHID related to the utilization and cost of patients with opiate substance use disorder as reflected in CHIS data, and is currently examining reimbursement levels for services to this population.

#### Network adequacy

Using CHIS data, Compass has provided analytical support to NHID in its efforts to review and reengineer its approach to the adequacy of carriers' provider networks.

#### Economic analysis of health cost drivers

Compass worked with several New Hampshire data sources in writing the first cost-driver report. As part of that project, we developed a carrier questionnaire to supplement data from the 2010 Supplemental Report, CHIS, and NAIC Annual Statements. We have become familiar with carrier-specific data issues. In addition, over the years Compass has accumulated substantial knowledge of the New Hampshire healthcare market.

## **5. General Qualifications**

### **5.1. Other relevant firm qualifications and experience**

Compass brings technical experience related to executing data-oriented projects, and a practical knowledge of health insurance markets, laws, and regulations, in New Hampshire and elsewhere, drawn from experience working for commercial insurers as employees and for regulatory agencies as consultants.

### Project management of data and technology projects

Compass has managed data design and specification projects, and other project requiring interactions with technology providers, including negotiating the scope of the effort and specifying the general project approach and specific tasks.

### Awareness of stakeholder perspectives

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

## **5.2. Staff credentials**

Compass staff members Valerie Hamilton and Andrea Clark, and Devin Anderson, under the direction of Jim Highland, President, and Lars Loren, will primarily provide the services outlined in this proposal. Judy Loren and Jennifer Elwood will provide additional consulting, especially in APCD data issues and statistics, respectively, as needed. Other Compass staff will provide additional technical and project support as needed.

In addition to the experience Compass has as a firm, its staff bring deep and varied industry experience. Summary descriptions of our consultants' experience follow; resumes are contained in Appendix A, and references who can speak to the specific skill sets are listed in Appendix B.

### Andrea Clark

During her 20-year consulting career, Ms. Clark has built expertise in developing and implementing economic, statistical, and financial analyses in the health care field, including deep and wide-ranging experience designing, managing, and analyzing large, complex databases. Prior to joining Compass, Andrea was a consulting economist for a Big Five consulting firm, conducting projects ranging from litigation support for a pharmaceutical firm to assessing treatment effectiveness for the federal Substance Abuse and Mental Health Services Administration.

Ms. Clark carries out a variety of complex technical and financial data projects, including de-identification of multi-million record health insurer claims and eligibility databases, investigative data analysis and validation, cost validation studies, care management and quality studies, rate-setting and risk-assessment analyses, and population-based cost studies. She has extensive experience working with state APCDs, including the MA APCD and the New Hampshire CHIS.

Andrea is a *magna cum laude* graduate of Georgetown University with a B.S.F.S. in economics, and a member of Phi Beta Kappa. She holds a Master of Science in economics from the University of Wisconsin.

### Valerie Hamilton

Ms. Hamilton has a wide-range of healthcare industry experience over the last 20 years. She began her career as a critical care nurse, but later returned to graduate school where she concurrently earned M.H.A. and J.D. degrees. At The Ohio State University Wexner Medical Center, Valerie was director of quality improvement at a satellite hospital and was part of the leadership team that evaluated and oversaw customer satisfaction. In addition, she gained experienced in accreditation, risk management, and compliance. She has conducted reviews and analyses on a wide range of topics, including malpractice, drug diversion, and Medicare compliance. At Compass, Valerie conducts policy analysis, including legislative and regulatory reviews. Valerie serves as Compass's Privacy and Security Officer and is certified in healthcare privacy and security.

### Judy Loren

Ms. Loren has over 30 years of experience in the rigorous analysis of data in a wide range of contexts and in computer programming to support that analysis. Her work with research centers and national firms – in education policy, database marketing, and health care – includes statistical analysis and modeling, report development, and decision support system design and maintenance. She has designed, built, and managed systems to report provider quality and efficiency, implemented a complex algorithm for assigning standard prices to medical claims, and assessed market position for a large health care insurer. Over the years she has developed deep expertise in all-payer claim databases and consults nationally on quality issues therein, currently serving as a technical advisor on data use/quality to a national consortium of APCD users researching interstate variations in the cost of care. She also brings substantial expertise in, risk adjusters and measures such as Health Partners' Total Cost of Care and Resource Use.

A nationally-recognized expert in SAS, Judy has authored numerous papers on clear and efficient techniques for harvesting and integrating data from disparate sources. Judy holds an A.B. in psychology with a concentration in statistics, summa cum laude, from Dartmouth College. She was elected to Phi Beta Kappa.

### Devin Anderson

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

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

Devin holds a B.S. in mathematics, with a concentration in operations research and statistics, from Rensselaer Polytechnic Institute.

#### Jennifer Elwood, FSA, MAAA

Ms. Elwood has over 17 years of experience as a health care actuary. Her broad background within the health care actuarial field has been built through multiple regional director positions for one of the largest insurers in the nation; most recently with responsibility for individual and commercial pricing in three New England states, including but not limited to actuarial pricing work related to the implementation of the Affordable Care Act, rate filings for Individual and Commercial lines of business, and other regulatory reporting. Further experience prior to Compass has included valuation of claim liabilities, financial forecasting, and developing and standardizing actuarial processes. At Compass, Jennifer's work has included development of actuarial cost estimates for mandated benefit studies, and claim liability estimation. Jennifer holds B.S. degrees in Mathematics-Statistics and Psychology, and a M.S. in Statistics from the University of Connecticut. She is a Fellow of the Society of Actuaries and a Member of the American Academy of Actuaries.

#### Lars Loren

Mr. Loren is a widely-experienced consultant with broad expertise in business analysis and decision support processes and systems. His career – including positions and consulting work with national firms in a variety of industries – has provided extensive experience in project management, quantitative analysis, and data and process design, including work on decision support, data warehousing, and related systems. At Compass, Lars provides analysis of legislation and regulations, quantitative policy analysis, project management, and analysis for claim processing systems, as well as data warehousing project management and design. He has participated in all aspects of this work, from hands-on analysis and design to consultation with senior managers on system selection and organizational development. Lars graduated magna cum laude from Dartmouth College with an A.B. in physics, and holds a J.D. from Stanford University.

### **5.3. Conflicts of interest**

Compass is not aware of any potential, or actual, conflicts of interest with respect to this procurement. Compass is currently engaged in other consulting projects with the State of New Hampshire Insurance Department. We have participated in recent work of the NH Citizens Health Initiative. Compass has among its clients no insurers in New England, although it does serve risk-bearing entities (employer groups and ACOs) in Maine.

### **5.4. References**

See Appendix B for references.

## 6. Project Approach

### 6.1. Problem statement

The Comprehensive Healthcare Information System (CHIS) is New Hampshire's all payer claim database. Under statute, NHID and DHHS are required to collaborate in its development. DHHS is responsible for adopting rules pertaining to the release of data sets, and is required to do so to the extent allowed by HIPAA. Current release of Public Use data is via record-level claim data that incorporates the HIPAA Safe Harbor method, including additional restrictions.

While the current data release criteria meet the HIPAA requirements, NHID and DHHS believe the public use data could be more robust and consistent with the CHIS statute. RSA 420-G:11-a indicates that the CHIS "data shall be available as a resource for insurers, employers, providers, purchasers of health care, and state agencies to continuously review health care utilization, expenditures, and performance in New Hampshire and to enhance the ability of New Hampshire consumers and employers to make informed and cost-effective health care choices."

The NHID is seeking recommendations for a design improving the utility of the CHIS Public Use datasets while ensuring patient privacy through the use of the HIPAA Privacy Rule's Expert Determination method. The recommended design must meet the privacy standards laid out in United States Department of Health and Human Services's November 2012 guidance on the Expert Determination standard.

Neither the Safe Harbor nor the Expert Determination method ensures zero risk of re-identification, but Compass is a strong proponent of the Expert Determination method for its flexibility and robustness to meet a variety of analytical needs while protecting patient privacy. It allows tailored solutions to the problem of balancing those considerations by employing a variety of methodologies including data suppression (such as generalization, data perturbation), encouraging the application of empirical expertise regarding the actual risk of identification, and acknowledging that different entities or data sources may require different levels of de-identification owing to varying constructive identification risk.

With decades of combined experience with APCDs and other sources and with HIPAA compliance, Compass data analytics staff are keenly aware of the balance between data privacy and data utility in nearly everything they do, and are eager to bring this expertise to bear to support NHID and DHHS in designing enhanced CHIS Public Use data sets that allow for more robust and flexible data analysis while protecting patient privacy. Compass data analytics staff will further have the advantage of two colleagues with formal legal training, one with a certification in healthcare privacy and security, to interpret relevant HIPAA and other federal and state laws and regulations.

## 6.2. Approach

The following outlines Compass's proposed approach to this project:

- Set engagement parameters
  - Meet with NHID and DHHS via teleconference to review draft project plan and timeline
  - Develop plan for ongoing communication and periodic updates
  - Confirm key NHID and DHHS goals
    - Highlight those changes and enhancements to CHIS Public Use data the agencies seek in particular
    - Identify methodological preferences
  - Update any required NH data-security-related permissions for Compass as needed
- Read, load, and perform preliminary analysis of comprehensive CHIS data extract
- Finalize workplan and approach
  - Confirm NHID and DHHS goals
  - Review comprehensive and public use CHIS documentation
  - Research availability of potential sources for constructive identification (e.g., New Hampshire policies regarding release of voter registration files and public records)
- As agreed to by NHID and DHHS, reach out to other states currently engaged in these sorts of efforts, and possibly use some of their approaches to gather additional information (e.g., Minnesota is attempting to understand why users of Public Use sets are using them)
- Present workplan at initial meeting with NHID and DHHS
- Incorporate NHID and DHHS feedback into design
- Perform statistical analysis of comprehensive CHIS database to assess identification risks and identify solutions
  - Identify fields for inclusion/exclusion (primary and secondary suppression)
  - Identify included fields requiring risk mitigation
  - Determine suggested risk mitigation techniques overall and for specific data elements, as necessary (e.g., generalization, perturbation, k-anonymization)
- Present final recommendations at second meeting with NHID and DHHS
- Finalize design and document in a written Expert Determination report
- Prepare and present final recommendation at in-person meeting with external stakeholders

- Answer NHID, DHHS, and CHIS vendor questions arising from the implementation of the recommended design, and modify design if such need arises out of implementation

As noted, Compass will work with NHID and DHHS to determine the level of re-identification risk the agencies deem acceptable and confirm agreement on the proposed solution. Recognizing that some risk of re-identification will necessarily remain (and indeed is present even with the Safe Harbor method), Compass will not be liable in legal actions stemming from re-identification of data.

## 7. Timeline

The following timeline represents our current estimate of how long the project will take. It assumes that feedback from all stakeholders, including NHID, occurs in a timely manner.

Date	Event
By February 10, 2017	Meet with NHID and DHHS via teleconference and review the project and timeline
By February 17, 2017	Compass receives CHIS extract
By March 15, 2017	Present workplan at initial in-person meeting
By March 31, 2017	Present finalized workplan at second in-person meeting
By June 15, 2017	Submit draft of Expert Determination written report
By June 30, 2017	Compass receives NHID and DHHS feedback on draft Expert Determination report
By July 31, 2017	Submit final Expert Determination written report
By August 31, 2017	Present final recommendations at in-person external stakeholders meeting
Thru September 30, 2017	Available for support

Please note that the timeline, driven by the availability of resources within Compass as well as the complexity of the task, is somewhat longer than that outlined in the RFP.

## 8. Cost Estimate

Compass will bill only for hours actually worked. See Appendix C for the hourly rate and number of hours expected to be expended by each staff member. The proportion of the effort contributed by each Compass staff member will likely vary based on the actual complexity of tasks.

Based on the estimated hours shown in Appendix C, Compass will not bill for more than **\$92,275**. If, and as soon as, circumstances increase the expected required effort, Compass will notify NHID and the parties will discuss options for proceeding. Compass estimates travel expenses will add another \$700.

This estimate assumes Compass will provide detailed logical specification documents for producing the revised data sets, though not the code itself.

Compass's consulting fees will reflect actual hours worked, billed at Compass's hourly consulting rates. Compass's hourly rates are all-inclusive. No additional expenses will be billed with the

exception of allowable travel costs and extraordinary out-of-pocket costs for purchases requested by the client (e.g., licensing fees, special data files).

## **Appendix A: Resumes**

Andrea Clark, MS

Valerie Hamilton, RN, MHA, JD

Judith F. Loren

Devin Anderson

Jennifer Elwood, FSA, MAAA

Lars Loren

## ANDREA L. CLARK

### Professional Experience

- 2002-present     **Compass Health Analytics, Inc., Portland, ME**  
**Senior Economist**  
Conducts quantitative research and authors reports for publication on various health care topics, with a primary focus on behavioral health in the public sector and topics in health care reform. Primary data analyst and co-author on over 20 cost assessments of proposed or enacted mandated health insurance benefits for state legislatures. Oversees preparation of Medicaid managed care capitation rate bids for clients covering 1,500,000 combined lives, including coordinating clinical and actuarial input. Performs complex financial and quality assessment analyses on health insurance claims and other client data, including data warehouse design and development. Managed programming staff in monthly production of multi-million record data warehouse for a managed care organization and production of inputs to actuarial analysis.
- 1997-2002     **PricewaterhouseCoopers LLP, Washington, DC**  
**Senior Associate**  
Developed and implemented economic, statistical, and financial analyses in a variety of fields, including health care and consumer credit. Managed multiple-track analyses of opposing party data. Supervision of staff in implementing complex analyses.  
**Associate**  
Responsible for management and analysis of large databases. Developed and implemented econometric analyses of outcomes in employment discrimination, fair lending, and anti-trust matters.
- 1996-1997     **Klemm Analysis Group, Inc., Washington, DC**  
**Economist**  
Performed data management and analysis for litigation support and government clients, including analysis of the National Household Survey on Drug Abuse for the Substance Abuse and Mental Health Services Administration (SAMHSA).

### Technical Expertise

Advanced SAS applications developer, working comfortably in a variety of platforms.  
Experienced database manager; expert in the management and analysis of large databases, including state All-Payer Claim Databases (APCD).  
Familiar with SQL and VB.

### Education

M.S., The University of Wisconsin, Economics, 1996  
B.S.F.S., The Edmund A. Walsh School of Foreign Service, Georgetown University, Economics, *magna cum laude*, Phi Beta Kappa, 1994

## VALERIE HAMILTON

### Professional Experience

- 2016-present      **Compass Health Analytics, Inc., Portland, Maine**  
**Manager, Health Policy**  
Responsible for reviewing and summarizing literature on medical efficacy of health care services, including issues related to insurance coverage and benefits. Manage projects which include medical efficacy review and related cost estimates.
- 2014-2016      **Promerica Health, LLC; Falmouth, Maine**  
**Vice President of Compliance and Communication**  
Launched health and wellness screening laboratory. Oversaw clinical operations, compliance, quality, accreditation, and licensing. Served as Privacy and Security Officer.
- 2013-2014      **Prudential Financial; Portland, Maine**  
**Clinical Consultant**  
Collaborated with other professionals to evaluate disability claims for potential and capacity for return to work based on physiological and social factors.
- 2002-2013      **The Ohio State University Wexner Medical Center; Columbus, Ohio**  
**Legal Consultant**  
Performed reviews of medical liability lawsuits.
- 2000-2002      **The Ohio State University Wexner Medical Center, Columbus, Ohio**  
**Director of Quality/Attorney/Risk Manager**  
Responsible for monitoring and improvement of quality at a satellite hospital location. Oversaw quality initiatives and assisted with JCAHO accreditation. Served as hospital attorney, reviewing lawsuits and taking call for legal questions throughout medical system.
- 1998-2000      **HeartCare, Inc.; Columbus, Ohio**  
**Practice Administrator**  
Responsible for business operations and growth of invasive cardiologist practice.
- 1991-1996      **Grant Medical Center, Columbus, Ohio**  
**Registered Nurse, Critical Care**
- 1996, 1998      **Grant/Riverside Methodist Hospitals/OhioHealth**  
**Graduate Administrative Associate (Internship)/Program Coordinator (Project Based)**
- 1992, 1995-1997      **The Ohio State University Wexner Medical Center; Columbus, Ohio**  
**Graduate Administrative Associate/Research Assistant/Registered Nurse**

### Education

- J.D., The Ohio State University College of Law, 1997  
M.H.A., Division of Health Services Management & Policy, College of Public Health, The Ohio State University, 1997  
B.A., Psychology, The Ohio State University, 1993  
R.N., Diploma, Providence Hospital School of Nursing, 1988

## JUDITH F. LOREN

### Professional Experience

- 2015 – Present **Compass Health Analytics, Inc., Portland, ME**  
**Senior Data Scientist**
- Lead analyst on project to evaluate health insurance network adequacy standards
  - Assist clients with analysis and data management
- 2012-2015 **Maine Health Management Coalition, Portland, ME**  
**Senior Researcher**
- Lead analyst on projects such as:
    - Preparing reports on primary care practice efficiency and utilization
    - National project to benchmark Total Cost of Care across regions
    - Simulating proposed payment model for American Society of Clinical Oncologists
  - Responsible for designing and maintaining SAS infrastructure for all Coalition data and reporting
- 2007-2012,  
2002-2005 **Health Dialog, Portland, ME**  
**Senior Scientist**  
**Manager, Provider Solutions**  
**Senior Research Analyst**
- Lead a team of three focused on the Provider lens on healthcare analytics.
  - Completed several engagements requiring complex analysis and interpretation of compiled data; developed a system to produce Provider Performance Measurement reports.
  - Implemented system to produce HEDIS and other quality measures for past years and in-year monitoring.
  - Developed, built, and maintained system to support analysis of health insurance claims data.
  - Designed and populated warehouse tables from claims data from many sources.
  - Developed models and other analyses to target intervention efforts by health coaches.
  - Evaluated effectiveness of interventions in improving health and reducing costs.
- Fall 2006 **St. Joseph's College, Windham, ME**  
**Adjunct Professor, Mathematics**
- Taught two sections of Introductory Statistics.
- Spring 2006 **Greely High School, Cumberland, ME**  
**Long Term Substitute Teacher**
- Replaced math teacher on leave. Taught full load of math courses, including AP Statistics and Algebra II.
- 1999-2002 **L.L. Bean, Inc., Freeport, ME**  
**Senior Project Manager, Marketing**
- Developed models and performed complex analysis to support marketing efforts.
  - Responsible for system of SAS programs, including SQL against DB2 databases, that produced files to develop and score models.
  - Senior analyst for ad hoc research and information needs; worked with IT team to build user application, managed multiple priorities and short deadlines.
- 1998-1999 **Wright Express Corporation, South Portland, ME**  
**Database Marketing Manager**
- Added SAS and model development to the existing marketing approach.
  - Developed measure of total customer value to improve effectiveness of acquisition campaigns.

**Professional Experience (cont.)**

- Responsible for supporting existing MS-Access marketing database, analysis of data in Access and in Oracle on HP.

1998

**UNUM Life Insurance Company, Portland, ME  
Senior Programmer/Analyst, Individual Business Division**

- Responsible for data extraction system that provided data to financial analysts.
- Re-wrote and upgraded complex system of SAS programs to save \$10,000 annually.
- Revised for Y2K compliance.
- Developed and delivered half-day class on efficiency techniques for SAS programmers.

1985-1998,

**L.L. Bean, Inc., Freeport, ME**

1981-1984

**Self-employed consultant with on-site office**

- Provided information management and analysis services to the Direct Marketing department.
- Integrally involved in planning, testing and analysis phases of marketing projects.
- Performed and consulted on statistical analyses such as inter-item correlation and long-term value studies.
- Designed and supported system of SAS programs used by modelers to build and score models, served as on-site SAS consultant and trainer.
- Fulfilled ad hoc requests for information using SAS and DB2 on both MVS Mainframe and Unix SP2.

**Operations Research Analyst**

- Led installation of warehouse management software on PC.
- Performed analysis supporting planning for new distribution center.
- Analyzed shipping costs to support pricing policy changes.

**Decision Support Analyst, Marketing**

**Forecasting Analyst, Marketing**

1980-1981

**National Center for Education Statistics, Washington, DC  
Dept. of Education**

- Used SAS to produce reports and files for customers such as Coopers and Lybrand and Anheuser-Busch.
- Analyzed education data for published reports.

1978-1980

**American Institutes for Research, Palo Alto, CA  
Researcher**

- Editor of Quantitative section of the MCAT (Medical College Admission Test).
- Used SAS to analyze data for government programs in education and to compile survey data.

1977-1978

**National Institutes of Education, Washington, DC  
Employee Development Specialist**

**Technical Expertise**

SAS, DB2, Oracle, UNIX, Windows, Mainframe, MS-Office Suite.

Invited speaker and frequent section chair at SAS conferences

**Education**

A.B., Dartmouth College, Psychology with distinction, *Summa cum laude*, Phi Beta Kappa, 1977

# DEVIN ANDERSON

## Professional Experience

2012-present **Compass Health Analytics, Inc., Portland, ME**

### **Director, Analytic Systems**

Provide direction and oversight for Compass processes, methods, and standards for data quality, programming, testing, and quality control, as well as for analytical output and documentation. Serve as the lead developer with project management responsibility for the technical aspects of customized data warehouse solutions and other client reporting and analytical systems. Provide subject matter expertise and analytical support to ACA related activities including ACOs, readmission measures, and fraud, waste and abuse detection.

### **Senior Programmer/Analyst**

Performed analysis and data preparation needed to support financial, economic, actuarial, or other ad hoc analyses. Built and maintained client data warehouses and developed the ongoing quality assurance procedures needed to ensure their usability. Designed and developed complex SAS code that can be used on a monthly basis to meet internal and/or external reporting needs.

2005-2012 **Health Dialog, Portland, ME**

### **Senior Programmer/Analyst, Provider Solutions Department**

Served as the statistical analyst within the Provider Solutions department. Responsible for building and maintaining a robust risk-adjustment methodology as part of a provider profiling/evaluation system. Also responsible for complex, multi-stage ad hoc analyses through consulting engagements, including regional variation analyses, financial cost position analyses, and market share analyses.

### **Programmer/Analyst, Health Care Data Analytics Department**

Served as the primary analyst for a strategic client. Responsible for building and assessing the accuracy of the client's data warehouse as well as financial, quality, utilization, and other ad hoc analyses as needed by the client. Also responsible for developing standardized cross-client processes around quality assurance of data and assessment of disease management program impacts on cost and quality.

## Technical Expertise

Programming Languages and Software Expertise: SAS, SQL, Visual Basic, MATLAB, C++, Minitab, Microsoft Excel, PowerPoint, and Word

## Education

B.S., Rensselaer Polytechnic Institute, major Mathematics, minor Economics, 2005

## JENNIFER ELWOOD, FSA, MAAA

### Professional Experience

- August 2014 - Present    **Compass Health Analytics, Inc., Portland, ME**  
**Vice President, Actuarial Consulting, 2016 – Present**  
Other position held: Consulting Actuary  
Assist nonprofit managed care organizations with claim liability analysis, rate development, budget development, and financial monitoring.  
Estimate impact of proposed benefit mandates for state government policy makers.  
Develop large employer claims projections.  
Assist state regulator with a market conduct rate review audit.
- 1998 – 2014    **WellPoint Inc., Wallingford, CT**  
**Northeast Regional Pricing Director, 2012 – 2014**  
Responsible for the Individual and Commercial Pricing function in Connecticut, Maine and New Hampshire, managing a team of three state pricing directors and seven analysts.  
Acted as a strategic regional lead supporting the East RVP and executive leadership in the Northeast region.  
Collaborated with state and regional leadership to achieve profitability and membership goals.  
Coordinated rate development and preparation of rate filings and certifications for Connecticut, Maine and New Hampshire Individual and Commercial business.  
Provided strategic guidance and direction to the state Pricing Directors, ensured corporate directives were met while balancing state objectives.
- Northeast Regional Lead and Connecticut Pricing Director, 2010 – 2012**  
Responsible for the Commercial Pricing function in Connecticut and managing a pool of seven analysts supporting the pricing needs of Connecticut, Maine and New Hampshire.  
Collaborated with leadership and underwriting to achieve profitability and membership goals.  
Supported the Connecticut State President as a strategic business partner and acting as the primary actuarial point of contact for internal and external constituents.  
Coordinated rate development and preparation of rate filings and certifications for Connecticut Commercial business and provided quarterly rate recommendations based on emerging experience and changing business environment. Served as the primary point of contact for the Department of Insurance regarding rate filings.  
Participated in the quarterly forecast and annual planning process, working closely with the Connecticut leadership team on strategies to drive success in the marketplace.  
Supported ongoing product development efforts, a critical component to manage risk in a community rated environment.  
Participated on enterprise projects representing the actuarial discipline as well as regional and state market needs.  
Served as the actuarial representative for ongoing Connecticut Exchange Board and Department of Insurance meetings with health insurance carriers.
- Northeast Valuation Director, 2008-2010**  
Responsible for the Valuation function in Connecticut, Maine and New Hampshire:  
Managed staff of eight associates responsible for estimating claim liabilities and other reserves for Commercial, Consumer and FEP business.  
Directed development of quarterly and annual statutory and GAAP reporting including support of quarterly actuarial certification and SOX control testing and certifications.  
Coordinated actuarial portion of quarterly and annual external audits and supported DOI audits.  
Provided information to Actuarial, Finance and Business Unit partners to support timely understanding of emerging financial results.  
Standardized work processes across the region and supported enterprise standardization efforts.

**Professional Experience (cont.)**

**Northeast Forecasting Director, 2006-2008**

Responsible for the Forecasting function for Commercial and Individual business in Connecticut, Maine and New Hampshire.

Managed staff of five associates responsible for developing the annual budget, quarterly forecasts, and detailed monthly variance analysis.

Supported executive management as a strategic partner in understanding emerging business results and modeling potential future actions.

Acted in a peer review capacity by fully developing all assumptions and reconciling them with ongoing pricing and valuation development as well as other financial entries.

**Connecticut and New York Forecast Lead, 2001-2006**

Other position held: Connecticut Valuation and Forecasting Analyst

Developed the annual budget and quarterly forecasts for the Connecticut Commercial Business and Anthem Health and Life of New York.

Provided key financial information to executive management in a timely and accurate manner through forecast modeling and analysis of monthly results.

Participated on the Strategic Research Team evaluating potential opportunities for growth in the East region and assisting the Corporate Mergers and Acquisition team as needed.

Developed and enhanced forecasting models to increase speed and accuracy of forecast process.

**Education**

M.S., University of Connecticut, Statistics, August 1997

B.S., University of Connecticut, Mathematics-Statistics and Psychology, December 1992

**Memberships**

Fellow, Society of Actuaries (FSA)

Member, American Academy of Actuaries (MAAA)

**Boards and Committees**

**Professional**

- Blue Cross and Blue Shield Actuarial and Underwriting Committee (District I) (2010 – 2014)
- Society of Actuaries – Grading and Question Writing, Core Exam (2012 – current)
- Health Reinsurance Association/Connecticut Small Employer Health Reinsurance Pool Actuarial Committee (2010-2014)
- New Hampshire Small Employer Health Reinsurance Pool Board (2009-2011)

**Other**

- Easter Seals Goodwill Industries Board of Directors (2011-current)

## LARS E. LOREN

### Professional Experience

- 2003-present     **Compass Health Analytics, Inc., Portland, ME**  
**V.P./Consulting Manager**  
Performed analysis of legislative intent and costs for mandated insurance coverage. Analyzed MCO operational and financial planning business processes. Managed system development projects for MCO and disease management firms and designed related databases. Developed reporting and decision-support system for practice management software.
- 1997-2003     **ISDM, Inc., Dallas, TX / Stamford, CT**  
**Consultant**  
Consulting firm focused on IT planning, database development, and process improvement. Created plan for integrated marketing data warehouse for multi-title catalog firm. Developed regression models using SAS to predict response to consumer mailings. Designed data mart to report performance of internet advertising. Evaluated and recommended changes in demand forecasting process. Managed project to implement CRM software for financial services firm.
- 1996-1997     **Advanta Corp, Horsham, PA**  
**Internal Consultant for Marketing & New Product Development**  
Managed project planning, justification, and selection to redesign customer acquisition database and process. Facilitated IT planning.
- 1984-1996     **L.L. Bean, Inc., Freeport, ME**  
Progressively responsible management and analytical positions in marketing, merchandising, and IT covering: quantitative analysis of marketing productivity, system and database design, analytical algorithm design, large project management, line marketing responsibility, and management of budgets and personnel.
- 1981-1984     **Maine Legislative Finance Office, Augusta, ME**  
On staff of committee that reviewed state programs for usefulness, efficiency, and compliance with law. Reviewed healthcare profession regulatory agencies. Performed research. Facilitated deliberations of legislative committees. Drafted legislation.

### Education

- J.D., Stanford University  
A.B., Dartmouth College, *magna cum laude*, majors in physics and philosophy

## Appendix B: References

Deborah Gray, MBA, PhD  
Formerly, Manager of Analytics, Services and Strategy  
Massachusetts Center for Health Information and Analysis  
781-254-7511  
[deborahagray@comcast.net](mailto:deborahagray@comcast.net)

Michael DeLorenzo  
Interim CEO, Maine Health Management Coalition  
207-844-8106  
[MDeLorenzo@mehmc.org](mailto:MDeLorenzo@mehmc.org)

Terry Mardis  
Division Chief  
Division of Medicaid and Financial Review  
Office of Mental Health and Substance Abuse Services  
Pennsylvania Department of Public Welfare  
717-772-7358  
[tmardis@state.pa.us](mailto:tmardis@state.pa.us)

## Appendix C: Rates

The following table displays the estimated range in hours and consulting rates Compass proposes for this contract.

<b>Title</b>	<b>Incumbent</b>	<b>Hours</b>	<b>Hourly Rate</b>
Consulting Manager	L. Loren	35	\$225
Consulting Actuary	J. Elwood	15	\$300
Consulting Manager	V. Hamilton	50	\$210
Senior Economist	A. Clark	332	\$200
Senior Data Scientist	J. Loren	15	\$200

All staff listed above are expected to be available for the duration of the project.

## STATE OF NEW HAMPSHIRE

### 2016 – RRG317- Comprehensive Health Care Information System Public Use Data Set Redesign Recommendations Using Expert Determination Method

### REQUEST FOR PROPOSALS

#### **INTRODUCTION**

The New Hampshire Insurance Department (NHID) is seeking to improve the utility of the New Hampshire's All Payer Claims Database and is requesting proposals for a contractor to provide recommendations for a design of de-identified Public Use data sets that meet the Expert Determination standard available under the Health Insurance Portability and Accountability Act (HIPAA) privacy rule. The recommended design will be developed in consultation with NHID and the New Hampshire Department of Health and Human Services (DHHS), and is intended to form the basis for revision to the data released by the state. This contract will continue through September 30, 2017.

#### **BACKGROUND**

The Comprehensive Healthcare Information System (CHIS) is New Hampshire's All Payer Claims Database, and has been in operation since 2005. Under statute, the NHID and the DHHS are required to work collaboratively in the development of the CHIS. DHHS is responsible for adopting rules pertaining to the release of data sets, and is required to do so to the extent allowed by HIPAA<sup>1</sup>. Current release of Public Use data is via record level claims data that incorporates the HIPAA safe harbor method, including additional restrictions.<sup>2</sup>

While the current data release criteria meet the requirements of the HIPAA, the NHID and DHHS believe the public use data could be more robust and consistent with the CHIS statute. RSA 420-G:11-a indicates that the CHIS "data shall be available as a resource for insurers, employers, providers, purchasers of health care, and state agencies to continuously review health care utilization, expenditures, and performance in New Hampshire and to enhance the ability of New Hampshire consumers and employers to make informed and cost-effective health care choices."

#### **SCOPE OF WORK**

The NHID is seeking recommendations to improve New Hampshire's Public Use data sets while ensuring patient privacy through use of the HIPAA Privacy Rule's Expert Determination method.<sup>3</sup> The contractor selected will work collaboratively with the two state agencies to develop recommendations, by providing expert policy advice and statistical analysis to the NHID and DHHS. The recommended design must comply with HIPAA.

Prior to commencing work the contractor will deliver and present a final work plan to the NHID and DHHS for approval. Before presenting the recommendations, the contractor will meet with

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<sup>1</sup> <http://www.gencourt.state.nh.us/rsa/html/XXXVII/420-G/420-G-11-a.htm>

<sup>2</sup> See [https://nhchis.com/Documents/DataSetDocumentation/NH\\_CHIS\\_Public\\_Use\\_Data\\_Dictionary.pdf](https://nhchis.com/Documents/DataSetDocumentation/NH_CHIS_Public_Use_Data_Dictionary.pdf) for current file. Documentation on the full data set can be found at [https://nhchis.com/Documents/DataSetDocumentation/NH\\_CHIS\\_Consolidated\\_Data\\_Dictionary.pdf](https://nhchis.com/Documents/DataSetDocumentation/NH_CHIS_Consolidated_Data_Dictionary.pdf)

<sup>3</sup> <http://www.hhs.gov/hipaa/for-professionals/privacy/special-topics/de-identification/#guidancedetermination>

DHHS and NHID staff in Concord, NH to discuss the plan in depth, the contractor's initial thoughts on the design of a new Public Use file, an overview of the policy considerations that affect a final design, including state requirements.

As part of design of the Public Use file the contractor will be provided with three years of the complete data file from the CHIS. The claims file shall be used to analyze the relative merits, balancing privacy and value, of different forms of release, and combinations thereof, including but not limited to:

- unmodified claim level detail records with only selected data elements supplied,
- claim level detail records with data elements modified to make them more general,
- claim level detail that has been subject to the addition of noise (while retaining sufficient accuracy for analysis), and
- release of aggregate reports with appropriate suppression, secondary suppression, and retention of marginal as an alternative to record level detail.

As part of the analysis the contractor will not only consider the release of static data sets, but also the possibility of an online portal that would have unrestricted access to the data available through the portal (in New Hampshire, Public Use data sets are released without restriction).

Prior to finalizing and fully documenting the recommended approach the contractor will present via a PowerPoint presentation and discussion its analysis and recommendations at an in person meeting in Concord, NH. After the approach has been approved, the contractor will finalize the design and document it in a written Expert Determination report.

The narrative Expert Determination report shall include, but not be limited to:

1. Details on the specific methods and outputs of the new design for the medical, dental, and pharmacy claim files or reports including any constructed data elements to ensure the file is adequately de-identified (e.g., age groups instead of birth dates), data elements made noisier, tabular design, including secondary suppression method, and any other techniques needed to ensure small sample sizes enabling constructive identifications are avoided;
2. A design for the medical, dental, and pharmacy eligibility files or aggregate reports that would result in a denominator file useful for population analysis (if deemed releasable in some form);
3. The considerations, agreed upon objectives, and supporting statistical analyses used to develop the design, Legal and policy considerations;
4. How the recommended design meets the standards of the HIPAA privacy rule and guidance of the Office of Civil Rights;
5. Recommended techniques and approaches the state should employ in future years to maintain compliance with HIPAA standards as the data changes over time; and
6. Assurances by the contractor that in the introduction to the report that they are an Expert, a description of the contractor's experience that justifies their role as an Expert, and assurances to the best of the Expert's knowledge that the recommended design approach meets both state and federal law.

The contractor will produce a draft report by April 30, 2017 and a final report by May 31, 2017.

After the final report is complete and approved by the NHID and DHHS, the contractor will produce and deliver an in-person presentation to external stakeholders.

Except for the three in-person meetings/presentations in Concord, NH, the contractor is not expected to come to state offices, unless through mutual agreement, further in-person meetings are determined necessary.

After delivery of the final report and the stakeholder presentation the contractor shall be available to answer further questions that may arise as the new design is implemented by DHHS and its CHIS vendor and make any modifications to the design if those questions result in a rethinking of the design by NHID and DHHS, or the contractor.

## **INSTRUCTIONS**

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

### *Technical Proposal*

All of the tasks specified above should be addressed in any submitted proposal. Bidders should specifically describe:

1. Bidder's qualification to serve as a HIPAA de-identification Expert;
2. Bidder's experience serving as a HIPAA de-identification Expert or similar;
3. Bidder's experience analyzing large health care data sets;
4. Bidder's proposed work plan to meet requirements of the proposal; and
5. Bidder's understanding and views of the Expert Determination method and the specific flexibility it affords state all payer claims databases.

### *Cost proposal*

Derivation of cost for the Contractor time shall be provided in the submitted proposal. The proposal should include the hourly or daily rate for the Contractors staff, and the estimated time required for the work by task and staff person. Proposals should state the periods of time, if any, during the term of this contract that Contractor resources may be limited or inaccessible.

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

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

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

## EVALUATION OF PROPOSALS

Evaluation of the submitted proposals will be accomplished as follows:

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

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

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

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

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

- (1) Specific skills needed:

- a) Specific skills needed for analysis to execute HIPAA's Expert Determination method for de-identification and patient privacy protection to create a Public Use data set;
- b) Proven ability to communicate effectively in providing technical recommendations;
- c) Familiarity with the use of health care claims data;
- d) Ability to work with data extensively and independently; and
- e) Possesses an understanding of the opportunities, barriers and challenges faced by states in choosing to use the Expert Determination method and how it can be used to provide additional transparency of the health care system.

30 percent

- (2) General qualifications and related experience of the contractor to meet the demands of the RFP. Knowledge of the use of statistical analysis for data de-identification, the HIPAA Privacy Rule and the Expert Determination method, commercial health insurance and health care policy in general and specifically as it results to the tensions between transparency and patient privacy. Excellent communication skills. The proposal must include a summary of experience, including a current resume for each individual expected to perform work under the proposal.

20 percent

- (3) Plan of Work. Timeframe and deliverables. The proposal must include a Work Plan and specify a timeframe in which the Contractor commits to project deliverables as they are developed. The proposal should be specific about the steps that will be taken by the Contractor. The Contractor is welcome to identify periods of time that they will have reduced resources available, or other considerations that will allow resource planning during the term of the contract. The Work Plan should include a description

- of the anticipated products, a schedule of tasks, deliverables, major milestones, and task dependencies 25 percent
- (4) Total contract price and reasonableness of price justification 25 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 state staff.

### **PROPOSAL SUBMISSION, TIMELINE, AND CONTRACTING**

Questions about this RFP may be set to NHID until December 9, 2016. NHID will respond to questions as needed by posting answers on its website by December 13, 2016. Questions should be sent to [Alain.Couture@ins.nh.gov](mailto:Alain.Couture@ins.nh.gov) and include in the subject line: "CHIS Public Use Expert Determination RFP Question".

Electronic proposals will be received until 4 pm local time on December 19, 2016, 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: "CHIS Public Use Expert Determination RFP Response"

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

The selection of the winning proposal is anticipated by December 23, 2016, and the NHID will seek to obtain all state approvals in January 2017. Please be aware that the winning bidder will need to provide all signed contract paperwork to the NHID expeditiously in order for deadlines to be met.

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.

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.

**Compass Health Analytics, Inc.**

**2016 RRG 317**

**Comprehensive Health Care Information System Public Use Date Set**

**Exhibit B**

**Contract Price, Price Limitations and Payment**

Total compensation under this contract with Compass Health Analytics, Inc. (Compass) shall not exceed \$92,275, including travel.

Compass shall present an itemized invoice monthly to the Department for payment which sets forth the date of service, number of hours in providing the services, the name of the individual(s) providing such services, and a description of the service provided. The Department will pay such invoices for services with 30 days of receipt.

**Compass Health Analytics, Inc.**

**2016 RRG 317**

**Comprehensive Health Care Information System (CHIS) Public Use Date Set**

**Exhibit C**

**New Hampshire Insurance Department  
Contractor Confidentiality Agreement**

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

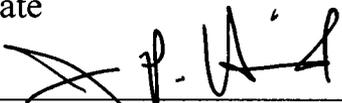
The undersigned acknowledges she or he understands the foregoing and agrees to maintain all confidential information in strict confidence at all times. The undersigned further acknowledges that if she or he is unsure of whether or not particular information or documents are confidential, it is the undersigned's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

James P. Highland, PhD

Printed Name of Contractor

January 10, 2017

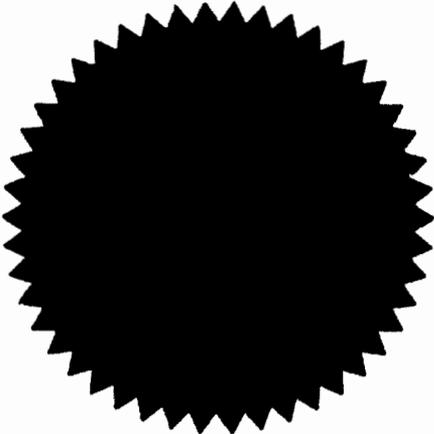
Date

  
\_\_\_\_\_  
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 Compass Health Analytics, Inc. a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on July 14, 2008. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22<sup>nd</sup> day of April, A.D. 2016

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
**(Corporation without Seal)**

I, **Arnold Macdonald**, do hereby certify that:  
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of **Compass Health Analytics, Inc.**  
(Corporation Name)
2. The following resolutions were adopted by written consent of the sole director effective **January 5, 2017.**

**RESOLVED:** That this Corporation enter into a contract with the State of New Hampshire Insurance Department, for the provision of CHIS Public Use Data Set Services.

**RESOLVED:** That the **President, James P. Highland**, is hereby authorized on behalf of this  
(Title of Contract Signatory)  
Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

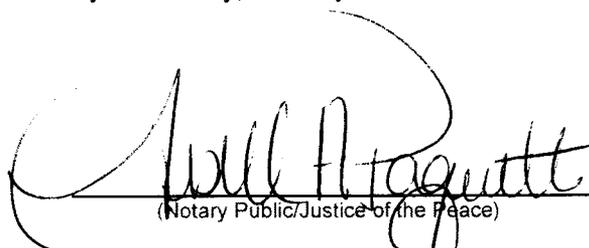
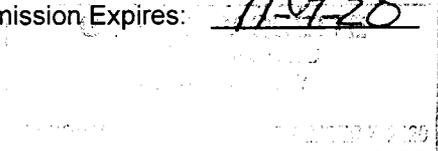
3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the **5<sup>th</sup> day of January, 2017.**  
(Date Contract Signed)
4. **James P. Highland** is the duly elected **President** of the Corporation.  
(Name of Contract Signatory) (Title of Contract Signatory)

  
\_\_\_\_\_  
**Arnold C. Macdonald, Clerk**

STATE OF MAINE  
COUNTY OF CUMBERLAND

The forgoing instrument was acknowledged before me this 10<sup>th</sup> day of January, 2017 by Arnold C. Macdonald, Clerk of the Corporation.



  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)  
Commission Expires: 11-7-20  




## STANDARD EXHIBIT I

The Contractor, identified as Compass Health Analytics, Inc., 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

1/12/17  
Date

Compass Health Analytics, Inc.

Name of the Contractor

J. P. Highland  
Signature of Authorized Representative

James P. Highland, PhD  
Name of Authorized Representative

President, Compass Health Analytics, Inc.  
Title of Authorized Representative

January 10, 2017  
Date