



**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

23
JR

Roger A. Seigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

December 15, 2016

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

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract with Compass Health Analytics, Inc. (Vendor # 162376) of Portland, ME in the amount of \$77,250, to provide consulting services effective upon Governor and Council approval through August 31, 2017. 100% Federal Funds.

Funding is available in account titled Health Insurance Premium Review Cycle III Grant as follows, for Fiscal Years 2017:

<u>Health Insurance Premium Review Cycle III</u>	<u>FY2017</u>
02-24-24-240010-88870000-046-500464 Consultants	\$77,250

EXPLANATION

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

The consultant's primary responsibility will be to assist the Department in developing content for the employer page(s) on the NH HealthCost website, www.nhhealthcost.org.

The Request for Proposal was posted on the Department's website November 8, 2016 and sent to past bidders for Department contract work and companies doing work in this field. Three bids were received. The bids were evaluated by NHID staff familiar with the project goals using a scoring system included in the RFP. After reviewing the bid response, the Commissioner selected the Compass Health Analytics, Inc. proposal as responsive and cost effective to the Request for Proposals (RFP).

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

Respectfully submitted,



Roger A. Sevigny

RRG-316 PROPOSALS EVALUATIONS

Evaluation Committee members: Tyler Brannen, Alain Couture, Eireanna Aspell, Maureen Mustard, Martha McLeod

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

On December 13, 2016 the Evaluation Committee members met, and as a group assigned points to each bid per the "Specific comparative scoring process" described in each RFP.

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

RFP/VENDOR	CONTRACTOR Specific Skills Needed (30% or points)	CONTRACTOR Qualifications & Related Experience (20% or points)	PLAN OF WORK (25% or points)	Bid Price- BUDGET AMOUNT	COST (25% or points)	TOTAL SCORE (100% or Points)	Score without \$\$\$	NOTES
RFP 2016-RRG-316 Employer Focused								
Compass Health Analytics	25.33%	17.00%	22.00%	\$77,250	9.54%	73.88%	64.33%	
Freedman Healthcare, LLC	20.67%	18.00%	24.00%	\$85,475	8.62%	71.29%	62.67%	
Louis Karno & Company LLC	12.67%	11.33%	11.33%	\$29,488	25.00%	60.33%	35.33%	

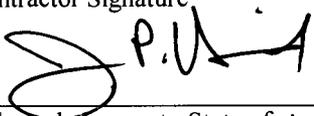
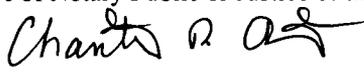
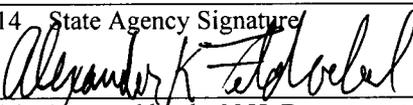
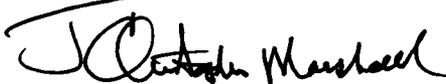
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 S. Fruit Street, Suite 14, Concord, NH 03301	
1.3 Contractor Name Compass Health Analytics, Inc		1.4 Contractor Address 254 Commercial Street, 2 nd Floor, Portland, ME 04101	
1.5 Contractor Phone Number 207-541-4900	1.6 Account Number 02-24-24-240010-88870000-046-500464	1.7 Completion Date August 31, 2017	1.8 Price Limitation \$77,250
1.9 Contracting Officer for State Agency Alexander Feldvebel, Deputy Commissioner		1.10 State Agency Telephone Number 603-271-2261	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory James P. Highland, PhD, President, Compass Health Analytics	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Cumberland</u> On <u>December 14, 2016</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		Chanterelle P. Atkins Notary Public, State of Maine My Commission Expires on January 30, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Chanterelle P. Atkins</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Alexander K. Feldvebel, Deputy Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>December 22, 2016</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Compass Health Analytics, Inc.

2016 RRG 316 Employer Focused Website Content

Exhibit A

Scope of Services

Summary of services to be provided:

1. Assist in the development of content for the employer page(s) on NHHealthCost in these areas:
 - A payer report card that may include:
 - Customer service comparison
 - Carrier quality reports
 - Carrier profitability
 - Health insurance shopping guide
 - Cost sharing and effective benefit design information
 - Health Insurance FAQs for employers
 - Directory of Insurance carriers in New Hampshire
 - Downloadable or interactive employee education toolkits for employers
2. Consult with an employer advisory group that the NHID will convene
3. Work in collaboration with NHID and website vendor to ensure feasibility of content and deliverables and that timing is appropriate to work plan
4. Test the site content with a set of employers
5. The Consultant shall performed all other tasks as described in the 2016 RRG316-Employer Focused Website Content (attached) and the Bid response (attached) which are incorporated by this reference.

STATE OF NEW HAMPSHIRE
2016 – RRG316- Employer Focused Website Content
REQUEST FOR PROPOSALS – HEALTHCOST ANALYTICS II

INTRODUCTION

The New Hampshire Insurance Department (NHID), in an effort to empower employers as purchasers of health insurance and health care services, is requesting proposals for a contractor to assist the NHID with employer section on the www.nhhealthcost.org website. This contract will continue through August 31, 2017.

GENERAL INFORMATION/INSTRUCTIONS

The NHID in an effort to lower healthcare cost in the state through transparency, would like to create a web page(s) that provides employers, as purchasers of health insurance and health care services, data, information and methods that will empower them to actively participate in lowering their overall medical costs whether they purchase policies for employees or are plan sponsors (self-funded).

CONTENT DEVELOPMENT

The vendor is expected to work with NHID and our web development vendor to assist in the development of content for the employer page(s) on NHHealthCost based on the recommendations of the Pero Report and specifically focus on creating content identified as a priority for employers groups:

- A payer report card that may include:
 - Customer service comparison
 - Carrier quality reports
 - Carrier profitability
- Health insurance shopping guide
- Cost sharing and effective benefit design information
- Health Insurance FAQs for employers
- Directory of Insurance carriers in New Hampshire
- Downloadable or interactive employee education toolkits for employers

NHID will be working to create additional content for the site utilizing data that we receive from carriers.

The vendor is expected to consult with an employer advisory group that the NHID will be convening as was recommended in the Pero Report to ensure that the content is easy to understand and helpful to them as purchasers of health care and allies in lowering overall health care costs in New Hampshire.

Vendor will need to work in collaboration with NHID and our website vendor to ensure feasibility of content and deliverables should be planned to be due at different time intervals throughout the

life of the contract and the work plan should reflect the various times each deliverable will be prepared.

All of the tasks specified above should be included in any proposal submitted to the NHID.

The Contractor does not need to work on site at the Department, however, Department resources including desk space, computer, software, and other administrative items can be provided if included in the Contractor proposal.

Electronic proposals will be received until 4 pm local time on December 9, 2016, at the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire, 03301. Emails should be sent to alain.couture@ins.nh.gov and include in the subject line: "Employer Focused Website Content RFP"

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

EVALUATION OF PROPOSALS

Evaluation of the submitted proposals will be accomplished as follows:

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

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

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

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

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

(1) Specific skills needed:

- a) Specific skills needed for creation of dynamic and useful web content for employers.
- b) Proven ability to communicate effectively with employer groups and provide technical recommendations.
- c) Familiarity with various health insurance data sources.
- d) Ability to work with data extensively and independently.

- e) Content management and effective website communication skills
 - f) Possesses an understanding of the barriers and challenges faced by employers when interacting with commercial health insurance and the health care delivery system.
 - g) Expertise with health insurance benefits and navigating the health care system
- 30 percent

(2) General qualifications and related experience of the contractor to meet the demands of the RFP. Knowledge of commercial health insurance in general, health care services (medical, dental, pharmacy) and provider reimbursement, and health insurance benefits. Good communication skills and demonstrated ability to work in collaboration with other vendors. The proposal must include a summary of experience, including a current resume for each individual expected to perform work under the proposal.

20percent

(3) Derivation of cost for the Contractor time. The proposal should include the hourly or daily rate for the Contractor, and the timeline for the work. Because the work under this project needs to be coordinated with other entities, including the web developer, the workload will vary over time. Additionally, due to unexpected findings as the work progresses, a reiterative process is likely to be necessary. Proposals should state the periods of time during the term of this contract that Contractor resources may be limited or inaccessible.

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

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

25 percent

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

25 percent

- (C.) Conflict of Interest. The applicant shall disclose any actual or potential conflicts of interest.
- (D.) Other Information. The proposal must include a listing of references of recent engagements of the Contractor that reflect the skills appropriate for work on this project, including telephone numbers and specific persons to contact

Potential contractors may be interviewed by staff of the NHID.

The New Hampshire Insurance Department will accept written questions related to this RFP from prospective bidders with the deadline being November 28, 2016. Questions should be directed to Al Couture via email at Alain.Couture@ins.nh.gov. Please include "RFP for Employer Focused Website Content."

A consolidated written response to all questions will be posted on the New Hampshire Insurance Department's website www.nh.gov/insurance, by November 30, 2016.

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

The selection of the winning proposal is anticipated by December 13, 2016, and the NHID will seek to obtain all state approvals by early-January. Please be aware that the winning bidder will need to provide all signed paperwork to the NHID by December 20, 2016 in order for deadlines to be met.

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

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



December 9, 2016

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

Via E-mail: alain.couture@ins.nh.gov

Dear Al:

Attached is our response to the Department's Request for Proposal for consulting services relating to developing employer-focused website content (NH HealthCost Analytics II).

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

Thank you for your consideration. We look forward to working with you on these important projects.

Sincerely,

A handwritten signature in black ink, appearing to read "JP Highland". The signature is written in a cursive style with a large, stylized initial "J" and "P".

James P. Highland, PhD
President

Proposal to the
State of New Hampshire Insurance Department
for Services Related to
Developing Employer-Focused Web Site Content
(NH HealthCost Analytics II)

December 9, 2016

Submitted by
Compass Health Analytics, Inc.

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

(p) 207.541.4900 (f) 207.523.8686

www.compass-inc.com

Contact: James Highland, PhD, jh@compass-inc.com



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1. Introduction

Compass Health Analytics, Inc. is pleased to submit this proposal in response to the Request for Proposals from the State of New Hampshire Insurance Department (NHID) to assist the NHID with the employer section on the www.nhhealthcost.org website.

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

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

2. Primary Expertise Relevant to RFP

Compass staff have extensive, practical knowledge of health insurance finance, the health insurance industry and markets, and the factors important to employers and other purchasers of insurance, with specific relevant experience in New Hampshire. In addition, the firm has technical expertise in insurance laws and regulations, drawn from experience working for commercial insurers as employees and for regulatory agencies as consultants, and in analysis of health care data. Our work has provided substantial experience with insurance data analysis, regulatory interpretation, health plan design and review, the interpretation, design, and specification of reports, and exposure to a wide array of stakeholders in employer/purchaser, industry, regulatory, and policy-making roles.

2.1 Substantive content

Through experience working with New Hampshire health insurance issues and data, Compass is well-positioned to develop content for the employer portion of the www.nhhealthcost.org website to support the goal of lowering health care costs through transparency. Our experience covers the key areas presented in the RFP:

- Verification of premiums
- New Hampshire underwriting / Broker and Employer Advisory Board experience
- Insurance benefit design/pricing
- NH health care policy landscape
- Economic analysis of health cost drivers

- NH insurance and provider markets
- Network adequacy
- Maine Trend Survey internal dashboard and public reporting
- Knowledge of New Hampshire health insurance data sources

Verification of premiums

Compass recently assisted the NHID with a review of health insurance premiums charged to individuals and groups. Compass verified that premiums were accurate and based upon approved rate filings conforming to ACA requirements. Premium verification is required under New Hampshire statute RSA 420-G. This verification process is important because the ACA changed rating rules, restrictions, and the rate filing requirements. As a result, carriers had to adapt their rating and billing systems. The exam reviewed customer billed rates to ensure that rates charged to consumers and groups were accurate relative to rates approved by the NHID. Compass developed an automated means to test bills provided by the New Hampshire small group and individual carriers participating on the New Hampshire exchange. Compass found and reported issues to the NHID, and worked with the NHID to develop appropriate action plans. The project helped ensure that rates charged to consumers and groups are accurate relative to rates approved by the NHID.

New Hampshire underwriting / Broker and Employer Advisory Board experience

In a prior role, staff member Larry Hart worked in New Hampshire as the senior director of underwriting for one of the state's largest insurers, acquiring local experience and knowledge of the New Hampshire health care market. During this time, he sat on Broker Advisory and Employer Advisory Boards and gained valuable insight into the unique perspectives of each of the Board's members.

Insurance benefit design/pricing

Serving on a benefits consulting team, Compass provided actuarial pricing analysis for the design of New Hampshire's HealthFirst small employer affordable health insurance plan. Using data from the State's all-payer claim database and from carriers, Compass analyzed base claim data, trend, benefit design, wellness components, and administrative costs and developed a flexible pricing model. Compass helped conduct public meetings including legislators, employers, and carriers.

New Hampshire health care policy landscape

Compass president Jim Highland has recently done extensive work for NHID in the area of health care provider payment reform. Specifically, he co-authored a study examining the current state of provider payment within New Hampshire and helped outline a variety of short- and long-term strategies for potential reform that would help reduce the rate of cost growth while maintaining or improving quality, leading to better overall value for consumers. Consistent with the goal of this RFP, the study emphasized enhanced transparency for decreased health care costs.

Economic analysis of health cost drivers

Compass worked with several New Hampshire data sources in developing the methodology for and writing the first cost-driver report. As part of that project, we developed a carrier questionnaire to supplement data from the 2010 Supplemental Report, New Hampshire Comprehensive Health Care Information System (NHCHIS), and NAIC Annual Statements. We are familiar with, and adept in using, the New Hampshire data sources cited above, and have become familiar with carrier-specific data issues.

New Hampshire insurance and provider markets

Compass helped support a large New Hampshire hospital system that entered the CMS ACO Pioneer Pilot. In addition to helping review the data provided to the system by CMS and assessing the financial implications of the system's performance using available data and trends, we also provided support modeling the likely implications of adding additional hospital locations to the ACO. This required understanding and quantifying likely changes based on differences between the various discrete providers/locations within the larger system.

Network adequacy

Compass assisted the NHID in studying a potential fundamental shift in how health insurance carrier network adequacy is evaluated, moving from measuring members' proximity to providers of various types to their proximity to services no matter what type of provider delivers the service. Compass analyzed the geographic relationship between services delivered and commercially-insured members using the New Hampshire all-payer claim database, supported NHID in its rulemaking process by conducting ad hoc analyses, and assisted in reviewing draft regulations. In addition Compass is currently assisting the Massachusetts Division of Insurance in its evaluation of the accuracy of carriers' network provider directories.

Maine Trend Survey internal dashboard and public reporting

For the Maine Bureau of Insurance, Compass created an internal dynamic tool to review carrier submissions and developed linked reports updated automatically to share publicly on its website. For this project, providing information that met the needs of both internal and external audiences was key.

Knowledge of New Hampshire health insurance data sources

Compass staff, in past roles at private insurers, as well as in their current work, have become familiar with New Hampshire health insurance data sources. Through assisting with the supplemental reporting process, analyzing health insurance cost drivers, and other work for the Department, Compass has gained extensive experience with the major sources of data available to the NHID, including the supplemental filings and "raw" claim data available through NHCHIS, and differences among various sources.

2.2 Presentation

As described, Compass has substantial expertise in content areas relevant for an employer site. In addition, much of Compass's work involves presenting quantitative or technical data to audiences with a wide range of technical backgrounds. We have over time, learned the importance of clear organization and text and clear and visually-consistent graphic design. Almost all of our projects, at some point, involve preparing reports, exhibits, and/or instructional material.

Compass staff do not possess the technical skill needed to develop code for web sites; however we can work with developers on how to present content in static and/or interactive form to inform the target audience.

3. General Qualifications

3.1. Other relevant firm qualifications

In addition to the above experience related to specific knowledge and tasks required for this project, Compass brings a broad general set of capabilities that will enhance the content of the employer site and the execution of the project.

Insurance markets and medical trends

Compass's practice requires its staff to stay informed about trends in medical costs and to apply that knowledge, whether evaluating a carrier's outstanding claim liability, assisting an employer group in rate negotiation, or evaluating the cost of a health insurance benefit mandate.

Likewise, Compass remains abreast of developments in the health care market. For example, Jim Highland has worked on ACO planning efforts in Maine and NH, and Compass supported a prominent academic medical center health system in negotiating and monitoring the financial condition of Medicare and private sector ACO contracts and currently provides data management and analysis for ACOs.

Awareness of stakeholder perspectives

Through our work with state agencies, including testifying at hearings, we have become attuned to the stakeholders in health insurance policy and regulation and their agendas. We understand the contentiousness of the issues and environment, and the need to formulate and communicate conclusions carefully.

Project management of data and technology projects

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

3.2. Staff credentials

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

James P. Highland, PhD, MHSA

Dr. Highland has a unique background in healthcare finance, insurance, health economics, and healthcare information systems, combined with direct experience with New Hampshire provider and payer markets. Combining his background with the Compass team's deep expertise in healthcare actuarial methods and sophisticated data management, his work has focused on using complex healthcare data, analysis, and model building to advise state policy makers and executives in community healthcare organizations on issues related to healthcare costs, insurance coverage, strategic planning, pricing, contracting, and investment decisions.

Since founding Compass in 1997, Dr. Highland has assisted public and nonprofit clients in the Northeast and nationwide with economic and financial issues associated with insurance. In the past five years, he has led work for state government clients analyzing costs related to expansion of insurance benefits and coverage in Massachusetts, Maine, and New Hampshire.

Prior to founding Compass, Dr. Highland was a Senior Economist at Abt Associates in Cambridge, Massachusetts, where he established a practice in providing economic and financial consulting to small and mid-sized public payers. He also directed projects related to the design and implementation of provider payment systems for a wide range of clients, including the Health Care Financing Administration (now CMS) and State Medicaid agencies. He has served as Director of Research, Planning, and Evaluation at BlueCross BlueShield of Massachusetts, and as Director of Economic Studies at the American Hospital Association.

Dr. Highland's background includes extensive experience in the issues facing regulators as well as public and non-profit payers, particularly the financial aspects of expanding access to health care. He has done in-depth work on the costs of coverage under new programs and benefit plans, including assessing health reform initiatives targeted at expanding affordable coverage, analyzing health insurance benefit mandates, and projecting the costs of integrating separate public insurance programs. He has also analyzed and advised executive decision makers on payment systems, incentives, and risk bearing, including recent work in ACO planning.

Dr. Highland holds a Ph.D. in applied economics from the Wharton School of the University of Pennsylvania, where he studied health economics and the economics of risk and insurance. In addition, he holds a Master of Health Services Administration from the University of Michigan's School of Public Health, with concentrations in finance and information systems, and a B.A. in economics, with honors, from Northwestern University.

In 2009 Dr. Highland was appointed by the Governor to the State of Maine's Advisory Council for Health System Development, which guides research on the health care system in Maine and makes recommendations to the Legislature for initiatives to improve the health care system and expand

access. He has served on its payment reform and health system data infrastructure sub-committees. Dr. Highland also serves as an Adjunct Professor at the University of Maine's Muskie School of Public Service and has taught at the University of Pennsylvania's Wharton School and in the Sloan Program in Health Administration at Cornell University.

Lawrence Hart

Larry Hart has a broad range of experience in health care insurance markets in both underwriting and actuarial capacities, including 28 years of experience at a national carrier in New Hampshire and other states. In his most recent role he was the pricing director responsible for leading a team that developed community base rates and rating factors for Maine individual and group markets. This included work on the initial ACA QHP rate filings. He previously served in several underwriting roles of increasing responsibility ending as a senior director of underwriting for New Hampshire. He was responsible for individual, small group and large group underwriting, and his experience includes developing a new medical underwriting capability in the small group market based on legislative changes. In addition Larry has experience in re-engineering and standardizing both actuarial and underwriting processes. Larry's work at Compass includes efforts on non-profit, community-based risk-bearing organizations, particularly on ACA and ACO related issues. Larry received his B.A. degree in mathematics from the University of Maine in Orono.

Lars Loren

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

Valerie Hamilton

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

3.3. Conflicts of interest

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

3.4. References

See Appendix B for references.

4. Project Approach

4.1 Problem statement

To empower New Hampshire employers to make educated, value-based decisions as purchasers of health insurance and health care services, they must have access to data that allows for feature-by-feature comparisons among carriers, plans, and providers. With better cost, quality, and access data, employers can actively participate in lowering overall medical costs whether they purchase policies for employees or are self-funded. The employer content section on www.nhhhealthcost.org can be a valuable resource by providing the tools and educational content to help employers understand the data. Furthermore, an easy-to-use website with clear and complete information might empower employers eventually to reduce or bypass commissions for small group products, further reducing healthcare costs.

4.2 Approach

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

- Set engagement parameters
 - Review with NHID staff the draft project plan
 - Initially meet with Employer Advisory Group and NHID to review goals of project and subject matter to be included on website
 - Meet with website vendor to discuss any limitations and plan the timeline and process of information transfer for implementation
- Research information to be included on website
 - Work with the EAG to develop report card structure and items to be evaluated/“graded”
 - Research carrier customer satisfaction, which will likely involve surveys to employers

- Design a tool that provides apples-to-apples comparison of benefits (e.g., copays, Rx, and other common routine care) that includes the actuarial values of plans
 - Develop educational content on payment reform and carriers' positions on offering value-based care
 - Develop educational content on alternative funding mechanisms like balanced funding, contingent premium, minimum premium, and ASO
 - Using information from the Pero report, supplemented with literature searches, develop a list of health insurance frequently asked questions for employers and responses
 - Using all available data sources, develop a comprehensive directory of insurance carriers in New Hampshire
- Convene with Employer Advisory Group to obtain feedback about the content and planned presentation of information
 - Work with website vendor to ascertain feasibility of planned website design and content
 - Review the website with NHID and Employer Advisory Group.
 - Select a sample of employers not represented in the EAG to test the site, and obtain feedback; incorporate feedback from employer sample
 - Reconvene with NHID to review project deliverables

4.3 Working with the NHID, the EAG, and website vendor

Compass always works with its clients and other stakeholders in a collaborative manner, but this project will require a particularly robust working relationship the NHID, the EAG, and the website vendor. While the proposal identifies milestones calling for communication among these groups, communication between all groups is expected to be fluid and more frequent than indicated.

5. Timeline

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

Date	Event
By January 2, 2017	Meet with NHID and review the project and timeline
By January 9, 2017	Meet with Employer Advisory Group to review goals and subject matter to be included on website
By January 13, 2017	Meet with website vendor to review project plan and identify any limitations and process for information transfer for posting to site
By February 17, 2017	Work with the EAG to develop report card structure and items to be evaluated/ "graded"
By April 3, 2017	Develop educational content and frequently asked questions and responses

Date	Event
By April 28, 2017	Develop plan and design of tools to be included
By April 28, 2017	Research and develop a comprehensive directory of insurance carriers in New Hampshire
By May 5, 2017	Reconvene with the EAG to obtain feedback about content and planned presentation of content on website
By May 12, 2017	Meet with website vendor to plan posting of planned content
By June 2, 2017	Review website with NHID and Employer Advisory Group
June 9-June 23, 2017	Select a sample of employers not represented in the EAG to test the site and obtain feedback
By July 15, 2017	Incorporate feedback
By August 17, 2017	Meet with NHID to review project deliverables and identify any opportunities for improvement for subsequent year(s)
By August 31, 2017	Address any opportunities for improvement identified in meeting with NHID

6. Cost Estimate

Compass staff members Valerie Hamilton, Larry Hart, and Lars Loren, under the direction of Jim Highland, PhD, will primarily provide the services outlined in this proposal. Other Compass staff will provide additional technical and project support as needed.

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

Based on the estimated hours shown in Appendix C, Compass estimates that consulting services will cost between \$64,870 and \$77,250 and will not bill for more than the latter. If, and as soon as, circumstances increase the expected required effort, Compass will notify NHID and the parties will discuss options for proceeding. Compass estimates travel expenses will add approximately another \$700.

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

Appendix A: Resumes

James P. Highland, PhD, MHSA

Larry Hart

Lars Loren

Valerie Hamilton, RN, MHA, JD

JAMES P.HIGHLAND

Professional Experience

- 1997-present **Compass Health Analytics, Inc., Portland, ME**
President
Provide advice and analytical services to health care policy makers and decision makers on financial, economic, actuarial, and decision support issues.
- 1994-1997 **Abt Associates Inc., Cambridge, MA**
Senior Associate, Health Economics Consulting Group
Directed and conducted research and analysis related to a variety of provider payment and insurance issues, including financial/risk modeling, capitation pricing, risk and incentive arrangements, physician fee schedule development, and managed care strategy. Clients included major insurers, HMOs, major provider organizations, pharmaceutical companies, medical societies, and state and federal agencies.
- 1993-1994 **Blue Cross Blue Shield of Massachusetts, Boston, MA**
Director of Research, Planning, & Evaluation
Directed staff of four in research and evaluation related to hospital and physician contracts, including managed care risk sharing arrangements. Conducted planning for provider network development. Designed and managed project for RBRVS implementation.
- 1990-1993 **American Hospital Association, Chicago, IL**
Director, Division of Economic Studies
Directed staff of five in conduct of impact studies, research studies, and other analyses critical to the association's public policy activities. Provided economic research perspective in key association policy discussions. Primary focus on issues related to federal health reform and hospital payment issues.
Associate Director, Division of Financial Policy
Managed policy development and analysis for over 5,000 member hospitals on physician payment and hospital outpatient payment issues. Supported representation and member education with issue papers, Congressional testimony, regulatory comment letters, and presentation to member and other professional groups. Selected for Federal advisory groups related to outpatient payment issues.
- 1988-1990 **University of Pennsylvania, Philadelphia, PA**
Senior Investigator, Leonard Davis Institute of Health Economics
Proposed successfully for a grant from the Health Care Financing Administration to study physician investment in diagnostic testing equipment. Designed valuation-based model to assess fees for diagnostic tests. Managed research process, staff, and budget.
Instructor, The Wharton School Assisted teaching "Financial Management of Health Institutions" to second-year Health Care M.B.A. students. Customized valuation software for hospital applications and instructed students in its use. Taught "Health Economics" to junior and senior undergraduates.

Professional Experience (cont.)

- 1985-1987 **Andersen Consulting, San Francisco, CA**
Senior Management Consultant
Managed and coordinated over 150 client personnel in successful user testing of large financial information system at a major university teaching hospital. Designed testing approach and automated testing control system. Coordinated and facilitated interaction between client and software vendor in customizing basic software. Led training sessions for hospital personnel.
- 1984-1985 **Sisters of Mercy Health Corporation, Farmington Hills, MI**
Administrative Fellow
Designed and successfully implemented capital budgeting system at 530 bed teaching hospital. Developed and launched corporate structure for hospital-physician joint ventures. Guided the management and budgetary process for the Department of Surgery. Evaluated requirements and wrote proposal for initiating financial planning function at system holding company.
- Summer 1983 **Good Samaritan Hospital, Downers Grove, IL**
Administrative Resident
Developed educational program for clinical personnel on prospective payment system; program recommended for adaptation throughout hospital system.
- Spring 1981 **On Lok Senior Health Services, San Francisco, CA**
Intern
Analyzed cost requirements for innovative alternative to 24-hour nursing home care for frail elders.

Education

- Ph.D., The Wharton School, University of Pennsylvania, Health Economics/Health Finance, 1994
M.H.S.A., The University of Michigan, Health Services Administration, Finance, 1984
B.A., Northwestern University, Economics, with Honors, 1982

Honors and Awards

- Dean's Fellowship for Distinguished Merit, The Wharton School, University of Pennsylvania 1987-1990
Public Health Traineeship, The University of Michigan, 1982-1984
Departmental Honors, Economics, Northwestern University 1982
Alpha Lambda Delta, Northwestern University, 1978-1982

Memberships

- American Economic Association
Association for Health Services Research
Healthcare Financial Management Association
Healthcare Information and Management Systems Society

LAWRENCE E. HART

Professional Experience

- 2014 – Present **Compass Health Analytics, Inc., Portland, ME**
Director, Risk Consulting Services, 2014-
Price new benefit designs, project claims, develop rates, and develop forecasts for managed care clients. Assist state regulators with review of health insurance rate filings. Analyze health insurance cost drivers for state government policy makers. Support clients in financial evaluation of alternative provider reimbursement arrangements, including ACOs, with experience analysis, projections, and modeling.
- 2006 – 2014 **Anthem Blue Cross & Blue Shield of Maine, South Portland, ME**
Actuarial Business Director, 2010-2014
Other position held: Actuarial Business Consultant
Supervised staff and conducted competitive analysis, new product and mandate pricing. Recommended adjustments to product design, and the product portfolio. Developed financial forecast key assumptions such as rate increases, buy down, and claims trends. Worked with Finance partners to develop the forecast, interpret financial results and variances. Prepared and oversaw Maine group and individual rate filings including the 2014 QHP filings. Responsible for the development of all retention, trend, completion and other rating factors for the Maine business unit. As the Actuarial pricing Lead and point of contact provided ongoing consulting service including strategic growth and margin planning for Maine leadership.
- 2002 – 2006 **Anthem Blue Cross & Blue Shield of New Hampshire, Manchester, NH**
Senior Director of Underwriting, 2002-2006
Managed and led a staff of up to twenty two associates in the successful rate development for prospective and renewing group business. Developed alternate funding mechanisms including contingent premium, minimum premium, and ASO. Recruited and developed small group staff to perform newly allowed medical underwriting. Managed a rating system conversion for small and large group business. Developed an underwriting process for new dental product launch in New Hampshire market. Developed incentive plan with common goals for underwriters and sales associates. Accompanied sales staff to explain most technical rating components to marquee accounts.
- 1986 – 2002 **Anthem Blue Cross & Blue Shield of Maine, South Portland, ME**
Underwriting Manager, 1996-2002
Other positions held: Senior Underwriter and Underwriter
Managed and led a staff of seven associates in the successful rate development for prospective and renewing group business. Developed alternate funding mechanisms including contingent premium, minimum premium, and ASO. Successful implementation of an automated Excel-based merit-rating model. Developed streamlined product portfolio and standard plan packages to minimize adverse selection. Accompanied sales staff to explain underwriting rationale to marquee accounts. Developed an income transfer mechanism to deal with adverse selection issues resulting from offering a separately-owned HMO beside Anthem products. Oversaw analysis and implementation of a procedure which ensured high-risk individuals were assessed and were accurately reflected in the rating of large groups.
- 1985- 1986 **Northwestern Mutual Life, Bangor, ME**
Insurance Agent
Became licensed with the State of Maine to sell life and health insurance. Completed Essentials of Life Underwriting training program for Northwestern Mutual. Developed clientele by selling term and whole life insurance.

Lawrence Hart

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Education

B.A., University of Maine at Orono, Mathematics, 1985

Boards and Committees

Professional

- Blue Cross and Blue Shield Actuarial and Underwriting Committee (District 1) (2002 – 2014)
- Maine Vaccine Association Board (2010-2014)
- New Hampshire Vaccine Association Board (2005-2008)

Other

- Greater Portland United Way Investment Committee for Health Services. (2009 – present)
- Easter Seals Maine Board of Directors (2014 – present)
- Blue Cross Blue Shield of Maine Employees Federal Credit Unit Board of Directors (1988 – 2004)

LARS E. LOREN

Professional Experience

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

Education

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

VALERIE HAMILTON

Professional Experience

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

Education

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

Appendix B: References

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

James Gavin
CEO
Community Care Behavioral Health
Pittsburgh, PA
412-454-2146
gavinjg@ccbh.com

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

Appendix C: Rates

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

Title	Incumbent	Range of Hours	Hourly Rate
PhD Economist	J. Highland	10-12	\$300
Project Manager	L. Loren	10-12	\$225
Director, Risk Consulting	L. Hart	136-162	\$250
Consulting Manager	V. Hamilton	122-145	\$210

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

Compass Health Analytics, Inc.

2016 RRG 316 Employer Focused Website Content

Exhibit B

Contract Price, Price Limitations and Payment

Total compensation under this contract with Compass Health Analytics, Inc. (Compass) shall not exceed \$77,250, including travel.

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

Compass Health Analytics, Inc.

2016 RRG 316 Employer Focused Website Content

Exhibit C

**New Hampshire Insurance Department
Contractor Confidentiality Agreement**

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

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

James P. Highland, PhD

December 14, 2016

Printed Name of Contractor

Date

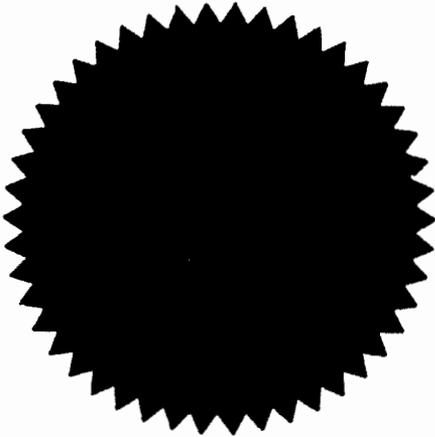


Contractor Signature

State of New Hampshire
Department of State

CERTIFICATE

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



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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without Seal)

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

1. I am a duly elected Clerk of **Compass Health Analytics, Inc.**
(Corporation Name)
2. The following resolutions were adopted by written consent of the sole director effective **December 14, 2016.**

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire Insurance Department, for the provision of Employer Focus Website Services.

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

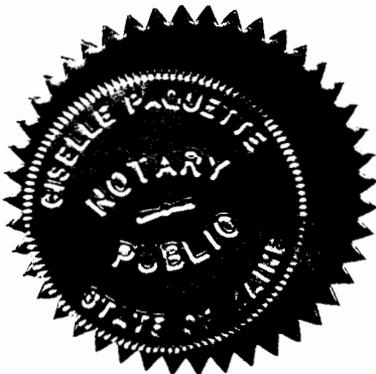
3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the **14th day of December, 2016.**
(Date Contract Signed)
4. **James P. Highland** is the duly elected **President** of the Corporation.
(Name of Contract Signatory) (Title of Contract Signatory)

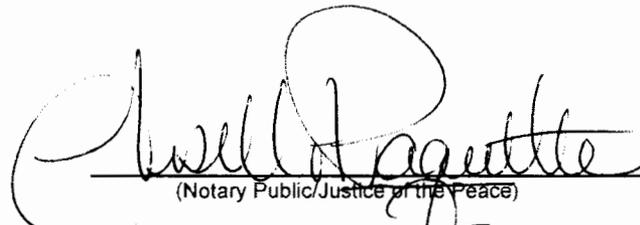


Arnold C. Macdonald, Clerk

STATE OF MAINE
COUNTY OF CUMBERLAND

The forgoing instrument was acknowledged before me this 15th day of December, 2016 by Arnold C. Macdonald Clerk of the Corporation.





(Notary Public/Justice of the Peace)
Commission Expires 11-7-2020
GISELLE PAQUETTE
NOTARY PUBLIC
YORK COUNTY
MAINE
MY COMMISSION EXPIRES NOVEMBER 7, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2016

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 Holden Agency Insurance 1085 Brighton Ave Portland, ME 04102	CONTACT NAME: Diane K. Littlefield, CIC, CPIW		
	PHONE (A/C, No, Ext): 2432	FAX (A/C, No):	
	E-MAIL ADDRESS: dlittlefield@holdenagency.com		
INSURED Compass Health Analytics, Inc. 254 Commercial St, 2nd Floor Portland, ME 04101	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Ohio Security Insurance Company		24082
	INSURER B : Ohio Casualty Group		
	INSURER C : Sentinel Insurance Co.		11000
	INSURER D : Nautilus Insurance Company		17370
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			BZS56285305	08/09/2016	08/09/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BZS56285305	08/09/2016	08/09/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO56285305	08/09/2016	08/09/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 Pers & Adv Inj \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	04WECEK3926	08/09/2016	08/09/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	Professional Liab			TBA	08/09/2016	08/09/2017	Each Claim/Agg 2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Insurance Department
Attn: Martha McLeod
21 South Fruit Street, Suite 14
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Diane Littlefield

STANDARD EXHIBIT I

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

RECEIVED
DEC 15 2016
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

12/19/16
Date

Compass Health Analytics
Name of the Contractor

J. P. Highland
Signature of Authorized Representative

James P. Highland, PhD
Name of Authorized Representative

President
Title of Authorized Representative

December 14, 2016
Date