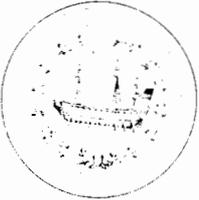


4V 22



THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT FEB 25 '15 AM 10:21 DAS

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

Roger A. Sevigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

February 19, 2015

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

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract in the amount of \$192,800 with Compass Health Analytics, Inc., Portland, Maine (Vendor # 162376), to assist the Department in its development of updated network adequacy standards. This agreement is to be effective upon Governor & Council approval through March 31, 2016. 100% Federal Funds.

The funding is available in various accounts as follows, subject to legislative approval of the next biennial budget.

Rate Review Grant

	FY2015	FY2016	FY2017
02-24-24-240010-59780000-046-500464	\$80,000	\$20,000	\$0
Consultants			

Health Insurance Premium Review Cycle III Grant

02-24-24-240010-88870000-046-500464	\$40,000	\$20,000	\$0
Consultants			

Rate Review Cycle IV Grant

02-24-24-240010-59300000-046-500464	\$0	\$0	\$32,800
Consultants			

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 vendor will assist the department in redrafting administrative rule Ins 2701, regarding network adequacy including performing analysis of claims data, geographic standards, and developing rule language.

The major deliverables for Compass Health Analytics, Inc. include:

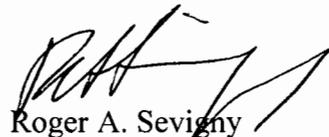
1. Identifying services that fall into the categories used in the model
2. Identifying each service included in the network adequacy standard by CPT code
3. Identifying highly specialized and resource-intensive services
4. Assist in developing standards for geographic access
5. Developing requirements that permit the use of telemedicine in satisfying network adequacy standards; that reduce opportunities for carriers to utilize risk selection strategies; and that allow for better access to more cost effective care.
6. Developing standards that do not create provider monopolies or otherwise require a carrier to contract with any specific provider.
7. Proposing standards for appointment waiting times, utilizing NCQA/URAC standards whenever possible
8. Assisting the Department in considering additional factors related to network adequacy standards
9. Providing public monthly updates to the NHID network adequacy work group
10. Developing the template or reporting instructions carriers are required to file with the NHID to obtain network adequacy approval
11. Drafting language to be used in the administrative rule

After reviewing the bid responses, the Commissioner selected the Compass Health Analytics, Inc. proposal as the most responsive to the Request for Proposals (RFP). The Request for Proposals was posted on the Department's website January 9, 2015 and sent to past bidders for Department contract work and companies doing work in this field. Four bids were received. Bids were evaluated by Department staff familiar with the project goals using a scoring system included in the RFP.

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

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

Respectfully submitted,


Roger A. Sevigny

RRG-403 PROPOSALS EVALUATIONS

Evaluation Committee members: Tyler Brannen, David Sky, Michael Wilkey, Alain Couture, Martha McLeod, Jennifer Patterson

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

On February 10, 2015 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 (25% or points)	CONTRACTOR EXPERIENCE & QUALIFICATIONS (25% or points)	PLAN OF WORK (30% or points)	Bid Price- BUDGET AMOUNT	COST (20% or points)	TOTAL SCORE (100% or Points)	Score without \$\$\$	NOTES
RFP 2015-RRG-403 Network Adequacy								
Compass Health Analytics	22.67%	21.67%	26.33%	\$192,800	18.67%	89.33%	70.67%	
Freedman HealthCare	22.33%	21.00%	25.33%	\$195,142	17.67%	86.33%	68.67%	
Public Consulting Group	22.67%	21.00%	24.67%	\$200,000	16.00%	84.33%	68.33%	
Milliman, Inc	19.33%	18.33%	26.67%	\$198,800	16.00%	80.33%	64.33%	

Subject: Compass Health Analytics -- Network Adequacy Standards

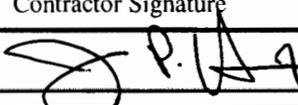
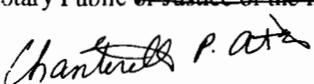
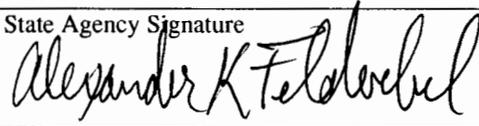
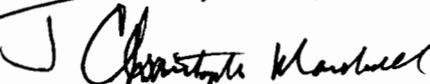
RECEIVED BY
NH INSURANCE DEPT

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows: **FEB 19 2015**

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, 2nd Floor, Portland, ME 04101	
1.5 Contractor Phone Number 207-541-4900	1.6 Account Number 	1.7 Completion Date March 31, 2016	1.8 Price Limitation \$192,800
1.9 Contracting Officer for State Agency Alexander Feldvebel, Deputy Commissioner		1.10 State Agency Telephone Number 603-271-7973	
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 Maine , County of Cumberland On February 17, 2015 , 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 Chanterelle P. Atkins Director of Administration			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Alexander K. Feldvebel, Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Asst AG On: 2/24/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials 
Date 2/17/15

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials 
Date 2/11/15

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

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

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

Agreement with Compass Health Analytics, Inc. Network Adequacy Standards

Exhibit A

Scope of Services

The consultant's primary responsibility will be to perform consulting services for the NHID relating to its development of updated network adequacy standards. Specific responsibilities of this vendor include:

1. Identifying services that fall into the four categories used in the model
 - a. core services (which must be in the closest proximity),
 - b. common services,
 - c. specialized services, and
 - d. highly specialized services (which may permissibly be farthest away)
2. Identifying each service included in the network adequacy standard by CPT code
3. Identifying highly specialized and resource-intensive services that may be performed infrequently, but are appropriate for inclusion in the network adequacy standard to ensure that reasonable access is offered
4. Assisting NHID in developing standards for geographic access
5. Developing requirements that: permit the use of telemedicine in satisfying network adequacy standards, reduce opportunities for carriers to utilize risk selection strategies, and allow for better access to more cost effective care.
6. Developing standards that do not create provider monopolies or otherwise require a carrier to contract with any specific provider.
7. Proposing standards for appointment waiting times, utilizing NCQA/URAC standards whenever possible
8. Assisting the NHID in considering additional factors related to the network adequacy standards, including: federal requirements for exchange products; consequences for non-compliance; use of marketing restrictions; public disclosure requirements; carrier-proposed alternatives to ensure access to care; differing needs of communities; impact on premiums of the network adequacy requirements; local availability of services; effective use of the NHID-initiated network adequacy workgroup; carrier network disclosure requirements; and NH Certificate of Need and development of a state health plan
9. Providing public monthly updates to the NHID network adequacy work group
10. Developing the template or reporting instructions carriers are required to file with the NHID to obtain network adequacy approval
11. Drafting language to be used in the administrative rule
12. Work set out in response to the RFP (attached)

Contractor Initials:


Date:
2/17/15

Proposal to the
State of New Hampshire Insurance Department
for Consulting Services Relating to
Network Adequacy Standards
NHID RFP 2015-RRG-403

February 2, 2015

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



Table of Contents

1. Introduction.....	1
2. Primary Expertise Relevant to the RFP	1
3. Other Experience and Credentials.....	5
3.1. Other firm experience	5
3.2. Staff credentials	7
3.3. Conflicts of interest.....	10
3.4. References.....	10
4. Project Approach	10
4.1. Problem statement	10
4.2. Approach.....	11
4.3. Potential data limitations.....	12
4.4. Assistance from NHID	13
5. Cost and Timeframe Proposal	13
Appendix A: Resumes	16
Appendix B: References	24

1. Introduction

Compass Health Analytics, Inc. is pleased to submit this proposal in response to the Request for Proposals from the State of New Hampshire Insurance Department (NHID) to provide consulting services to support analysis of claim data and geographic standards related to insurer network adequacy and to develop language for an updated set of rules.

Compass provides consulting services on actuarial, financial, economic, and data management issues to state and county 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 skills and 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 the RFP

Compass specializes in analysis of health care data, ranging from actuarial and financial analysis to outcomes analysis to economic analysis supporting policy makers. We provide services supporting analysis, including processing and managing health care data and designing and operating decision support environments. That work has provided substantial experience with insurance data analysis, regulatory interpretation, and the interpretation, design, and specification of reports.

With our experience in New Hampshire health insurance issues and data, we are well-positioned to assist the Department. Our experience covers the key areas laid out in the RFP:

- Health care data analysis, particularly of claim data
- The NH multi-payer claim database, and the benefits/challenges of multi-payer claim databases in general
- Data supporting NHID processes
- The NH health care policy landscape
- NH insurance and provider markets
- Regulatory content and process
- Reporting specification

The following paragraphs summarize these qualifications.

Health care data

Data analysis is at the core of much of Compass's work. Whether we are establishing data infrastructure to support actuarial work and financial planning, or working with claim data to support outcome analysis, we pay special attention to data design and specification.

We include in this not only quantitative analysis, but the technical and process work that goes with it. We have extensive experience with the technical structure of most claim and other health insurance data and the data quality issues often present. We have staff with the technical skills needed for formal data design and programming and the related ability to understand and write database specifications.

In particular, we have extensive expertise in analyzing, storing, and processing insurance claim data. We maintain a claim data warehouse for a non-profit insurer client and have designed others. We act as a trusted third party in creating and publishing a de-identified claim data warehouse for members receiving physical health coverage from one carrier and behavioral health coverage from another. In our role, we employ matching algorithms to find the common members, transform the disparate data feeds into a common layout, and use a proprietary de-identification algorithm to publish a dataset with no protected health information.

In addition to our experience working with large claim data sets we also have expertise in three data elements key to this project.

- Health care provider data
- Health care service data
- Geographic data

Compass staff have worked extensively with health care provider data. In a prior role, one of our staff members was a key member of a team that built a system designed to evaluate provider efficiency and quality using claim data. Doing so required working with provider data from a variety of health plans. From this work, we are very familiar with the challenges of provider data, such as identification of individual practitioners, linking between providers and groups, and handling providers with multiple locations or types of services/specialties.

We have worked extensively with the code sets that support health care data – diagnosis and the full set of services codes including CPT, other HCPCS, and NDC codes. In addition to our data warehouse work, we have performed numerous analyses requiring categorization of sets of codes, including recently numerous mandated benefit reviews. We maintain current reference material for these and similar code systems.

We have staff who have worked on projects requiring the integration of geographic data and traditional health care data. In one engagement helping to support a New England health system applying to the CMS Pioneer ACO Pilot program our staff member performed a market share analysis required by the FTC. The analysis involved developing an algorithm that used publicly available zip code boundary files along with empirically-derived population estimates to identify

primary service areas, comprised of the minimum number of contiguous zip codes needed to cover a specified percentage of the system's total members. This algorithm was then applied to several types of health care services in order to assign service-specific primary service areas.

Experience with NHCHIS and other all-payer data

Compass staff have extensive experience with all-payer claim data. We have recently worked, hands-on, with all-payer data for New Hampshire and Massachusetts, and are familiar with the strengths (and weaknesses) of that type of source. In addition, Compass completed an engagement assisting another contractor in evaluating the utility of the Vermont all-payer database for rate review and other regulatory processes. In prior positions, Compass staff have extensive experience with other all-payer databases, including Maine's.

Experience with data supporting NHID processes

Compass has worked on several recent, related analyses supporting the NHID, including assisting with the supplemental reporting process and analyzing health insurance cost drivers. Through this work, Compass has become familiar with the major sources of data available to the Department, including the supplemental filings themselves and the "raw" claims data available through NHCHIS, and the differences among various sources.

This mirrors work Compass has performed in other states, for example in Vermont, where Compass assisted with a study to evaluate the potential for using all-payer claim data to assist the regulating agency in rate review and other functions.

New Hampshire health care 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 potential 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.

New Hampshire insurance and provider markets

As in the above, Compass has recently completed work that involved gaining a comprehensive knowledge of the New Hampshire health insurance system. In addition, Compass has 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.

Compass provided actuarial analysis for the New Hampshire HealthFirst product, a small employer health coverage option. Over the course of several months, Lisa Kennedy and Jim Highland worked

as part of a team with two other consulting organizations, and met regularly with the other team members and staff from NHID. Compass helped conduct public meetings which included members of the Legislature, employers, and carriers, and presented to the HealthFirst Advisory Committee.

Finally, in a prior role one of our staff members 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.

Regulatory and legal interpretation

Compass actuaries, in their past roles at private insurers, as well as in their current work, have become familiar with the structure and content of insurance laws and regulations, including those of New Hampshire. For example, in recent work with NHID we familiarized ourselves with the regulations governing supplemental reporting.

Compass staff are familiar with the legislative process. We frequently have to parse legislative language and follow the progress of bills. Staff members have worked with state agency and legislative staff to review the interpretation of pending bills, and have occasionally advised staff on technical amendments. Compass has assisted in drafting reporting requirements for insurers enforced through the regulatory process, but has not drafted regulations per se. However, we are familiar with regulatory drafting standards. We would expect to work closely with, and be guided by, NHID counsel through the intricacies of the regulatory process relevant to this RFP. Compass staff members include one with a formal legal education (though no New Hampshire license).

More importantly, Compass has experience working with the legislative and regulatory environment and with state agencies on matters that involved potential conflicts among stakeholders. Compass president Jim Highland has served on government committees that include legislators and has participated or led efforts to analyze public policy matters for government entities, recently assisting New Hampshire with developing recommendations for health care provider payment reform.

Technical reporting

Compass has experience in following, developing, and executing technical reporting instructions and requirements. Many, if not most, of our clients devise, or are required to produce, reports to meet legal or regulatory requirements. We have developed reports and the data processing environments supporting them, required of insurer clients by regulatory and government-payer agencies. In working with insurance departments in New Hampshire and elsewhere, we have had to dig deep into the specifications of reports required of regulated carriers.

Project management of data projects

Compass has managed data design and specification projects, including negotiating the scope of the effort and specifying the general project approach and specific tasks.

3. Other Experience and Credentials

3.1. Other firm experience

Compass employees bring to Compass and its clients wide-ranging and technically-advanced cumulative experience in the healthcare industry. In the sub-sections below we discuss our experience in the following areas:

- New Hampshire and federal health insurance laws
- Insurance markets and trends
- Benefit mandate reviews
- Delivery of health care services, including behavioral health, dental care and alternative health care providers
- Factors influencing health status
- Working with state governments
- General health care financing

The sub-sections below also contain a summary of our staff credentials. Compass often finds itself working on projects collaboratively with clients and other consultants. Compass brings to its engagements solid communication and teamwork skills, a focus on client needs, and a demonstrated ability to work with both industry and regulatory personnel.

New Hampshire and federal health insurance laws

With recent work on the NHID process and data sources, Compass staff have accumulated a working knowledge of New Hampshire insurance laws and regulations, particularly those related to rate review.

As needed, Compass has accumulated knowledge of the ACA and other federal health insurance requirements, ranging from provisions that interact with state health insurance benefit mandates (for example, new requirements for minimum coverage for preventative care) to the impact of the ACA on state-level rate review standards. We assisted the Maine Bureau of Insurance in reviewing filings insurers made to conform to new ACA requirements.

Insurance markets and medical trends

Compass's practice requires its staff to stay informed about current trends in medical costs and to apply that knowledge in much of its work, 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 recently on ACO planning efforts in Maine and New Hampshire, the latter

developing guidelines for ACO contracting among the largest health systems and insurers in the state.

Benefit mandate reviews

Compass has extensive experience in reviewing the potential impact of mandated health insurance benefits on commercial premiums. Such analysis requires a combination of legislative and regulatory analysis, a thorough familiarity with service data (codes) reflected in insurer claims, the capability to manage and work with large claim data sets such as APCDs, and actuarial skills, including the ability to project member/patient populations.

Compass has conducted numerous such prospective studies, mostly in Massachusetts, and has also completed two quadrennial assessments of the cost of all existing health insurance mandates in Massachusetts. All of these projects required coordination with the major carriers and other constituencies in Massachusetts in an environment in which opinions about the issues being analyzed are divergent and often contentious.

Delivery of health care services

Compass has a solid general knowledge of the health care delivery system. We have particular expertise with the delivery of behavioral health services, gained from long-term relationships with Medicaid behavioral health MCOs; we have done extensive actuarial and clinical analysis with data from those clients. We have some knowledge of the delivery of dental services, with one of our staff, in a prior role, having worked on a new dental insurance product launch in New Hampshire.

Finally, we also have experience with alternative health care providers. We recently completed a study for the NHID on the costs associated with chiropractic and physical therapy services. In addition, we have done benefit mandate studies which required us to research and understand services delivered by alternative providers.

Factors influencing health status

Compass staff have experience with a variety of risk adjustment methods and techniques. As part of a recent chiropractic and physical therapy study for the NHID, Compass used CMS's publicly available Hierarchical Condition Categories (HCCs) to risk adjust cost analyses between members who had received chiropractic or physical therapy services and those who had not. Our staff have extensive experience with this type of risk adjustment modeling in other settings as well. We have also used the CDPS risk adjustment system when working with the behavioral health data of our clients.

Working with state governments

Compass has extensive experience working for state government clients and for nonprofit entities working with state government programs. Through the experience of our staff with insurance regulators in Maine, Vermont, New Hampshire, and Connecticut, Compass staff have learned the policies, procedures, and politics typical of state government health insurance regulation. We have

worked extensively with non-profit managed care organizations under contract to serve beneficiaries of state programs, interacting effectively and cordially with state personnel on insurance premium issues and negotiations.

Most importantly, 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 occasional contentiousness of the issues and environment, and the need to formulate and communicate conclusions carefully.

3.2. Staff credentials

Compass staff members Devin Anderson, Lars Loren, and Larry Hart, under the direction of Jim Highland, PhD, will provide the primary services outlined in this proposal. Other Compass staff will provide additional analytical, data processing, and other project support as needed.

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

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. In 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 served 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.

Lars Loren, JD

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

Devin Anderson

Mr. Anderson is an experienced consultant with a strong background in health care analytics and data warehousing solutions. Prior to joining Compass, he worked as a senior analyst for a large disease management company building data warehousing and analytic systems, performing financial and utilization analyses, and developing a system designed to evaluate provider performance in quality and efficiency. His work on the provider performance system involved developing statistical risk adjustment processes using hierarchical modeling structures and Bayesian estimation techniques, developing QC processes and evaluations of model performance and statistical reliability, and implementing complex quality and efficiency metrics such as “episode” grouping and standard HEDIS measures. At Compass, Devin acts as a lead developer implementing data warehouse solutions and performing custom analyses as well as providing subject matter expertise and analytical support for ACA-related activities, such as the Pioneer ACO

program and fraud, waste, and abuse detection. He also provides direction and oversight for Compass data design conventions, programming standards, documentation, and quality control.

Over his career Devin has worked on a wide range of analytical projects and has experience with several programming languages. He is an advanced SAS programmer with extensive experience using a broad range of statistical modeling procedures, macro language programming, and advanced data manipulation techniques such as hash tables.

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

Lawrence Hart

Mr. 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.

Andrea Clark, MS

Ms. Clark is an experienced consultant with expertise in developing and implementing economic, statistical, and financial analyses in the health care field, including extensive experience designing, managing, and analyzing large, complex databases. Prior to joining Compass, she was a consulting economist for a Big Five consulting firm, conducting projects ranging from litigation support for a pharmaceutical suit to assessing treatment effectiveness for the federal Substance Abuse and Mental Health Services Administration. At Compass, she carries out a variety of technical and actuarial data studies, including provider profiling, quality measurement studies, and population-based cost studies. Andrea is a Phi Beta Kappa graduate of Georgetown University in economics, and holds a Master of Science degree in economics from the University of Wisconsin.

Other staff

Other professional Compass staff are skilled and experienced in health care data issues and analysis and are available to support this project's work as needed. Compass is able to work with any data source, including raw operational system data, and manipulate it to produce analytical databases and computerized decision support models.

3.3. Conflicts of interest

Compass is not aware of any potential, or actual, conflicts of interest with respect to this procurement. Compass has recently engaged in other consulting projects with the State of New Hampshire Insurance Department. Compass recently assisted a large New Hampshire hospital system with financial analysis of potential risks and rewards related to its participation in a Medicare ACO program. Compass has among its clients no insurers in New England, although it does serve some employer groups in Maine.

3.4. References

See Appendix B for references.

4. Project Approach

4.1. Problem statement

The health care landscape is rapidly evolving owing to a variety of factors, including changes related to the ACA, industry-wide evolution in payment systems (especially away from fee-for-service), and changes in the mechanisms through which care is delivered. Delivery systems and system relationships are being restructured to provide better continuity, quality, and efficiency, while carriers pursue more selective contracting relationships with these same goals in mind. There is significant potential for negative repercussions with respect to access to services for some population components of New Hampshire, particularly in rural areas. The New Hampshire Insurance Department has recognized the need to proactively address these evolving issues, and has initiated a process to research and develop revised network adequacy regulations, which will be reflected in updating the existing administrative rule Ins 2701.¹ The regulations can be tailored to the unique challenges the state faces related to geography and distribution of health care resources.

Revised standards based on an empirically-driven classification of New Hampshire's specific geography and health care resources and utilization, along with consideration of current industry standards and trends, will better ensure network adequacy in both the short and long term. Our proposed approach for assisting the Department with this important task is addressed in the following section.

¹ "Network Adequacy Review of Comments, Revision of INS 2701 – Informal Working Group December 9, 2014." Network Adequacy Workgroup. Legal Information. NHID, Dec. 2014. Web. 9 Dec. 2014.

4.2. Approach

Compass will follow the approach laid out by the Department in the RFP as developed in their prior work on network adequacy. To the extent it is useful and consistent with the NHID's approach, we will draw on methods and principles from the extensive literature on network access.^{2,3}

1. Set engagement parameters.
 - Review with NHID staff the draft project plan
 - Determine project communication requirements, including primary contacts
 - Discuss protocols and procedures for responding to and incorporating feedback from the NHID network adequacy workgroup
2. Work with NHID to categorize specific codes and services into the conceptual framework proposed by the Department.
 - Work with NHID to assign services to one of the four categories (core, common, specialized, highly specialized)
 - Identify the specific codes that describe each of the above high level services. The majority of these will be CPT codes, but revenue or ICD 9 procedure codes might be more applicable for certain types of services
 - Use the NHCHIS database to inform decisions around selection of the specific codes for each high level service, working collaboratively with NHID to create the final list of codes to be included in the regulations
 - Work with NHID to present results and incorporate feedback from the network adequacy workgroup
3. Work with the Department to perform a geographic analysis of New Hampshire focusing on the community level and aggregating communities as appropriate.
 - We will make use of mapping software during this process and will overlay the community boundaries with areas that have historically provided each type of service base on data from the NHCHIS database
 - We expect to collaborate with NHID when setting community boundaries
 - We feel an important part of this process will be clearly specifying these designations longitudinally; that is, creating specifications in such a way as to account for potential changes in population demographics or health care resources over time
4. Create a comprehensive network adequacy model taking into account the categorization of CPT codes, geographic regions, and other factors as appropriate.
 - Work with NHID to determine the appropriate requirements within each specific region for each type of service category
 - Work with NHID to establish additional standards around waiting time and other appropriate measures
 - Take into account additional relevant information related to public infrastructure or emerging technologies such as telemedicine

² Higgs, Gary. "A literature review of the use of GIS-based measures of access to health care services." *Health Services and Outcomes Research Methodology* 5.2 (2004): 119-139.

³ Wang, Fahui, and Wei Luo. "Assessing spatial and nonspatial factors for healthcare access: towards an integrated approach to defining health professional shortage areas." *Health & place* 11.2 (2005): 131-146.

- As noted above, we believe the model will need to be specified in a way that will be able to handle changing demographics and health care resource distribution over time
5. Develop the reporting requirements for carriers to file with NHID for obtaining network adequacy approval.
 6. Draft the regulations to be submitted in the formal rulemaking process.
 - In advance of the development of the content, outline the regulatory concepts and structure, with aid/feedback from NHID
 - Draft the substance of the regulations
 - Work with NHID to determine appropriate responses to compliance and procedural issues
 7. Participate in the proceedings of the network adequacy workgroup. Compass anticipates playing a supporting role in such proceedings, but not taking a lead role in facilitating discussions or any deliberations.

4.3. Potential data limitations

At Compass, our analytic approach is highly empirical; we prefer to have evidence derived from data when making decisions. However we recognize that there are limitations inherent in health care data and occasionally, the information used for decision making needs to be more qualitative. We will seek NHID's guidance for most of the key decisions throughout this project but input from the NHID will be particularly important when decisions are qualitative rather than quantitative.

We anticipate the following areas potentially being difficult to empirically derive from the NHCHIS data.

- Relationships among providers
- Longitudinal view of service availability and provider relationships

In Compass's experience with health care provider data, it is extremely rare to have complete and accurate information capturing relationships between providers. To the extent this type of information is needed, we will likely need to rely on additional sources of data.

Additionally, administrative health care data is excellent at providing snapshots in time of available services by location but is significantly less accurate in providing up-to-date, longitudinal views of all available services. Most databases by themselves do not capture changes in availability of services or changes in the relationship between providers over time. Examples of this include significant lag times before learning about new provider locations or availability of new types of services at a specific location (e.g., a practice buying purchasing a new MRI machine) as well as incomplete data on affiliations between provider entities. Whenever we are taking into account pieces of information that are likely to change over time we may require guidance from NHID on how to handle the data in the model.

4.4. Assistance from NHID

Compass always works with its clients in a collaborative manner, but we expect this project will require a particularly robust partnership with NHID.

- NHID will review the project scope and plan with Compass, including the scope of the quantitative analysis.
- We are comfortable with the empirical aspects of the network adequacy model, but we expect any qualitative assessments or decisions in support of the model would be made in collaboration with NHID. Assignment of services to categories, defining geographic boundaries, and the relationship between the two will require several rounds of feedback.
- We expect to work closely with NHID counsel on the regulatory process and the content of proposed regulations. For example, we expect proposals on handling of compliance issues would be made by NHID with support from Compass. We would expect to outline the regulatory structure even before the precise content is developed.
- Managing the expectations of stakeholders in the workgroup and other forums will require active consultation.
- NHID staff time will be required for typical client-side project status and review tasks.

5. Cost and Timeframe Proposal

Timeframe

We will begin by reviewing the project timeframe with NHID and amend it as necessary. For purposes of planning under this proposal, we will assume the project will begin in early March, and that NHID will be able to provide updated NHCHIS and other relevant data in the month of March.

Assuming work begins in March, we suggest the following summary timeline.

Task	Timeframe
Initial Project Review w/ NHID	Early March
Receive any necessary data updates (NHCHIS extracts, etc.)	By March 20th
Agree w/ NHID on preliminary list of services in "core" category	By March 20th
Create preliminary list of CPT codes for each service in "core" category	By March 27th
Use NHCHIS data to assess completeness of preliminary CPT code list for each "core" service	By April 6th
Monthly Presentation to NHID network adequacy workgroup w/ focus on project review and work-to-date on "core" services	By April 10th
Work w/ NHID to create revised list of CPT codes for each "core" service incorporating data findings and workgroup feedback	By April 17th
Agree w/ NHID on preliminary list of services in "common" category	By April 17th
Agree w/ NHID on preliminary list of services in "specialized" category	By April 17th
Agree w/ NHID on preliminary list of services in "highly specialized" category	By April 17th
Create preliminary list of CPT codes for each service in "common" category	By April 24th
Create preliminary list of CPT codes for each service in "specialized" category	By April 24th
Create preliminary list of CPT codes for each service in "highly specialized" category	By April 24th
Use NHCHIS data to assess completeness of preliminary CPT code lists for each "common", "specialized" and "highly specialized" service	By April 30th
Monthly Presentation to NHID network adequacy workgroup w/ focus on review of CPT lists for all services and relationship w/ NHCHIS data	By May 8th
Work w/ NHID to create revised list of CPT codes for all services incorporating data findings and workgroup feedback	By May 15th
Present preliminary geographic divisions to NHID	By May 29th
Monthly Presentation to NHID network adequacy workgroup w/ focus on review of geographic divisions	By June 5th
Present preliminary network adequacy recommendations for geographic divisions by service type to NHID	By June 17th
Present revised network adequacy recommendations for geographic divisions by service type incorporating NHID feedback and additional data such as transportation infrastructure	By June 26th
Incorporate additional standards such as waiting times and other NCQA/URAC-like measures into the model	By July 2nd
Work w/ NHID on finalizing the model, taking into account issues such as non-compliance, exceptions/waivers, network disclosure requirements, etc.	By July 10th
Develop reporting instructions carriers are required to file	By July 17th
Initial draft of proposed regulations for network adequacy	By July 31st
Revised draft of proposed regulations for network adequacy	By August 14th
Finalize and submit network adequacy rules and regulations as part of the formal rule-making process	By August 28th
Additional support during formal rule-making process	September 1st thru February 28th

Maintaining this, or any, timeline will depend on the start date of the project and the availability of NHID staff.

Cost estimate

Based on the above work plan and timeframe we estimate the following fees at the indicated rates.

<u>Project Segment</u>	<u>Title</u>	<u>Hourly Rate</u>	<u>Budgeted Hours</u>	<u>Total Cost</u>
Service Categorization	PhD Economist	\$275.00	10	\$2,750.00
	Project Manager	\$200.00	40	\$8,000.00
	Director, Analytic Systems	\$185.00	100	\$18,500.00
Geographic Analysis	PhD Economist	\$275.00	10	\$2,750.00
	Project Manager	\$200.00	40	\$8,000.00
	Director, Analytic Systems	\$185.00	100	\$18,500.00
Create Comprehensive Model	PhD Economist	\$275.00	20	\$5,500.00
	Project Manager	\$200.00	40	\$8,000.00
	Director, Risk Consulting Services	\$200.00	40	\$8,000.00
	Director, Analytic Systems	\$185.00	100	\$18,500.00
Create Technical Reporting	PhD Economist	\$275.00	20	\$5,500.00
	Project Manager	\$200.00	20	\$4,000.00
	Director, Risk Consulting Services	\$200.00	40	\$8,000.00
	Director, Analytic Systems	\$185.00	20	\$3,700.00
Draft Regulations	PhD Economist	\$275.00	20	\$5,500.00
	Project Manager	\$200.00	40	\$8,000.00
	Director, Risk Consulting Services	\$200.00	80	\$16,000.00
	Director, Analytic Systems	\$185.00	40	\$7,400.00
Formal Rulemaking Support	PhD Economist	\$275.00	20	\$5,500.00
	Project Manager	\$200.00	80	\$16,000.00
	Director, Risk Consulting Services	\$200.00	40	\$8,000.00
	Director, Analytic Systems	\$185.00	20	\$3,700.00
Service Categorization			150	\$29,250.00
Geographic Analysis			150	\$29,250.00
Create Comprehensive Model			200	\$40,000.00
Create Technical Reporting			100	\$21,200.00
Draft Regulations			180	\$36,900.00
Formal Rulemaking Support			160	\$33,200.00
	PhD Economist	\$275.00	100	\$27,500.00
	Project Manager	\$200.00	260	\$52,000.00
	Director, Risk Consulting Services	\$200.00	200	\$40,000.00
	Director, Analytic Systems	\$185.00	380	\$70,300.00
Total			940	\$189,800.00

We expect to be very near the RFP cap based on our rates and expected hours to complete. Our rates are all-inclusive except for travel expense and any clearly special expenses (such as purchasing a data file for use in the project) approved by the client. Even if we assume two trips per month to Concord for the duration of the project, travel expenses should not exceed \$3,000.

Appendix A: Resumes

James P. Highland, PhD, MHSA

Lars Loren, JD

Devin Anderson

Lawrence Hart

Andrea Clark, MS

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

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 and managed improvement projects and advised on technology selection. Managed system development projects for MCO and disease management firms and designed related databases, including enterprise data warehouse. 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 health care 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

DEVIN H. ANDERSON

Professional Experience

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

Director, Analytic Systems

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

Senior Programmer/Analyst

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

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

Senior Programmer/Analyst, Provider Solutions Department

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

Programmer/Analyst, Health Care Data Analytics Department

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

Technical Expertise

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

Education

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

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 22 associates in 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 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
Page 2

Education

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

Boards and Committees

Professional

- Blue Cross and Blue Shield Actuarial and Underwriting Committee (District I) (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)

ANDREA L. CLARK

Professional Experience

- 2002-present **Compass Health Analytics, Inc., Portland, ME**
Senior Economist
Conduct quantitative research on various health care topics, with a primary focus on behavioral health in the public sector and topics in health care reform. Oversee preparation of Medicaid managed care capitation rate bids for clients covering over 800,000 combined lives, including coordinating clinical and actuarial input. Perform complex financial and quality assessment analyses on health insurance claims and other client data. Manage programming staff in monthly production of multi-million record data warehouse for a managed care organization and production of inputs to actuarial analysis.
- 1997-2002 **PricewaterhouseCoopers LLP, Washington, DC**
Senior Associate
Developed and implemented economic, statistical, and financial analyses in a variety of fields, including health care and consumer credit. Managed multiple-track analyses of opposing party data. Supervision of staff in implementing complex analyses.
Associate
Responsible for management and analysis of large databases. Developed and implemented econometric analyses of outcomes in employment discrimination, fair lending, and anti-trust matters.
- 1996-1997 **Klemm Analysis Group, Inc., Washington, DC**
Economist
Performed data management and analysis for litigation support and government clients, including analysis of the National Household Survey on Drug Abuse for the Substance Abuse and Mental Health Services Administration (SAMHSA).

Technical Expertise

Advanced SAS applications developer, working comfortably in a variety of platforms.
Experienced database manager; expert in the management and analysis of large databases.
Familiar with SQL and VB.

Education

M.S., The University of Wisconsin, Economics, 1996
B.S.F.S., Georgetown University Economics, *magna cum laude*, Phi Beta Kappa, 1994

Appendix B: References

Catherine West
Director of External Research Partnerships
Massachusetts Center for Health Information Analysis
617-701-8149
catherine.west@state.ma.us

Eric Cioppa
Superintendent
Maine Bureau of Insurance
(207) 624-8426
Eric.A.Cioppa@maine.gov

Richard H. Diamond, FSA, MAAA
Former Actuary – HMO Rate Review
Maine Bureau of Insurance
Now Consulting Actuary
207-728-0120
rickdiamond99@gmail.com

**Agreement with Compass Health Analytics, Inc.
Network Adequacy Standards**

**Exhibit B
Contract Price, Price Limitations and Payment**

Total compensation under this contract with Compass Health Analytics, Inc. ("Compass") shall not exceed \$192,800, including travel.

Compass shall present an itemized invoice 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 service, and a description of the service provided. The Department will pay such invoices for services with 30 days of receipt.

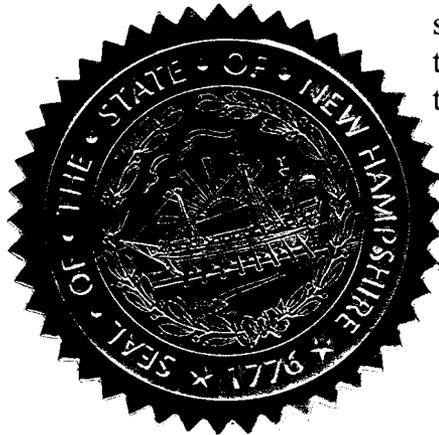
Contractor Initials:


Date:
2/1/5

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 4th day of February, A.D. 2015

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

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 February 11, 2015.

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

Network Adequacy Standards services.

RESOLVED: That the President, James P. Highland,
(Title of Contract Signatory)

is hereby authorized on behalf of this 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/she 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 11th day of February, 2015.
(Date Contract Signed)

4. James P. Highland is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

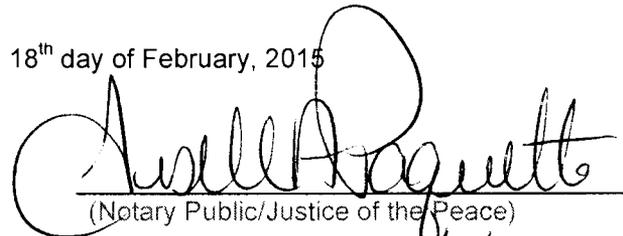

Arnold C. Macdonald, Clerk

STATE OF MAINE

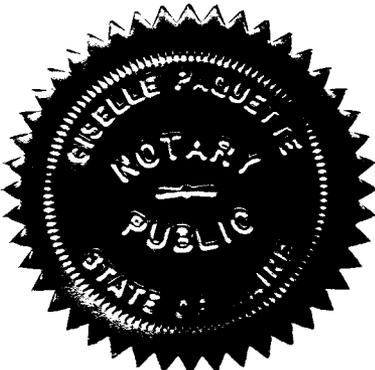
County of Cumberland

The forgoing instrument was acknowledged before me this 18th day of February, 2015

By Arnold C. Macdonald, Clerk


(Notary Public/Justice of the Peace)

Commission Expires: 11/7/20
GISELLE PAQUETTE
NOTARY PUBLIC
CUMBERLAND COUNTY
MAINE
MY COMMISSION EXPIRES NOVEMBER 7, 2020



STANDARD EXHIBIT I

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

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

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

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

(2) Use and Disclosure of Protected Health Information.

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

NH Insurance Dept.
The State
Alexander K. Feldvebel
Signature of Authorized Representative
Alexander K. Feldvebel
Name of Authorized Representative
Deputy Commissioner
Title of Authorized Representative
2-19-15
Date

Compass Health Analytics, Inc.
Name of the Contractor
J. P. Highland
Signature of Authorized Representative
James P. Highland
Name of Authorized Representative
President
Title of Authorized Representative
2/17/15
Date