



**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

4V5A

Roger A. Sevigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

October 21, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to amend a contract (originally approved by the Governor and Council on July 16, 2014, agenda item #46) with Helms and Company, Inc., of Concord, New Hampshire. (Vendor #155934), for the provision of consulting services in connection with the initiative to improve and expand the information available on the Department's HealthCost website, www.nhhealthcost.org for consumers and employers related to health insurance premiums and medical care costs in New Hampshire, by extending the end date from December 31, 2014 to June 30, 2015; effective upon Governor and Council approval. Source of funds: 100% Federal Funds. This is a no-cost extension.

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 need for the extension is to align the work of this vendor with other vendors working to improve the Department's HealthCost website. There are vendors who are doing the analysis to publish medical and dental procedures, and until their work is complete, the taxonomy for the provider files that Helms and Company are producing will not be known.

The Department respectfully requests the Governor and Council authorize the extension of the Helms and Company, Inc. contract until June 30, 2015.

Your consideration of this request is appreciated.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Sevigny', written over the printed name.

Roger Sevigny

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated this 17 day of October, 2014 by and between the state of New Hampshire acting by and through the New Hampshire Insurance Department (hereinafter referred to as "NHID") and Helms and Company, Inc (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an initial agreement (hereinafter called the "Agreement") which was first entered into upon Governor and Council approval on July 16, 2014, agenda item #46, the Contractor agreed to perform certain services to assist the NHID in connection with the initiative to improve and expand the information available on the Department's HealthCost website, www.nhhealthcost.org for consumers and employers related to health insurance premiums and medical care costs in New Hampshire and;

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

WHEREAS, due the Department's desire to align the work of this vendor with other vendors working to improve the Department's HealthCost website, the Contractor would not be able to complete the work by the original completion date;

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

1. Amendment of Agreement

- A. Amend Section 1.7 of the General Provisions by extending the completion date from December 31, 2014 to June 30, 2015.

2. Effective Date of Amendment

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

3. Continuance of Agreement

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

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

CONTRACTOR:

Helms and Company, Inc.

By: [Signature]
Helms and Company, Inc.

NHID:

State of New Hampshire acting through the New Hampshire Insurance Department

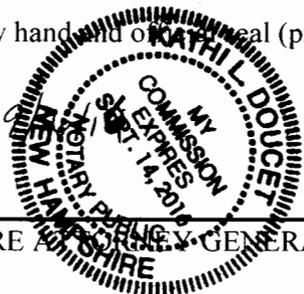
By: [Signature]
Roger A. Sevigny, Commissioner

NOTARY STATEMENT

On this the 17 day of Oct, 2014, there appeared before me Kathie Doucet (Notary Name) the undersigned officer appeared J. Christopher Marshall (Designated Officer Name) who acknowledged him/herself to be President (Designated Officer Title) and that such officer, authorized to do so, executed the foregoing instrument for the purpose herein contained, by signing him/herself in the name of the Contractor.

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

By: [Signature]



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

By: J. Christopher Marshall, Assistant Attorney General on 10/29/14

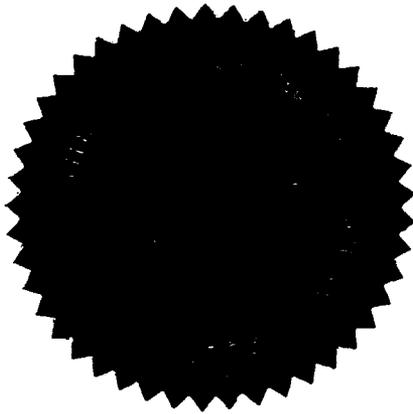
APPROVAL BY THE NEW HAMPSHIRE GOVERNOR AND EXECUTIVE COUNCIL

By: _____, on _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Helms and Company, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on April 23, 1985. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of June, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation with Seal)

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

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

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

17 day of October, 2014, which meeting was duly held in accordance with
State of New Hampshire, law and the by-laws of the Corporation:
(State of Corporation)

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

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

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

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

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

of the Corporation and have affixed its corporate seal this 17 day of October, 20 14

J. Michael Degnan

(Seal)

STATE OF New Hampshire

COUNTY OF Merrimack

Kathi Doucet

On this the 17 day of October, 20 14 before me, Catharin Richardson
the undersigned officer, personally appeared, J. Michael Degnan who acknowledged
her/himself to be the

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

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

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

President.

IN WITNESS WHEREOF I hereunto set my hand and official seal

Kathi Doucet
Notary Public/Justice of the Peace



My Commission expires: 9/14/2016

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2014

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

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

PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935 E-MAIL ADDRESS:														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Hanover Insurance</td> <td></td> </tr> <tr> <td>INSURER B: Darwin National Assurance Co.</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Insurance		INSURER B: Darwin National Assurance Co.		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Helms & Company, Inc. 1 Pillsbury St., Suite 200 Concord, NH 03301															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		OBV9696272	10/01/2014	10/01/2015	EACH OCCURRENCE	≤ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	≤ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	≤ 10,000
						PERSONAL & ADV INJURY	≤ 1,000,000
						GENERAL AGGREGATE	≤ 2,000,000
						PRODUCTS - COMP/OP AGG	≤ 2,000,000
							\$
A	AUTOMOBILE LIABILITY		AWV9696265	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident)	≤ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$
							\$
							\$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		03083198	04/26/2014	04/26/2015	WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				E.L. EACH ACCIDENT	\$
		N/A				E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
							\$
B	Professional Liability					\$1,000,000 each claim \$2,000,000 aggregate \$10,000 Deductible	

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

CERTIFICATE HOLDER State of NH New Hampshire Insurance Dept 21 S. Fruit St-Suite #14 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

07 (Policy Provisions: WC 00 00 00 B)

15

DL **INFORMATION PAGE**

WEG **WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

INSURER: TWIN CITY FIRE INSURANCE COMPANY
ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number: 14974
Company Code: 7



00918

*1500276DLL15070101

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

Suffix
LARS RENEWAL
03

HOUSING CODE: 76

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

FEIN Number: 020388529
1 PILLSBURY STREET
CONCORD, NH 03301

State Identification Number(s):
UIN:

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

2. **Policy Period:** From 10/03/14 To 10/03/15
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: PAYCHEX INSURANCE AGENCY INC

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

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

Total Estimated Annual Premium: \$5,709
Deposit Premium:
Policy Minimum Premium: \$490 NH (INCLUDES INCREASED LIMIT MIN. PREM.)

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

Countersigned by *Suzan O. Castaneda* 07/19/14
Authorized Representative .Date

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

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

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

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

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

D. This policy includes these endorsements and schedule:

WC 00 04 06 WC 00 01 14 WC 00 04 21C WC 00 04 22A WC 99 03 00B
SEE ENDT

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

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8742 SALESPERSONS OR COLLECTORS - OUTSIDE	614,100	.72	4,422
8810 CLERICAL OFFICE EMPLOYEES NOC	265,800	.38	1,010
INCREASED LIMITS PART TWO (9807)	.80 PERCENT		43
TO EQUAL INCREASED LIMITS MINIMUM PREMIUM (9848)			32
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION			5,507
NH - INTRA EXPERIENCE MODIFICATION 280236845			.940
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION			5,177
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			5,177
PREMIUM DISCOUNT 0.1 PERCENT			-5
EXPENSE CONSTANT (0900)			185
TERRORISM (9740)	879,900	.020	176
CATASTROPHE (9741)	879,900	.020	176
TOTAL ESTIMATED ANNUAL PREMIUM			5,709

Total Estimated Annual Premium: \$5,709
Deposit Premium:
Policy Minimum Premium: \$490 NH (INCLUDES INCREASED LIMIT MIN. PREM.)

Interstate/Intrastate Identification Number: / 280236845
Labor Contractors Policy Number: NAICS:
 SIC: 8748
 UIN:
 NO. OF EMP: 12

STANDARD EXHIBIT I

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

NH INSURANCE DEPARTMENT

The State

Alexander K. Felouze
Signature of Authorized Representative

ALEXANDER K. FLOUZE
Name of Authorized Representative

DEPUTY COMMISSIONER
Title of Authorized Representative

10/27/14
Date

HELMS + COMPANY, INC

Name of the Contractor

J. Michael DeGnan
Signature of Authorized Representative

J. MICHAEL DEGNAN
Name of Authorized Representative

PRESIDENT
Title of Authorized Representative

10/17/14
Date



**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

Roger A. Sevigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

June 26, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract in the amount of \$40,000 with Helms and Company, Inc., Concord, NH (Vendor #155934), for the provision of consulting services in connection with the initiative to improve and expand the information available on the Department's HealthCost website, www.nhhealthcost.org for consumers and employers related to health insurance premiums and medical care costs in New Hampshire. This agreement is to be effective upon Governor & Council approval through December 31, 2014. 100% Federal Funds.

The funding is available in account titled Health Insurance Premium Review Cycle III Grant as follows.

	FY2015
02-24-24-240010-88870000-046-500464 Consultants	\$40,000

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.

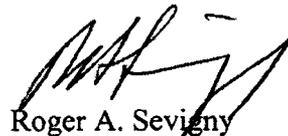
The consultant's primary responsibility will be to develop a master list of health care providers for the New Hampshire HealthCost database that will provide accurate provider names and clinician associations/affiliations with delivery systems or provider group practices.

After reviewing the bid responses, the Commissioner selected the Helms and Company's proposal as the most responsive to the Request for Proposals (RFP). The Request for Proposals was posted on the Department's website May 20, 2014 and sent to past bidders for Department contract work and companies doing work in this field. Three bids were received. Bids were evaluated by Department staff familiar with the project goals using a scoring system included in the RFP.

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Sevigny", is written over the printed name.

Roger A. Sevigny

RRG-307 PROPOSALS EVALUATIONS

Evaluation Committee members: Tyler Brannen, Alain Couture, Martha McLeod

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

On June 20, 2014, 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.

RESPONDOR	CONTRACTOR SKILL (20% of points)	CONTRACTOR EXPERIENCE & QUALIFICATION (30% of points)	POINT OF WORK (20% of points)	BID PRICE BUDGET AMOUNT	COST (20% of points)	TOTAL SCORE (100% of points)	Score without \$\$\$	NOTES
RFP 2014-RRG-307 HealthCost Provider File								
Helms & Company, Inc	19.33%	25.00%	12.33%	\$40,000	30.00%	86.67%	56.67%	
JSI Research & Training Institute, Inc	20.33%	24.33%	19.00%	\$98,623	12.17%	75.83%	63.67%	
PCG	15.33%	20.67%	16.00%	\$147,000	8.16%	60.16%	52.00%	
PokitDok	17.67%	21.33%	12.33%	\$900,000	1.33%	52.67%	51.33%	

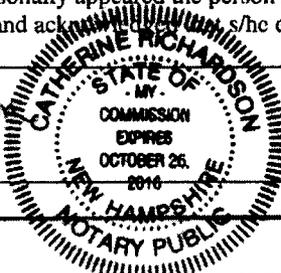
Subject: NH Insurance Department-Helms & Co.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 South Fruit Street, Suite 14, Concord, NH 03301	
1.3 Contractor Name Helms & Company, Inc.		1.4 Contractor Address One Pillsbury Street, Suite 200, Concord, NH 03301	
1.5 Contractor Phone Number 603-225-6633	1.6 Account Number 02-24-24-2410010-88870000	1.7 Completion Date December 31, 2014	1.8 Price Limitation \$40,000
1.9 Contracting Officer for State Agency Alex Feldvebel, Deputy Commissioner		1.10 State Agency Telephone Number 603-271-7973	
1.11 Contractor Signature <i>J. Michael Degman</i>		1.12 Name and Title of Contractor Signatory J. Michael Degman, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>June 26, 14</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 to me that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Catherine Richardson</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature <i>Alexander K. Feldvebel</i>		1.15 Name and Title of State Agency Signatory Alexander K. Feldvebel, Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>J. Christopher Marshall, Asst. AG.</i> On: <u>June 30, 2014</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials MS
Date 6-06-14

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Agreement with Helms and Company, Inc. HealthCost Provider File – Cycle III Rate Review

Exhibit A

Scope of Services

The consultant's primary responsibility will be to identify and classify health care provider entities in New Hampshire including:

1. Providing a comprehensive review and revision of existing provider group names contained in the database for the following specialty areas: radiology, obstetrics, dermatology, family practice, internal medicine, pediatrics, urgent care and dentistry.
2. Identifying the ownership relationships and contractual affiliations among hospitals, surgical care centers, laboratories, independent physicians, physician group practices, physician clinics and dental clinics; the clinicians who practice at each hospital, clinic and group practice;
3. Identifying the clinicians (physician, nurse practitioner, physician assistant, dentist) who practice at each hospital, clinic and group practice;
4. Identifying the clinicians (physician, nurse practitioner, physician assistant, dentist) that are 'itinerant' or serving as locum tenens physicians how should they be treated
5. Identifying appropriate names of the identified groups from a consumer perspective
6. Providing information regarding clinical delivery issues, configuration of local health care delivery systems, physician-hospital relationships, billing practices, and other non-standard practices that NHID would need to take into account in order to accurately analyze claims data and interpret results
7. As necessary, directly contacting community hospitals, provider managers or providers to determine or confirm clinician affiliations and associations.
8. Delivering to NHID a master listing of providers for its HealthCost database that will include accurate provider names and clinician association/affiliation with delivery systems or provider group practices
9. Recommending appropriate clinician/facility distinctions (for example: Imaging Centers and Radiology Providers)
10. Recommending unique billing or payment methodology considerations including appropriate CPT code clusters, relevant to identifying comparative service or case costs.
11. Completing work for radiology, family practice, internal medicine by early fall, and the remainder of the specialties by completion of the contract.
12. Work set out in the response to the RFP (attached)

**Response to Request for Proposal
New Hampshire Department of Insurance**

**Consulting Assistance Identifying and Classifying
New Hampshire Healthcare Provider Entities
2014
HealthCost Provider File**

Response Submitted by:

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

Date: June 16, 2014

**RESPONSE TO NEW HAMPSHIRE DEPARTMENT OF INSURANCE REQUEST FOR PROPOSAL
FOR IDENTIFYING AND CLASSIFYING NEW HAMPSHIRE HEALTHCARE PROVIDER ENTITIES.**

INTRODUCTION AND STATEMENT OF NEED

The New Hampshire Department of Insurance (NHID) intends to contract with a consultant to assist with ongoing development, refinement, and information presentation for its New Hampshire HealthCost Initiative. Specifically, Consultant would provide information about clustering individual providers within appropriate group practice entities, identifying pertinent association arrangements among hospitals, surgical centers, labs, individual physicians, group practices, physician clinics, and dental clinics may have with various New Hampshire healthcare organizations and integrated delivery systems.

PROJECT GOALS AND OBJECTIVES

The main goal of this project is to create an appropriate grouping of individual providers so that the cost information prepared by New Hampshire HealthCost is appropriate from a consumer perspective. To achieve this, Consultant will provide information, and where necessary, conduct research, to address the following questions:

- What are the legitimate groupings of providers?
- Which specific providers are associated with certain identified groups?
- What physician-hospital relationships exist that might impact the way in which certain service or case cost data is developed?
- Which providers are “itinerant” or serving as locum tenens physicians and how should they be treated?
- What are the appropriate names of the identified groups (i.e., from a consumer perspective)?

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

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

STATEMENT OF WORK

Helms & Company will draw on its extensive 30-year experience working with New Hampshire providers along with its market knowledge to determine appropriate provider affiliations and group

names. This will include referencing our proprietary Client Database as well as other more publicly available information. Where necessary, Helms & Company will directly contact community hospitals or provider managers to help determine or confirm clinician affiliations and associations. If needed, Helms & Company will contact providers directly to make a final determination of affiliation/association.

HELMS & COMPANY CAPABILITIES

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

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

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

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

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

- **Interim CEO Management**
 - Rockingham Memorial Hospital, Bellows Falls, Vermont, 1989-1991
 - Hillcrest Terrace / Pearl Manor Nursing Home, 2001-2002
 - New London Hospital, 2002-2003
 - Copley Health System, 2006-2007
 - University Healthcare, University of New England, College of Osteopathic Medicine, 2007-2008
 - NH Healthy Kids, 2009
 - Upper Connecticut Valley Hospital, 2011
 - Grace Cottage Hospital, 2012
 - Valley Regional Hospital, 2013

- **Interim VP of Medical Services**
 - Monadnock Community Hospital, 2011, 2013
 - Putnam Medical Group, a wholly owned subsidiary of Southwestern Vermont Medical Center, 2011-2012

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

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

HELMS & COMPANY RESOURCES

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

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

- American College of Healthcare Executives

- New Hampshire / Vermont Healthcare Financial Management Association
- Medical Group Management Association
- New Hampshire Hospital Association

For this work, Meg Cleary would be NHID's primary contact, Kevin Stone, Roland Lamy, Deb White, Brian Marquis, and Melanie Pawl will be serving as Consultants. Other Firm resources may be utilized where appropriate.

Exhibit A

PROJECT DELIVERABLE

At the conclusion of this engagement NHID will receive a revised master listing of providers for its New Hampshire HealthCost database that will include accurate provider names and clinician association / affiliation with delivery systems or provider group practices. NHID will also receive a comprehensive review and revision of existing provider group names contained in the database. Consultant will include recommendations for appropriate physician/facility distinctions (for example: Imaging Centers and Radiology Providers). Where desired, Consultant would also deliver written recommendations regarding unique billing or payment methodology considerations, including appropriate CPT code clusters, relevant to identifying comparative service or case costs.

PROJECT TIMEFRAME

Helms & Company has a long track record of serving client project needs and delivering its work on time and on budget. It is difficult to estimate the specific time frame within which the project could be concluded without a more thorough review of the existing information available and data quality. Consultant is confident that we can complete the master listing for specialties of radiology, family medicine and internal medicine by Fall 2014.

We believe that an initial review and revision of existing data can be concluded within 30-45 days of engagement. From this, a "work list" would be generated for further investigation regarding provider affiliations and associations beyond the first three specialties. The magnitude of this list would determine the ultimate time frame and work required for final project completion. Consultant would work with Department of Insurance representative to meet any reasonable time frames required.

Exhibit B

PROJECT COST

Helms & Company charges time for Senior Consultant & Principals at \$250 per hour. For this project, Helms & Company would extend a 15% discount and charge its Principal time at \$212.50 per hour. This rate includes any costs associated with faxes, photocopies, overnight mail, and report generation so no additional expense would be incurred by NHID. Where feasible, Consultant would use an administrative associate for certain information gathering and research. Helms & Company would invoice this time at \$70 per hour.

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

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

PROJECT BUDGET

Because it is difficult to estimate the magnitude of review and investigative work required, it is difficult to set a specific project budget. We estimate that this entire project work can be completed within a budget range of \$25,000 to \$30,000. Since this project may have some distinct components, Helms & Company would be prepared to work within an established budget on a not-to-exceed basis for select components to stay within Department of Insurance budget parameters. Under this approach, Helms & Company would track actual time at the Consultant rates quoted above and would charge for the deliverable the lesser of time worked or the agreed upon not-to-exceed amount. In no event would total project work exceed \$40,000.

Exhibit C

CONFLICT OF INTEREST

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

REFERENCES

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

REQUIREMENTS OF NEW HAMPSHIRE STATE CONTRACT EXECUTION

Helms & Company is aware of the requirements that the successful bidder execute a New Hampshire state contract. We have executed state contracts in the past and are familiar with these requirements. *Attachment 3* to this response contains many of the elements that would be required for such a contract execution and we are confident we could fulfill any remaining requirements if awarded this engagement.

We appreciate the opportunity to submit this proposal for consulting services in response to the New Hampshire Department of Insurance RFP. We accept the terms of the RFP and will accept the terms of the New Hampshire contract.

Attachment 1
(Principals and Consultants)

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

EXPERIENCE:

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

Responsible for AMI physician activities in Georgia, Alabama and Louisiana, including group practice development, practice management, and physician-hospital joint ventures.

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

PUBLICATIONS:

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

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

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

CURRICULUM DEVELOPMENT:

Past Member, Instructional Council, New England Healthcare Assembly (NEHA)
Past Chairman, MD Practice Management Certificate Program, NEHA
Past Vice-Chair, Ambulatory Care Certificate Program, NEHA

OTHER ACTIVITIES:

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

REFERENCES: Furnished upon request

EXPERIENCE (continued)

WOODLAND HEALTHCARE Woodland, CA 1999 – 2003
A division of Catholic Healthcare West, consisting of a 115 bed hospital, a medical practice with 80 providers, 900 employees and revenues of \$150M.

Hospital President

Recruited to turnaround organization that was losing money for the past seven years, suffering from lack of new capital investment

- Held full P&L responsibility for Woodland Healthcare, serving as liaison with the Board of Directors
- Reduced losses exceeding \$2M within the first year
- Negotiated three year agreement with medical group, and realigned financial incentives
- Developed and instituted strategic plan to expand psychiatric unit by 13 beds
- Decreased admits/1000 by 11%
- Increased patient satisfaction, with 95% expected retention rate
- Converted largest payor from cap to fee for services rendered
- Generated an additional \$7M in revenue by developing specialty recruitments

SUTTER MEDICAL FOUNDATION Sacramento, CA 1997 – 1999
A division of Sutter Health, consisting of 34 medical offices, \$116M net revenue, 750 employees, 190 clinicians, and 110,000 enrolled lives

Chief Executive Officer

- Reduced losses by \$5M annually, improving operating margins by 10%
- Grew capitated lives globally by 25,000
- Increased physician productivity by 21%
- Successfully negotiated five-year agreements with two large medical groups

PROVENANT HEALTH PARTNERS Denver, CO 1994 – 1997
A Catholic healthcare system, now Centura Health, owned by Sisters of Charity and composed of five Denver hospitals and the Managed Health Organization, totaling more than 600 physicians

Vice President, Managed Health Organization

Selected by the CEO of Provenant Health Partners to develop an equity model and expand the capitated market. Responsible for developing the physician network and providing managed care support services

- Expanded Primary Care Physician (PCP) base by more than 100 MD's
- Grew managed care company to 600+ participating MD's, and 35,000 lives which was equivalent to 90% of Medicare risk in all of Denver
- Established a spin-off "virtual corporation" by founding Physician Health Partners, an exclusive provider to Provenant hospitals. Maintained profitability for CenturaHealth

EXPERIENCE (continued)

MERCY MEDICAL FOUNDATION San Diego, CA 1991 – 1994

A start up physician network for Mercy Healthcare in the San Diego area

Executive Vice President

Responsible for growing the capitated risk enrollment for Mercy Healthcare, which was suffering from significant losses to other organizations. Successfully completed a purchase transaction and merger to launch Mercy Medical Group.

- Merged managed care operational responsibility for three IPAs and group practice to form the Mercy Medical Foundation
- Built a countywide network of ambulatory services in support of Mercy Healthcare's strategy
- Grew enrolled lives from 0 to 45,000 globally capitated lives

FAIRVIEW COMMUNITY HOSPITALS Minneapolis, MN 1979 – 1991

Nationally recognized hospital system, recognized for starting the concept of a hospital "holding company". Operated 8 hospitals.

Associate Administrator

Responsible for managing hospital operations from support to professional department with their related medical staff committee

- Progressively promoted from administrative assistant to associate administrator positions at both Fairview Southdale and Fairview Ridgcs Hospitals (400 and 150 beds respectively)
- Served as Director of Clinic Services for the newly opened Clinic Services Division
- Expanded practice within the Clinic Services Division from 25 to 90 MDs
- Led the acquisition of a large physician practice that was struggling to compete with HMO's

EDUCATION

COLLEGE OF ST. THOMAS, St. Thomas, MN

Masters of Business Administration

UNIVERSITY OF MINNESOTA, Minneapolis, MN

Masters of Hospital Administration

COLGATE UNIVERSITY, Hamilton, NY

Bachelor of Arts

PROFESSIONAL AFFILIATIONS

Woman of Achievement, Reno (2009)

Board of Trustees, Human Services Network (2007-2010)

Board of Trustees, YMCA of the Sierra (2004 – 2010)

Board of Trustees, Regional Emergency Medical Services Agency - REMSA (2004 –2006)

Board of Trustees, Families First (2001 – 2004)

Board of Trustees, Alumni Association Foundation, Univ of Minnesota (1984-1987 / 1999-2002)

American College of Healthcare Executives (ACHE)

- Advanced to Fellow (1990)
- Regent (1994)
- Speaker at Congress (1995, 1996, 1997)
- Ethics Committee Member (1998 – 1999)
- Ethics Committee Chair (2000 – 2001)

Health Care Advisory Council, University of St. Thomas (1990-1991)

Adjunct Faculty, College of St. Thomas (1988-1991)

Chair, Alumni Institute, University of Minnesota Program in Hospital Administration (Fall 1989)

Admissions Committee, University of Minnesota-Hospital & Healthcare Administration (1985-1990)

Founding Member, Women's Health Leadership Trust (1983-1991)

Treasurer, Emergency Medical Services Council (1985-1987)

J. Michael Degnan

88 School Street
Concord, NH 03301

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

EXPERIENCE:

1985 - Present HELMS & COMPANY, INC. Concord, NH
President

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

2007 - Present New Hampshire Health Plan
Executive Director

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

1985 - Present New Hampshire Imaging Services, Inc.
Executive Manager

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

1986 - Present New Hampshire Lithotripsy Center, Inc.
Executive Manager

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

Roland P. Lamy Jr.

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

MBA, New Hampshire College 1994

B.S. Management, Bloomsburg University 1991

CAREER SKILLS/KNOWLEDGE

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

CAREER ACHIEVEMENTS

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

CAREER EXPERIENCE

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

Strategic Liaison

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

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

Senior Consultant and Principal

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

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

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

Assistant Director, Office of Health Planning and Medicaid

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

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

Helms & Company, Concord, NH 10/01–1/02

Healthcare Consultant

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

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

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

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

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

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

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

Special Network Consultant 03/00-10/00

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

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

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

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

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

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

Group Health Underwriter 8/91-6/94

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

REFERENCES PROVIDED UPON REQUEST

Deborah J. White
Office: (603)-225-6633
dwhite@helmsco.com

Education

- Masters in Business Administration, UNH, Whittemore School of Business
- Bachelor of Arts, Psychology, University of New Hampshire

Experience

1986 - Present

Helms & Company, Inc., *Senior Consultant and Principal (1995)*

Principal of a health management and consulting firm serving hospitals, physicians, mental health providers, payers, nursing homes, retirement communities and other health and human service organizations. Special areas of expertise include project management, work group facilitation, strategic planning, marketing consultation, marketing research, Focus Group facilitation, and Community Health Needs Assessment.

1982 – 1985

PROJECTIONS, *VP, Project Director*

Served as account manager for a full service market research firm, providing design, implementation, analysis, and presentation of custom market research surveys, including secondary research, Focus Groups, telephone and mail quantitative surveys.

1974 – 1981

NH Department of Health and Human Services, *Program Chief*

Administered and directed Maternal and Child Health program, providing child health, medical, dental, nutrition and social services in four locations throughout New Hampshire. Initiated and directed WIC nutrition program. Duties included program administration, fiscal management, personnel management, policy development, contract negotiation, and grant writing.

1972 – 1974

NH Department of Health and Human Services, *Field Consultant*

Provided government relations services between the NH State Health Planning Agency and Area Health Planning Councils, including demand analysis and market studies for Certificate of Need applications.

1969 – 1972

Belknap Merrimack Community Action Program, *Youth Coordinator*

Created and managed educational, employment and juvenile delinquency prevention programs, including project design, administration, community development, personnel supervision, and fundraising.

Former Affiliations

Member, Coastal Conservation Association Fundraising Committee
Board of Directors, Concord Boys & Girls Club
Board of Directors, NH Women's Health
Chair, Community Services Council of Greater Concord
Chair, Merrimack County Area Health Council
Member, Greater Concord United Way Admissions and Review Committee

Note:

Health Planning 11/27/72 – 8/8/74
MCH 8/9/74 – 3/15/76
Promoted to Chief 3/15/76 – 5/22/81

Attachment 1 (cont'd)
(Associate Consultants)

Melanie E Pawl

11 Michael Avenue
Derry, NH 03038
603-339-9694, work 603-629-1896
Melanie.e.Pawl@hitchcock.org

Summary of qualifications Currently at Dartmouth Hitchcock of Manchester as the Supervisor for Provider Education. I oversee Coding Advisors in Manchester, Nashua, Concord and Keene. I hold my CPC, CCS-P and a Bachelor of Science in Health Administration.

Education Bachelor of Science, Health Administration, University of Lowell 1982
Graduate of Dracut High School 1977, AHIMA certification CCS-P and AAPC certification CPC.

Professional experience 7/2012 to current- Dartmouth Hitchcock, Supervisor of Provider Education for Community Group Practice's in Keene, Manchester, Nashua and Concord. Supervise Coding Advisors in each division. Responsible for E/M auditing and provider, keeping up to date revisions to documentation rules, codes and Coverage Decision letters.

Current- consultant for Helms Associates. Currently mentoring a CPC-A in a local orthopaedic office once a week for 3 hr and completion of E/M audit for staff of 8 providers. Limited hours offered.

2004 to 7/2012- Dartmouth Hitchcock Manchester, Coding Advisor- Operations Supervisor- responsible for supervising Coding and Data Entry. I also am responsible for Coding audits and Compliance.

2010 to current- Helms & Co., part time Coding Consultant- E/M auditing, Cpt procedure reviews.

2000-2004- Parkland Physician Services, Financial Advisor- responsible for Coding of out-pt visits, surgeries and deliveries for Women's Progressive Healthcare. Acted for a short period as interim manager.

1992-2000- Parkland Medical Center, Coding Specialist- DRG coder, SDC and Ancillary services. Also performed in-patient Utilization Review for approximately one year until the role was moved to nursing.

1989-1992- Parkland Medical Center, Unit Secretary on Medical Surgical unit, Medical Records correspondence clerk.

1984-1989- Holy Family Hospital, Physical Therapy Aide/Secretary

1982-1983- Solomon Mental Health Facility, Lowell, Ma- patient billing.

1978-1982- Physical Therapy Aide

**Professional
memberships**

AAPC Derry NH chapter- positions held: Education Officer and New
Member Development Officer

AHIMA member

**Community
activities**

Derry Community Caregivers volunteer

BRIAN MARQUIS

Brian Marquis has extensive experience leading physician practices of various sizes, structures, and specialties in both fee-for-service and risk-based reimbursement environments. He has managed physician groups through transitions to Accountable Care working in both Integrated Delivery Systems and independent practices.

Brian has his undergraduate degree in Health Management and Policy and Master's Degree in Health Administration from the University of New Hampshire as well as a Master's Degree in Science, Health Care Leadership from Dartmouth College, The Dartmouth Institute.

Prior to joining Helms & Company, Brian worked in a variety of roles at Dartmouth-Hitchcock in Manchester, NH starting out as a financial analyst, and ending his tenure with DH as the Administrative Director for Dartmouth-Hitchcock Manchester and the Director of Regional Operations. While the Administrative Director, Brian focused on the development of a patient access initiative to support transitions to Patient Centered Medical Home and Accountable Care contracts including Medicare's Physician Group Practice Demonstration Project and Pioneer. Additionally, he managed the operations of a practice of over 150 multi-specialty providers and an operating budget of \$100 million. He worked with physician leaders to build integration of care in the Manchester community through contractual relationships with hospitals and other healthcare providers.

Prior to Dartmouth-Hitchcock Brian helped to build a private practice in Atlanta, GA. He worked with the physician-owner to help select practice locations, supervise construction, and build the operations from the ground up. Before moving to Atlanta, Brian worked for Partners Community Healthcare, Inc. helping to support Partners primary care network in risk contracts.

At Helms & Company, Brian focuses on physician practices, both private and those that are a part of Integrated Delivery Systems. He does both project work including practice evaluation, care model redesign, strategic planning and execution, and process and quality improvement as well as full management of practices in interim or long-term engagements.

Michael F. Long, CPA, FHFMA
Long & Associates
Principal of the Firm
Contact: michael.long0116@comcast.net

42 Years in Health Care

Michael Long, Principal in the firm Long & Associates specializes in health care financial management focused on reimbursement, financial issues related to hospital/physician practice integration and capital and strategic financial planning.

Michael brings to his clients practical CFO and senior consulting experience gained from his work with acute care community hospitals, critical access hospitals, commercial insurance provider relations and faculty based physician practice billing operations. He has worked closely with senior management teams and boards of directors to facilitate acquisition and mergers involving physician practices and multi-hospital structures. He has worked with senior management to develop long range financial projections for strategic analysis and capital planning.

Prior to establishing Long & Associates in 2010, Michael served as the Chief Financial Officer of Mt. Ascutney Hospital where he was instrumental in securing Critical Access Hospital Status, improving revenue cycle results, securing favorable tax-exempt financing for a major ambulatory services capital project, and contributed to the successful integration of multi-specialty physician practices. His consulting practice has included serving as an interim CFO in a Critical Access Hospital, providing financial analysis and projections for physician practice integration, analyzing the impact of a rural multi-hospital affiliation, providing financial advice and analysis to a state regulatory agency focusing on hospital budget reviews and the impact of Medicare and Medicaid reimbursement changes on hospital budgets.

Michael is a CPA and Fellow in the Hospital Financial Management Association. He is a past President of the Massachusetts Chapter HFMA, a past Chapter Liaison Representative for the Region I HFMA and has held leadership positions in the NH/VT Chapter of HFMA. He has a BBA and MBA from Western New England University. He serves on several health care organization boards and committees.

DAVID CAWLEY
8 Pond Place Lane
Concord, NH
603-225-1129-h
603-225-6633-w
Dcawley7@gmail.com
dcawley@helmsco.com

EMPLOYMENT HISTORY:

- 2012-Present – Health Care Consultant-Helms & Company, Concord, NH
 - client list and responsibilities available upon request

- 2000-2012 – Southern New Hampshire Medical Center, Nashua, NH
 - *2004-2012 – Vice President, Administration*
Responsibilities include third party contracting; development and management of an 80,000 square foot satellite facility; establishment of an acute inpatient rehab unit with a third party; health insurance benefit negotiations; management oversight of a thirty bed behavioral health unit, a Neighborhood Health Center, a residency program and serving as one of the senior managers of the Health System.
 - *2000-2004 – Administrator, Dartmouth-Hitchcock Clinic, Nashua, NH*
Responsibilities included much of the above as well as, through a contract with Dartmouth-Hitchcock, administrative leadership for this forty five provider multi-specialty group

- 1994-2000 – Blue Cross and Blue Shield of New Hampshire
 - *1996-2000 – Senior Vice President - Provider Contracting*
Responsibilities included the establishment of reimbursement policies, negotiation of all provider contracts; leadership for the acquisition of Matthew Thornton Health Plan; interfacing with the Executive and Legislative branches of the State of New Hampshire
 - *1994-1996 – Vice President - Network Development*
Responsible for hospital and pharmacy benefit negotiations as well as the development of the BCBS HMO product

- 1992-1994 – HealthSource, Inc., Concord, NH
 - *Vice President*
Responsibilities included the development of a 60 physician multi-specialty group

- 1986-1992 – Blue Cross and Blue Shield of Massachusetts

- *1989-1992 – Division Director*
Senior member of the team that developed the HMO Blue product with primary responsibility for hospital contracting in Northeastern MA
- *1986-1989 – Division Executive Director*
Responsibilities included the development and operation of prepaid group practices in Methuen and Peabody MA
- 1978-1985 – Matthew Thornton Health Plan, Nashua NH
 - *Project Director and Health Center Administrator*
Responsibilities included facility development and day to day operation of the multi-specialty physician group associated with this staff model HMO
- 1969-1978 – Public school teaching and administrative positions in New Hampshire, Massachusetts, Vermont, and New Jersey

EDUCATION:

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

CIVIC INVOLVEMENT:

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

PERSONAL:

- Married; two grown children

Sharon Beaty

Sharon Beaty, a native of rural Texas, holds a Bachelor of Science in Chemistry from Texas Tech University. After working as a hospital laboratory technologist and administrator, Sharon obtained her Master of Business Administration from Baylor University and began consulting for professionals including physicians, dentists and attorneys.

She began the management and administration of medical practices in 1994 and has managed private, hospital-owned and independent non-profit practices in Texas, Kansas and New Hampshire. She has also served on advisory groups for the governor's office and the Citizens Health Initiative in New Hampshire.

Sharon specializes in challenges faced by rural markets and primary care clinicians as well as in the development of integration of behavioral health services in primary care. Most recently, she has been an active participant in New Hampshire's Patient-Centered Medical Home and Accountable Care Projects. She has collaborated with other rural primary care providers to create the North Country ACO that has been recognized by the Center for Medicare and Medicaid Services as one of the first five Advanced Payment Model Accountable Care Organizations. Her experience includes recruitment and retention of professional staff and addressing the ongoing issue of reimbursement for primary care. She currently is CEO of Mid-State Health Center in Plymouth and Bristol, New Hampshire, and continues to do practice evaluation and consulting work for physician practices and hospitals.

Attachment 2

Client References

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

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

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

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

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

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

**Agreement with Helms and Company, Inc.
HealthCost Provider File – Cycle III Rate Review**

Exhibit B

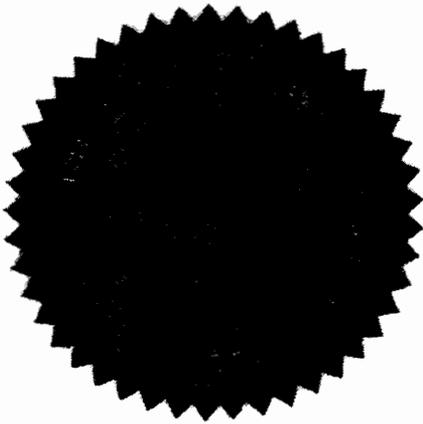
Contract Price, Price Limitations and Payment

The services will be billed at the hourly rates set forth in the Contractors Proposal, dated June 16, 2014. The total reimbursable amount shall not exceed the total contract price of \$40,000. The services and out-of-pocket expenses shall be billed at least monthly and the invoice for the services shall identify the person or persons providing the service. Payment shall be made within 30 days of the date the invoiced is received.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Helms and Company, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on April 23, 1985. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of June, A.D. 2014

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation with Seal)

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

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

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

(3) I am duly authorized to issue certificates;

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

27 day of June, 2014, which meeting was duly held in accordance with

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

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

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

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

J. Michael Degnan President Name

Kevin C. Stone Vice President Name

Roland P. Lamy, Jr. Treasurer Name

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

of the Corporation and have affixed its corporate seal this 27 day of June, 2014.

J. Michael Degna
(Title)

(Seal)

STATE OF NH
COUNTY OF Merrimack

On this the 27 day of June, 2014 before me, Catherine Richardson, a Notary Public, personally appeared J. Michael Degna who acknowledge her/himself to be the

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

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

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

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

Catherine Richardson
Notary Public/Justice of the Peace

My Commission expires: Oct 26, 2016



CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER: Davis Towle Morrill & Everett, 115 Airport Road, P O Box 1260, Concord, NH 03302-1260. CONTACT NAME: Davis Towle Morrill & Everett, PHONE (A/C, No, Ext): 603 225-6611, FAX (A/C, No): 603-225-7935. INSURER(S) AFFORDING COVERAGE: INSURER A: Hanover Insurance, INSURER B: Darwin National Assurance Co.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (OBV9696272), A AUTOMOBILE LIABILITY (AWV9696265), B Professional Liability (03083198).

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

CERTIFICATE HOLDER: State of NH - New Hampshire Insurance Dept, 21 S. Fruit St-Suite #14, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

07 (Policy Provisions: WC 00 00 00 B)

15

DL INFORMATION PAGE

WEG WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: TWIN CITY FIRE INSURANCE COMPANY

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number: 14974

Company Code: 7



03968 *3500276DL15070101

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

Suffix	
LARS	RENEWAL
	02

HOUSING CODE: 76

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

FEIN Number: 020388529
1 PILLSBURY STREET
CONCORD, NH 03301

State Identification Number(s):
UIN:

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

2. Policy Period: From 10/03/13 To 10/03/14
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: PAYCHEX INSURANCE AGENCY INC

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

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

Total Estimated Annual Premium: \$4,831
Deposit Premium:
Policy Minimum Premium: \$542 NH (INCLUDES INCREASED LIMIT MIN. PREM.)

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

Countersigned by *Susan J. Castaneda* 07/13/13
Authorized Representative Date

STANDARD EXHIBIT I

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

(3) Obligations and Activities of Business Associate.

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

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

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

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

The NH Insurance Dept.
The State
Alexander K. Feldvebel
Signature of Authorized Representative
Alexander K. Feldvebel
Name of Authorized Representative
Deputy Commissioner
Title of Authorized Representative
6/26/14
Date

Helms + Co., Inc
Name of the Contractor
J. Michael Deegan
Signature of Authorized Representative
J. Michael Deegan
Name of Authorized Representative
President
Title of Authorized Representative
JUNE 26, 2014
Date