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The State of New Hampshire
Insurance Department
21 South Fruit Street, Suite 14
Concord, NH 03301

Christopher R. Nicolopoulos
Commissioner

David J. Bettencourt
Deputy Commissioner

May 31, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract with Berry Dunn McNeil & Parker, LLC. (Vendor #254300) of Portland, ME in the amount of $339,500, to maintain the Department's price transparency website known as NH HealthCost, effective upon Governor and Council approval for the period of July 1, 2023, through June 30, 2028. 100% Other Funds.

Funding is anticipated to be available, in account Administration, for Fiscal Years 2024, 2025, 2026, 2027 and 2028 contingent upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

02-24-24-240010-25200000-Administration

State FY	Class-Account	Class Title	Amount
2024	102-500731	Program Services	$61,000
2025	102-500731	Program Services	$64,000
2026	102-500731	Program Services	$71,500
2027	102-500731	Program Services	$71,500
2028	102-500731	Program Services	$71,500
		Total	**$339,500**

EXPLANATION

NH Healthcost (RSA 420-G:14-a) is free, trusted website created by the NH Insurance Department connecting over 250,000 people/year to information on health care and insurance. The public service website compares costs for more than 250 common medical and dental services including MRIs, CT scans, mammograms, x-rays, ultrasounds and emergency room visits. Additionally, citizens are able to compare quality scores among hospitals across the state, and compare benefits using interactive, customizable tools for small and large employers, and their employees and families.

The consultant shall use the all-payer claims database (NH CHIS) to derive precise and accurate cost estimates of commonly performed medical and dental services performed historically among the State's commercially insured. Additionally, the contractor is responsible for creating a series of interactive graphical dashboards reporting (4) various prescription drug price parameters. A more detailed description of the scope of services may be found in the submitted packet—for the Council's review.

The Request for Proposal was posted on the Department's website in January 2023 and sent to past bidders for Department contract work and companies doing work in this field. Two proposals were received. The proposals were evaluated by NHID staff familiar with the project goals using a scoring system described in the RFP. After reviewing the response, the Commissioner selected the Berry Dunn proposal as the highest scoring bidder.

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

Respectfully submitted,

P.J. Patten (for the Commissioner)

Christopher Nicolopoulos

Rankings of Proposals Received for RFP

Analytic Consulting Services to Support NH HealthCost website

NHID Reviewers: Jason Aziz, Jason Dexter, Alexander Feldvebel, Christopher Nicolopolous

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Vendor Name	**Ranking**
Berry Dunn	1
Human Services Research Institute	2

RFP/VENDOR	Contractor meets Specific Skills needed (30%)	Contractor meets qualifications and related experience (30%)	Timeframe and Work Plan (30%)	Bid Price-BUDGET AMOUNT	Bid Price (Derivation of Cost) (10%)	TOTAL SCORE (100% or Points)	NOTES
2023 NH Healthcost Analytic Consulting Services RFP							
HSRI	25	30	30	$337,875	10		**95**
Berry Dunn	30	30	30	$339,500	9		**99**

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 South Fruit Street Concord, NH 03301	
1.3 Contractor Name Berry Dunn McNeil & Parker, LLC		1.4 Contractor Address 2211 Congress Street, Portland, ME 04102	
1.5 Contractor Phone Number (860) 781-3158	1.6 Account Unit and Class 02-24-24-240010-25200000	1.7 Completion Date 06/30/2028	1.8 Price Limitation $339,500
1.9 Contracting Officer for State Agency Jason Aziz		1.10 State Agency Telephone Number (603) 271-4191	
1.11 Contractor Signature Date: 05/01/2023		1.12 Name and Title of Contractor Signatory Jennifer Elwood, Principal	
1.13 State Agency Signature Date: 05/11/2023		1.14 Name and Title of State Agency Signatory Chris Nicolopoulos, Comm.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Christopher Bond		On: 5/15/23	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials JE
Date 05/01/23

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials JE
Date 05/01/23

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials JE

Date 05/01/23

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 with respect to the subject matter hereof.

Contractor Initials JE

Date 05/01/23

Agreement with BerryDunn
New Hampshire Comprehensive Health Information System (NHCHIS)
Analytic Consulting Services to Support NH HealthCost Website

Exhibit A:
Special Provisions – Modifications, Additions, and/or Deletions to Form P-37

I. *Ownership and Use of Documents.* All work product, reports, work papers, records, files, documents, schedules, computations, data, and correspondence created by or in the possession or control of Contractor or its sub-consultants and related to the Scope of Services to be provided, including those in electronic format, whether complete or incomplete, shall be the exclusive property of the Department.

II. *Security and Confidentiality:* Contractor and its sub-consultants shall comply fully with all security procedures of the Department (or that bind the Department) in performance of this agreement. With respect to any information supplied in connection with this Agreement and designated as confidential, or which Contractor and its sub-consultants should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure, Contractor and its sub-consultants agrees to protect the confidential information in a reasonable and appropriate manner, and use and reproduce the confidential information only as necessary to perform its obligations under this Agreement and for no other purpose. Without express written consent of the Department, Contractor and its sub-consultants shall not divulge to third parties any confidential information obtained by Contractor or its agents, sub-consultants, officers, or employees in the course of performing work under this Agreement and/or the Scope of Services, including but not limited to security procedures, business operations information, or commercial proprietary information in the possession of the Department. To ensure confidentiality, Contractor shall take appropriate steps as to its personnel, agents, peer reviewer(s), and sub-contractors. Contract shall comply with the terms of the Data Share Agreement in Exhibit D. The provisions of this paragraph shall survive this Agreement.

III. *Public Records:* Contractor and its sub-consultants shall consult with the Department and obtain Department approval before disclosure of any records except as expressly provided for in this Agreement and the Scope of Services. If Contractor or its sub-consultants receives a request for records or a subpoena, Contractor shall furnish copies of the request and of any records in its possession and its sub-consultants possession that are responsive to the request to the Department. The Department will either defend the request or produce any public records or subpoenaed records to the requesting party, if any of the records are determined to be subject to disclosure. In the event that a judge in a court of competent jurisdiction orders Contractor or its sub-consultants to produce

records in its possession directly to a court or other party, Contractor and its sub-consultants shall comply with the order and shall furnish a copy of any records produced to the Department.

IV. *Indemnification:* The Department shall not be liable for any actions of BerryDunn that fall outside the scope of duties in the performance of this Agreement and Scope of Services. The Department does not indemnify BerryDunn for any liability and does not waive sovereign immunity. BerryDunn shall be liable to the Department for loss, cost, damage, or expense sustained through professional malpractice, bad faith, intentional acts or gross negligence by BerryDunn, but only to the extent of payment for services performed pursuant to this Agreement. The Department shall not be liable for any costs incurred by BerryDunn arising under this paragraph. The terms within this paragraph shall survive the termination of this Agreement.

Contractor initials: JE

Exhibit B – Scope of Services

BerryDunn shall support the NHID in maintaining the NH HealthCost website, and shall perform the following functions:

1. Maintain SAS code used to produce the cost estimates and other information available on NH HealthCost. This may include sections with obsolete Current Procedural Terminology\Healthcare Common Procedure Coding System (CPT/HCPCS) codes or SAS codes that needs updating to address changes in provider billing patterns. BerryDunn will also review the SAS code on an ongoing basis to identify inefficiencies that can be improved to make the programs more robust with data anomalies, improve processing speed, and reduce unnecessary complexity so that other potential users of the programs can do so without relying on the NHID for support. Documentation of the code, logic, and process will be provided as needed to supplement and enhance the relatively limited instructions provided by earlier vendors supporting the initiative.
2. BerryDunn will work with the NHID as needed to make changes so that new services can be added, and rates can be produced as efficiently, accurately, and timely as possible. These changes may include adjustments to the rate calculation methodology, changing "bundled" services to the unbundled approach, or general revisions to the methods of developing rate estimates. Advising NHID on improving the reporting compliance and accuracy in the NH CHIS.
3. Support the continued use of a population-based risk adjustment tool for determining "typical patient complexity" in the HealthCost output. Options for the NHD will be to continue using the existing version of Chronic Illness and Disability Payment System (CDPS), identifying and incorporating another risk adjustment tool that can be obtained without a fee, or updating the CDPS version used in HealthCost to the current version offered by the University of California San Diego. BerryDunn will contribute up to $1,000 annually toward a license for the current version if that option is pursued.
4. BerryDunn will update on an annual basis the CMS data used to report on health care quality on NH HealthCost.
5. Using the NHCHIS and SAS, BerryDunn will produce interactive tables reporting the 50 most frequently prescribed drugs, the 50 most expensive drugs, and the 50 drugs with the highest year-over-year cost increases. An interactive graphical dashboard will be created and updated annually for each parameter, and BerryDunn will also update the existing high-cost prescription drug dashboard (using Excel/Tableau) files. BerryDunn will work with the NHID to determine the frequency of updates to the high-cost prescription drug data, updating the data as frequently as on a quarterly basis.
6. BerryDunn will perform basic testing of the NHCHIS extracts twice a year, focusing on the fields most relevant to producing NH HealthCost rates.
7. BerryDunn will provide general support for efforts by the NHID to provide leadership with HealthCost and further the NHID's price transparency efforts. This support may include preparing staff for press interviews, presentations, forums, panel discussions, and testimony regarding legislation that may overlap with the HealthCost initiative.
8. BerryDunn will calculate updated NH HealthCost price estimates twice a year, and work with NHID vendors supporting the provider assignments and website hosting so that the rates can be loaded for public display according to the logic provided on the NH HealthCost website. Included in this process is spot checking the rates for accuracy and coordinating with the NHID so that NHID staff are updated on any issues identified and files circulated among vendors are also sent to the NHID.
9. Collaborating with the two vendors (currently, UNH-WMD and Helms & Co.) working on NH Healthcost to ensure timely coordination and outcome of refreshes to the NH Healthcost website.

JE
05/08/2023

Exhibit C - Contract price, Method, and Terms of Payment

BerryDunn has estimated the total hours and cost for the five-year term of the project and agrees to a $339,500 not-to-exceed amount. Hours billed are for work completed, and to the extent hours worked are lower, the amounts billed will be lower.

Staff/Role	Hourly Rate	Budgeted Total Hours	Total Cost
Principal and Consulting Actuary	$415	15	$6,225
Senior Health Economist/Engagement Manager	$360	200	$72,000
Senior Analytics Manager/Project Manager	$360	100	$36,000
Senior Data Manager	$360	50	$18,000
Senior Actuarial Analyst	$360	25	$9,000
Senior Economist/Manager	$300	300	$90,000
Senior Consultant	$300	310	$93,000
Analyst	$250	80	$20,000
Junior Analyst	$150	60	$9,000
Totals		**1,150**	**$353,225**
Total "Not to Exceed" Amount			**$339,500**

Invoices will be submitted to the NHID monthly, and contain the total number of hours and corresponding labor charges for each member of BerryDunn's team for the preceding calendar month. Hourly rates shall not exceed the rates above. Invoices will be submitted to the NHID electronically.

JE
05/08/2023

EXHIBIT D

The Contractor identified as Berry, Dunn, McNeil & Parker, LLC. 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, TitleXIII, 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 D, 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.

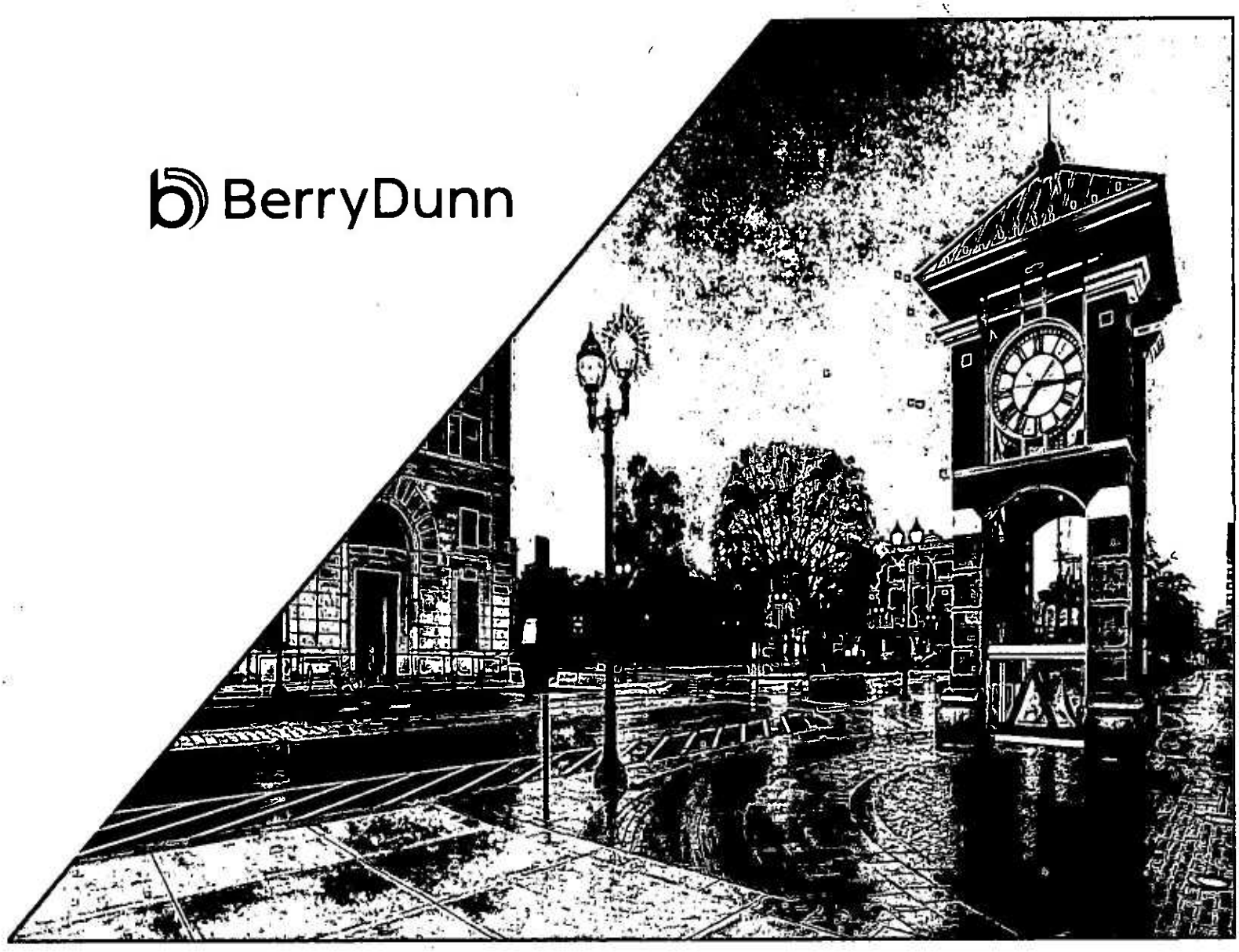
e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit D are declared severable.

f. Survival. Provisions in this Exhibit D 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 D.

New Hampshire Insurance Department	Berry Dunn McNeil & Parker, LLC
The State	Name of the Contractor
Jason Aziz	
Signature of Authorized Representative	Signature of Authorized Representative
Jason Aziz	Jennifer Elwood
Name of Authorized Representative	Name of Authorized Representative
Director of Health Economics	Principal
Title of Authorized Representative	Title of Authorized Representative
05/11/2023	05/01/2023
Date	Date

BerryDunn



Proposal For

New Hampshire Insurance Department

Analytic Consulting Services to Support NH HealthCost Website

BerryDunn
2211 Congress Street
Portland, ME 04102-1955
207.541.2200

Jennifer Elwood
Principal & Consulting Actuary
jelwood@berrydunn.com

Tyler Brannen
Senior Health Economist
tyler.brannen@berrydunn.com

Proposal Submitted On:

March 17, 2023

berrydunn.com

BerryDunn

Transmittal Letter

March 17, 2023

New Hampshire Insurance Department
21 South Fruit Street, Suite 14
Concord, NH 03301

Sent via email to: Jason.J.Aziz@ins.nh.gov

Dear Jason:

Berry Dunn McNeil & Parker, LLC (BerryDunn) is pleased to submit this proposal in response to the New Hampshire Insurance Department's (NHID's or the Department's) Request for Proposals (RFP) for NH HealthCost Analytics Consulting Services. As a long-standing partner and advisor to NHID, we are excited to bring the expertise of our Health Analytics team to meet your consulting needs.

Per Evaluation of Proposals, Section (D), we would like to discuss the following change to the P-37:

> *BerryDunn has a robust professional liability insurance policy for acts or omissions of BerryDunn, our agents, employees, and subcontractors. This policy contains language within it that states that it will not apply if BerryDunn takes on additional liabilities under contract, such as the agreement to indemnify a party for its own negligence, or a third party's negligence. In order to help ensure that our clients have the protection of this policy as requested in this RFP, we ask to clarify that the indemnification language attaches to situations where BerryDunn has failed to perform its obligations under contract. Our preferred language is: 'The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client against damages, liabilities, and costs arising from the negligent acts of the Consultant in the performance of professional services under this Agreement, to the extent that the Consultant is responsible for such damages, liabilities, and costs on a comparative basis of fault and responsibility between the Contractor and Client.'*

The attached proposal addresses our approach to the project, our relevant experience, and our expected timeline and proposed pricing.

Feel free to reach out to me at jelwood@berrydunn.com or 860.543.1865, or to Tyler Brannen at tyler.brannen@berrydunn.com or 207.221.2494. We are confident in our ability to serve the NHID and hope to work with you on this important effort.

Sincerely,

Jennifer Elwood, FSA, MAAA, FCA
Principal and Consulting Actuary

BerryDunn

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1 – Background and Experience

We offer a highly qualified team to support New Hampshire Insurance Department's (NHID) needs, with analytical, statistical, subject matter expertise, and a strong, long-standing working relationship with the Department.

Tyler Brannen will be serving as our engagement manager from BerryDunn. Tyler developed the methodology, programming, and the layout for presenting information on the NH HealthCost website. During his tenure at the NHID, he supervised the research, development, and maintenance of the website for 15 years. During this time, Tyler participated in presentations, forums, press interviews, and stakeholder meetings held between the NHID and audiences ranging from the NH Governor & Council, NH Business and Industry Association (BIA), Governor Schwarzenegger's Office, and academic researchers to health insurance carriers and health care provider groups. Tyler responded to media inquiries including from, but not limited to, the Wall Street Journal, CNN, Associated Press, New York Times, Time Magazine, and USA Today. The work he has done researching, developing, and defending the methods of translating detailed claims data from the New Hampshire Comprehensive Health Care Information System (NHCHIS) into consumer-friendly health care prices provides him with unique insight into this project that can applied as issues are raised or expectations for price transparency evolve and new opportunities develop. While the NH HealthCost website was expanded and modified based on feedback from interested parties, the rate estimation methodology for bundled procedures is unchanged from the original launch of the website on February 28, 2007.

BerryDunn's Health Analytics Practice Group possesses broad and deep experience in healthcare and health insurance markets, finance, operations, insurance regulation, and in managing healthcare data. Our team of healthcare data scientists are recognized experts in the management and analysis of state all-payer claims databases (APCDs), including deep and ongoing experience with the NHCHIS since 2008. Our team also includes credentialed healthcare actuaries—each of whom is a member of the American Academy of Actuaries and either a Fellow or Associate of the Society of Actuaries—and who work collaboratively with our team's health economists, data scientists, and policy analysts.

We continuously measure quality. We maintain and follow established quality assurance processes and conduct quality assurance checks throughout our work. By incorporating quality management into our daily work, we deliver only excellent products and services.

We are a stable and well-established firm. BerryDunn has been in business for 49 years and has grown consistently year after year, without a change in ownership. We have successfully completed numerous multiyear, high-profile engagements and have served the same clients for 5-, 10-, and 20-year durations. This stability gives our clients confidence when engaging BerryDunn to assist with large and complex projects.

1.1 – SAS Code Experience

BerryDunn's Health Analytics Practice Group is a team of expert SAS developers, healthcare data scientists, health economists, actuaries, and statisticians with decades of combined experience providing analytic services. Our BerryDunn professionals have decades of programming and spreadsheet experience manipulating large pools of healthcare data. BerryDunn designs and maintains databases, ranging from simple to complex, for analysis and reporting, working comfortably in a variety of client data environments. BerryDunn's data management staff are fluent in SAS, Structured Query Language (SQL), Tableau, and other data management and analysis languages and tools. We are well-versed in the technological skills and requirements to support this project, including securely managing protected health information. Our staff are noted for being technically proficient, rigorous in their work, and highly knowledgeable about healthcare subject matter and the legal and policy context of their work.

Our rich experience and knowledge of SAS is especially valuable when combined with our understanding of the logic and expectations for the information on NH HealthCost. It is important to not simply run the existing programs with a narrow focus on avoiding the need to modify or analyze the logic associated with the data aggregation and associated calculations. The value that BerryDunn adds is that we are forward-looking and will consider whether the existing programs are producing information that is in the continued and evolving interest of the NHID and consumers. In many cases, this could mean updating the programs in response to concerns or issues that are identified, even when users are unaware of the problems. For BerryDunn, our SAS support is not just programming experience and expertise, it's good judgement about how the SAS knowledge is applied.

1.2 – Expertise in the Management and Analysis of Health Care Data and All-Payer Claims Data

1.2.1 – Expertise with All-Payer Claims Databases

BerryDunn staff have extensive experience with all-payer claims data. Over the past 15 years, we have worked on dozens of projects that required hands-on analysis of the NHCHIS and the Massachusetts APCD and are familiar with the strengths and pitfalls of these data. Our team has experience managing and analyzing data for nine of the APCDs in the country. Most data in APCDs comes from the two standardized claims forms, a CMS-1500 or UB-04 (or CMS-1450), but state data collection rules may describe the fields differently. While the NH rule has undergone only minor editorial changes to the data fields that have existed since 2005, data submitters may be standardizing processes among the states to satisfy reporting requirements while expending the fewest resources. BerryDunn can understand how potential differences in data submitter operations may result in minor differences in the data submitted, such as how claim adjustments and denials are coded. Leveraging this depth of APCD knowledge, the BerryDunn team will efficiently and effectively intake and prepare APCD data for analytic use. We are able to navigate the nuances of APCDs and use them to their greatest benefit.

We have served as a technical advisor on claims data collection and management to several projects across the country, focused on data quality and calculating standard outcome

measures from APCDs. We have conducted multiple projects studying reimbursement levels for physical and behavioral health services in New Hampshire for the NHID using the NHCHIS data, performed prospective and retrospective actuarial analyses of New Hampshire and Massachusetts mandated health insurance benefits leveraging APCDs as a primary data source, and provided Health Insurance Portability and Accountability Act (HIPAA) data privacy expert determination recommendations on the NHCHIS public use files under a contract that was intended to benefit New Hampshire Department of Health and Human Services (DHHS), but funded by a federal grant provided to the NHID. In addition, BerryDunn completed an engagement assisting another contractor in evaluating the utility of the Vermont APCD for rate review and other regulatory processes.

1.2.2 – Expertise in All Aspects of Data Analysis

BerryDunn specializes in quantitative analysis of healthcare data, including actuarial and financial analysis for non-profit insurers, provider systems, and employer groups to quality/outcomes analysis to economic analysis supporting policymakers. We provide services supporting analyses, including processing and managing healthcare data and designing and operating decision support environments. Over the years, BerryDunn has accumulated substantial knowledge of the New Hampshire healthcare market and experience with NHCHIS. Our rigor in data integrity and analysis—combined with our audit/examination expertise—provides a level of integrity and assurance in findings that, when combined with our expertise in health economics, health policy, and research methods, leads to sound conclusions based on sound evidence.

2 – References

We have worked with the NHID for several years; we consider NHID a valuable client. In fact, we feel you are our best reference for the type of work this project requires. However, we are happy to provide additional contacts, listed below, who can speak to our work on similar projects.

Name:	Jennifer Foley
Former Title:	Senior Assistant Attorney General, Consumer Protection and Antitrust Bureau
Current Title:	General Counsel of Youth Development Center Claims Administration and Settlement Fund
Address:	New Hampshire Department of Justice 33 Capitol Street Concord, NH 03301
Phone:	603.271.3643
Email:	Jennifer.L.Foley@doj.nh.gov

Name:	Ben Steffen
Title:	Executive Director
Address:	Maryland Health Care Commission 4160 Patterson Avenue Baltimore, MD 21215
Phone:	410.764.3565
Email:	ben.steffen@maryland.gov

Name:	Emma Schlitzer
Title:	External Affairs Manager
Address:	Center for Health Information and Analysis 501 Boylston St. Boston, MA 02116
Phone:	617.701.8100
Email:	emma.schlitzer@state.ma.us

3 – Staffing

The team we have identified to serve the NHID includes clinical, health policy, and analytics professionals who have the synergistic skillsets needed to address the full scope of the RFP, from regulatory compliance to process improvement to programming.

Key staff assigned to the NH HealthCost project include:

- ***Jennifer Elwood*** is the BerryDunn principal included, and she will have overall responsibility for the project.
- ***Tyler Brannen*** will serve as the engagement manager, providing both technical and supervisory support to BerryDunn team members and managing communications with the NHID. Tyler will also work closely with NHID staff to enable the NHID to better respond to inquiries and take advantage of opportunities related to NH HealthCost and price transparency more generally.
- ***Jeff Stoddard*** and ***Andrea Clark*** will be managing the operational aspects of the project, including the process for receiving NHCHIS extracts, testing the files, coordinating the provider assignments with Helms and Company, running the SAS programs to calculate HealthCost rates and drug cost information, testing the output, and transferring the data files to the University of New Hampshire (UNH) Web and Mobile Development (WMD) team. All files sent to UNH should also be sent to the NHID. In addition to having a record of the transactions between vendors, researchers will occasionally contact the NHID requesting to access the files.
- ***Arisara Miller*** and ***Fei Zou*** are SAS users responsible for importing/testing of the NHCHIS files and running the HealthCost SAS programs to produce the estimates that UNH needs to post the rates on the website. Arisara will also have lead responsibilities for developing Tableau interfaces for the public viewing of the related data.
- ***Frank Qin*** will update the SAS programs integration with the Chronic Illness and Disability Payment System (CDPS) risk adjustment component of the analysis so that the patient complexity field is accurately populated.
- ***Other BerryDunn staff*** will assist with usability testing of the Tableau interfaces, checking of files sent to WMD, and various other tasks that do not require the expertise of subject matter experts.

The following is a brief overview of the team. Reference **Appendix A** for complete resumes. We have included samples of SAS code in **Appendix B**.

Jennifer Elwood, FSA, MAAA, FCA

Jennifer leads BerryDunn's Health Analytics Practice Group. She has a broad background within the healthcare actuarial field, which has been built through multiple regional director positions for one of the largest insurers in the nation. She was responsible for individual and commercial pricing in three New England states (including New Hampshire), including actuarial pricing work related to the implementation of the Affordable Care Act (ACA), rate filings for individual and commercial lines of business, and other regulatory reporting. In

addition, she has experience with valuation of claim liabilities, financial forecasting, and developing and standardizing actuarial processes. At BerryDunn, Jennifer's work has included development of actuarial cost estimates for mandated benefit studies, claim liability estimation, and market conduct examinations.

Tyler J. Brannen, MHS, FHFMA

Tyler has extensive experience as a state health insurance regulator, including working with the New Hampshire legislature and the private and public sectors to improve health care financing and system performance through major policy initiatives and actionable use of health care claims data. His work focuses on evaluating potential health care policies and strategies and assisting organizations responding to major insurance changes. Tyler is able to draw on an array of expertise in developing price transparency models, network adequacy standards, alternative provider payment methods, efforts to stabilize insurance markets, and ensuring that insurance coverage requirements are implemented using cost effective approaches. He developed the nation's first price transparency website for consumers, NHHealthCost.NH.gov, and designed and implemented New Hampshire's evidence-based insurance network adequacy model.

Jeffrey Stoddard, Prosci® CCP

Jeff is a proven strategic healthcare technology and analytics leader with dynamic data processes, and system development efforts involving Medicaid, Medicare, and commercial data. He excels in interacting with diverse stakeholders, building consensus, and developing successful working relationships while achieving project objectives. In all his projects, Jeff maintains a keen focus on successfully meeting project goals on time and within budget to help clients achieve operational efficiencies, improve quality of care, and reduce costs.

Andrea Clark, MS, Prosci® CCP

Andrea is an experienced consultant with expertise in developing and implementing economic, statistical, and financial analyses in the healthcare field, including extensive experience designing, managing, and analyzing large, complex databases. Prior to joining BerryDunn, 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 Substance Abuse and Mental Health Services Administration. At BerryDunn, she carries out a variety of technical and actuarial data studies, including provider profiling, quality measurement studies, and population-based cost studies.

Arisara Miller, MS

Arisara is an experienced business intelligence (BI) tool developer and analyst. She has over 20 years' experience in healthcare analysis positions working at the intersection of clinical and financial information, including as a medical informaticist for Blue Shield of California, a medical economics principal for Boston Medical Center Health Plan, and an analyst for Harvard Pilgrim. She also has in-depth experience both using and teaching SAS and Tableau.

Feng (Frank) Qin, PhD, FSA, CERA, MAAA

Frank is a consulting actuary with advanced data analytics skills and proficiency with SAS, SQL, Visual Basic for Applications (VBA) and R programming. His broad actuarial experience includes valuation and pricing model development, with Fellow of the Society of Actuaries (FSA) and Chartered Enterprise Risk Actuary (CERA) credentials.

Fei Zou, MS

Fei is an experienced analyst with more than 10 years' experience in the healthcare industry, including nine years with a major New England Medicaid managed care organization. She is proficient in SAS, SQL, and Excel, and is familiar with medical and pharmacy claims, the Health Care Effectiveness Data and Information Set, Center for Medicare & Medicaid Services/National Committee for Quality Assurance/Pharmacy Quality Alliance measures, diagnosis-related group, and risk adjustment. She has developed her skills in learning quickly, multitasking, and working both independently and on a team.

4 – Pricing and Derivation of Cost

BerryDunn will bill for hours worked on the project at our standard hourly rates as outlined in Table 1. The hours and totals for each component are shown in Table 1 for the whole project.

Based on the scope of the project, we estimate it will take approximately 1,150 hours to complete, for a total of $353,250 in billed rates. However, we agree not to bill more than $339,500. This estimate is slightly less than the $340,000 maximum stated in the RFP and is based on the deliverables outlined in Section 5 and our project timeline found in Section 6. We will use efficiencies that we have gained in performing similar work for the NHID to perform the project at the estimated hours and costs. We welcome the opportunity to review the proposal with you and discuss any modifications to the scope that might be necessary, including division of effort, and how any such changes would affect the above estimate.

Please see Table 1 for the number of hours per staff person supporting the project. These totals are over the five years the contract is in place and will give you a sense of the people and skills that will be contributing the most to the project. The time distributions will differ during the first year of the project and as specific initiatives come up, but this is the best representation of the staff commitments overall. Table 2 further provides the average distribution of hours annually (as requested in the RFP) for segments of the project and the staff most likely to be involved.

Table 1: Proposed Budget

Staff/Role	Hourly Rate	Total Hours	Total Cost
Jennifer Elwood Principal and Consulting Actuary	$450	25	$11,250
Tyler Brannen Senior Health Economist/Engagement Manager	$360	200	$72,000
Andrea Clark Senior Analytics Manager/Project Manager	$360	100	$36,000
Jeff Stoddard Senior Data Manager	$360	50	$18,000
Frank Qin Senior Actuarial Analyst	$360	25	$9,000
Arisara Miller Senior Economist/Manager	$300	300	$90,000
Fei Zou Senior Consultant	$300	250	$75,000
Analyst	$250	120	$30,000
Junior Analyst	$150	80	$12,000
Totals		**1,150**	**$353,250**
Total "Not to Exceed" Amount			**$339,500**

Table 2 includes the number of hours per staff person per component listed in the RFP. Please note that these are the average total hours spent annually on the project and are more likely to be accurate when the BerryDunn work is essentially operational, after some initial project investments by BerryDunn are made. The total hours budgeted in Table 1 is 1,150, averaging about 230 per year. This compares to 216 hours on average for the hours in Table 2. BerryDunn anticipates that the first year would benefit from additional hours to work on improvements to the programming, logic, and application of the HealthCost algorithms. This investment will include time to investigate, research, and develop improvements to the programs, as well as more frequent communication exchanges with the NHID.

Table 2: Number of Hours Per Component

Component	Staff Assigned	Total Hours Annually
Routine data testing	Arisara, Fei, analyst, junior analyst	16
Maintenance of SAS programming code and updates to logic	Tyler, Andrea, Jeff, Arisara, Fei	20
Quarterly updates of cost estimates	Andrea, Jeff, Arisara, Fei	80
Quarterly updates of cost estimates for new procedures to be added to NH HealthCost	Tyler, Andrea, Arisara, Fei	40
Annual update of quality indicators	Arisara, Fei	10
Annual updates to prescription drug price reports	Arisara, analyst, junior analyst	20
Occasional response to inquiries on cost estimates	Tyler, Andrea, Arisara, Fei	10
Resource distribution between the analyst/programmer and the project management	Tyler, Jeff, Andrea, Arisara, Fei	20
Totals		**216**

As part of developing this proposal, BerryDunn identified inconsistencies between the SAS code and the methodology described on NH HealthCost. The applied logic should match the methodology described on the HealthCost website exactly. Given these findings would not be discoverable without a complete review and analysis of the SAS code, identifying them is something beyond reasonable expectations of the NHID staff. The inconsistencies undermine the value of the data to consumers and the integrity of the price transparency effort by the NHID.

BerryDunn anticipates working closely with the NHID to address concerns with some of the existing services and rates posted on HealthCost, as well as potential new services that could be added. There should be a shared understanding between the NHID and the vendor

supporting the project about the logic that should be used for services on the site and those that may be considered in the future. This is a significant part of empowering the NHID staff to address questions from the public and the press directly. Reviewing the SAS code and discussing the logic for HealthCost with the NHID will require additional hours that are included in the overall budget associated with the project, but are largely not reflected in Table 2.

5 – Work Plan

5.1 – Project Approach

General

The backbone of NH HealthCost is the public display of health care provider prices based on the health carrier and provider negotiated rates. The first of its kind, the website methodology and objective use of the NHCHIS was groundbreaking and has led to a shift in public understanding, policy development, and insurance products available in New Hampshire and across the country. Once policymakers and consumer advocates were able to see the opportunities associated with state efforts to collect and use commercial claims data, NH HealthCost became one of the primary reasons states after New Hampshire and Maine started developing APCDs. Today, most states have some form of an APCD (Interactive State Report Map | APCD Council).

The success of NH HealthCost is based on a careful and deliberate effort to post prices that are meaningful, understandable, consumer friendly, and accurate. The NHID offers a neutral perspective on the price at one provider vs. another, and this was a key advantage for providing unbiased health care price information in the public domain. While leading Harvard Pilgrim Health Care, Charlie Baker was speaking at an October 2006 Business & Industry Association conference and said the biggest challenge with price transparency was the need for a neutral party to fill the role. This was immediately before the NHID presented prototype pricing information on costs, to the surprise of Charlie Baker and his colleague Beth Roberts.

Equally important for the success of NH HealthCost was, and still is, to help ensure that the integrity of the rates is maintained and that the rate estimation process is transparent. Avoiding the use of proprietary software allows the NHID and a vendor supporting the Department to fully explain the rate methodology and provide the details associated with any estimate posted on the website. Healthcare claims data are a reliable source of health care costs but include anomalies that must be addressed and managed through a careful review of the input data, the procedure codes used to identify services, provider assignments, and consideration for reimbursement systems. For example, a radiology group may bill only a professional component when reading x-rays at a local hospital, but bill globally for the professional and technical components when the patient is seen at a professional practice location.

Anyone with basic programming skills can summarize and calculate payment statistics using claims data, but sorting through the anomalies associated with claims data, applying expertise with provider reimbursement systems, and understanding the needs of consumers and the NHID is something BerryDunn is uniquely positioned to offer.

Maintenance of SAS Code and Algorithms

BerryDunn will review the SAS code used to produce the estimates on HealthCost and identify areas that are due for maintenance. This may include sections with obsolete Current Procedural Terminology\Healthcare Common Procedure Coding System (CPT/HCPCS) codes or SAS code that needs updating to address changes in provider billing patterns. Additionally, as procedure

codes are updated by the American Medical Association, the descriptions associated with services may change. Changes to the descriptions may necessitate updates to the services selected or HealthCost, or may just require updating the service and cost estimate.

HealthCost is most useful to consumers when the services are easily recognizable, the provider of interest is listed, and the comparability of data is high. Sometimes CPT/HCPCS codes are deleted and replaced, and in other cases, the clinical treatment changes. For example, the original mammogram included on HealthCost was a simple bilateral radiology procedure, but mammograms have evolved to include analog, digital, three-dimensional, and various types that can be ordered on a screening or diagnostic treatment basis. BerryDunn staff include health policy experts who can research changes in the practice of medicine, provider reimbursement experts, and programmers who can address technical changes associated with billing practices.

BerryDunn can provide a more sophisticated analysis and review of HealthCost procedures, to the benefit of the NHID and HealthCost. Our team will maintain close communications with the NHID regarding these updates to help ensure a clear understanding of the changes exists with both the NHID and BerryDunn. This process will help empower the NHID to better manage NH HealthCost directly and with the knowledge to further encourage price transparency initiatives on the policy front.

BerryDunn will also review the SAS code on an ongoing basis to identify inefficiencies that can be improved to make the programs more robust with data anomalies, improve processing speed, and reduce unnecessary complexity so that other potential users of the programs can do so without relying on the NHID for support. Documentation of the code, logic, and process will be provided as needed to supplement and enhance the relatively limited instructions provided by earlier vendors supporting the initiative.

Adjustments to HealthCost Rate Calculations

BerryDunn will work with the NHID as needed to make changes so that new services can be added, and rates can be produced as efficiently, accurately, and timely as possible. These changes may include adjustments to the rate calculation methodology, changing "bundled" services to the unbundled approach, or general revisions to the methods of developing rate estimates.

For many years, all the services on HealthCost were bundled rates. This approach provided rate estimates that were most useful to consumers that might not realize there could be several independent providers involved and billing for services during a procedure. Bundling services together and providing a single cost estimate also addressed concerns that the NHID might be publishing proprietary information in the public domain. The NHID did not need to respond to this argument directly but was able to mitigate most concerns by explaining the bundling methodology. Using a consistent bundling approach also provided consumers with a single method of estimating costs, avoiding confusion that might otherwise exist with mixed methodologies.

One limitation associated with the bundling method is the need to have a critical mass of patient experiences at a given provider to calculate an estimate that would accurately reflect patient

experiences in the future. Normal variation in treatment patterns can cause bundled rates to differ extensively with a few patient encounters, and those services would not meet expectations for the integrity of rates that would normally be added to HealthCost.

In response to growing demand for more price estimates, the decision was made to include services on a semi-bundled or unbundled basis. Radiology services typically have a professional component and institutional component billed, so bundling just the professional and technical components of a radiology services allowed HealthCost to produce rates for services that would be helpful to consumers, even if they did not reflect potential overutilization of other services provided at the same time. The decision to provide services at the procedure code level (so fully unbundled) was made for the same reasons, but unbundled services would be reported only when the NHID believes the added value of reporting the service estimates exceeds the drawbacks. When multiple methods of providing prices are applied, such as when services are unbundled, consumers are more likely to be confused and the rates will understate total costs of treatment. Clearly, identifying the estimates as bundled or unbundled is important to consumers using price transparency tools.

BerryDunn has the experience, expertise, and interest in performing the research to best assist the NHID when it comes to these decisions. There are some cost estimates on HealthCost today that are posted using variations on the bundled approach that could benefit from additional review and discussions with the NHID. Similarly, as new services to be added are considered, the NHID should be comfortable with the logic used to guide those decisions and able to explain the method selected for each service.

As previously stated, we identified some inconsistencies with the HealthCost SAS programs currently being used when compared to the description of the website methodology. After working with BerryDunn in this capacity, the NHID will be able to confidently explain the New Hampshire approach, maintain the description of the methodology on the website, and address the limitations associated with alternative price transparency efforts in other states and at various levels of government.

HealthCost Typical Patient Complexity

HealthCost has always provided information on the typical patient complexity associated with the rate estimates by provider. This field was developed to offer insight about the population associated with the rate provided, and potentially explain why costs may be higher or lower than at another provider. The NHID considered applying a population-based risk adjustment system to adjust the prices among providers, but since HealthCost was designed for consumers, not research, the prices were posted based on claims costs regardless of the characteristics of the population served. The NHID also decided to convert a relative risk score to a more consumer friendly value such as "low" or "high" and mask the actual risk score. An overemphasis on the actual risk score could also be misleading about the prices. If a patient population has higher than average history of heart disease and mental illness, should we expect the price of the mammogram to be higher? Possibly, but not necessarily.

BerryDunn proposes one of the options below, in response to information provided by the University of California San Diego (UCSD) Office of Innovation and Commercialization. If there

are additional options identified, BerryDunn is happy to work with the NHID to pursuing those options.

Due to the limited application of the CDPS risk adjustment tool on HealthCost and the significant cost of a commercial license ($50,000 over five years), BerryDunn proposes one of the following options for the NHID:

1. Do not replace the existing version of CDPS. Continue to use the CDPS software to produce relative risk scores and convert the relative index score to the ordinal scale currently used on HealthCost. Check to make sure existing HealthCost programs integrate the scores appropriately.
2. Obtain the most recent version of the CDPS [currently, CDPS version 7.0] in the most cost-effective method, with licensing fees covered by BerryDunn up to the government rate of $1,000 annually in software licensing fees. These costs will be borne by BerryDunn, but the license will be held by the NHID. BerryDunn will write the SAS code to set up the NHCHIS data for the CDPS software, and the SAS code for extraction and manipulation of the CDPS output for use with NH HealthCost.
    a. NHID runs the SAS CDPS program using the BerryDunn supplied SAS programs to feed the NHCHIS data and extract key CDPS output fields for use with the HealthCost programs. Or:
    b. BerryDunn obtains access to an NHID computer through a virtual private network (VPN) and runs these BerryDunn-created feeder and receiver programs and the CDPS software.
3. Obtain the CMS-HCC risk adjustment tool, available without charge, and replace the CDPS risk adjustment application with the new software. This would allow the NHID and BerryDunn to apply all resources to HealthCost directly instead paying licensing fees. Additional risk adjustment software programs could be considered as well. CDPS was originally selected since the software was free to governments, universities, and nonprofits, despite a design that was developed for Medicaid populations. Regardless of what risk adjustment tool is used, the conversion between a calculated relative risk score and the ordinal scale on HealthCost will remain the same.

Regardless of the option selected by the NHID, BerryDunn will review the current programs to help ensure that the CDPS output for accuracy, and that the software output has been incorporated into the HealthCost programs appropriately.

HealthCost Quality

Several years after the NH HealthCost launch, the website was expanded to include information on the quality of hospital providers. This step was taken to satisfy concerns that the cost of care should not be provided in isolation from quality. Developing indicators of quality is an evolving area of health services research, and the NHID appropriately relies on public Centers for Medicare & Medicaid Services (CMS) data to inform consumers about the findings at NH hospitals. The decision to use the CMS data and integrate the findings into HealthCost has

largely satisfied the interest of consumers and the provider industry. Using CMS data and updating the values annually allows the NHID to report on health care quality and efficiently use NHID resources. BerryDunn has several staff consultants experienced with the CMS data and working with health care quality information.

Prescription Drug Cost Information

Using the NHCHIS and SAS, BerryDunn will produce interactive tables reporting the 25 most frequently prescribed drugs, the 25 most expensive drugs, and the 25 drugs with the highest year-over-year cost increases. An interactive graphical dashboard will be created and updated annually for each parameter, and BerryDunn will also update the existing high-cost prescription drug dashboard (using Excel/Tableau) files. BerryDunn recommends coordinating efforts for reporting drug cost data on the NHID website (https://www.nh.gov/insurance/dashboard/high-cost-drugs.htm) with any new drug cost information reported on the HealthCost website, as well as any potential efforts by the New Hampshire Prescription Drug Affordability Board (or DHHS in their support of the Board).

Arisara Miller, our senior economist/manager, is proficient with Tableau and APCDs and will support the development of the drug information the NHID seeks to provide in the public domain. The NHCHIS includes information on the name of the drug, but also includes the specific National Drug Code (NDC), strength, days' supply, and various charges and payments associated with claims. The level of detail in the data allow for aggregation and analysis in various ways, including some more appropriate for policymakers, and others better suited for consumers. The services described under the RFP will create output that is helpful for a high-level understanding of the drugs prices that are driving commercial spending through the prescription drug benefit.

BerryDunn will work with the NHID to determine the frequency of updates to the prescription drug data, updating the data as frequently as on a quarterly basis.

BerryDunn is also well equipped to support the NHID with additional drug analysis services that would complement the general support described in the scope of services under the RFP. These services could include producing drug specific pricing estimates or potentially making use of public transparency files beyond what is available through the NHCHIS. The "methodology" section of HealthCost still includes a section on prescription drug pricing with an indication that these prices are temporarily unavailable (Methodology for Health Costs for Consumers | NH Health Cost).

While the NHID should anticipate that posting additional prices and consumer information on drugs is possible, additional research and development costs outside of the scope of work under this RFP should be assumed. The NHID prescription drug pricing algorithm and SAS programs were developed by Tyler, but the drug claims data used in the process was faulty due to inconsistencies in the paid amounts from some of the larger Pharmacy Benefit Manager data submitters. If the NHID has interest in recreating the prescription drug pricing tables, using the same vendor to develop drug prices on HealthCost and collectively maintain the medical service price estimates would allow for substantial resource efficiencies that would not exist using different vendors. There would also be a substantial learning curve for any vendor to take on

this responsibility without any prior experience working with the programs Tyler developed during his time at NHID or recreating something for the same purposes.

Posting drug prices on HealthCost using claims data was another example of national leadership by the NHID, and moved HealthCost from providing local health care prices to a becoming a national price transparency resource. While prices among major pharmacy chains may vary some in different regions, posting allowed amounts for drug prices at Walgreens or Rite Aid will allow competitive forces to function more efficiently and potentially put downward pressure on drug costs.

Testing of NHCHIS Extracts

BerryDunn will perform basic testing of the NHCHIS extracts, focusing on the fields most relevant to producing NH HealthCost rates. This step will serve to enhance the more general testing of the carrier specific submissions by the data consolidator and the broad-based testing by the NHID when the extracts are received. A closer analysis of the data for purposes related to a specific analysis will usually provide insight about the integrity and limitations of data that would not be identified during high level testing by the NHID when extracts are received. Project specific testing is also more resource intensive for a limited number of fields but is an appropriate step for an important public display of data that is associated with the NHID and BerryDunn. APCDs, including the NHCHIS database, are made up of data that come from lots of data submitters, and each of those sources creates the opportunity for an error with one of the data fields. Compound the opportunity with each submitter by the monthly submissions and a data consolidation process that results in a complete refresh of the data, and any data user would be prudent to dedicate some resources to testing of the key fields needed in an analysis. The testing phase will give BerryDunn and the NHID greater confidence in the HealthCost rate estimates and improve the legitimacy of the price transparency initiative more generally.

BerryDunn is prepared to support the NHID with testing up to four extracts a year, or twice a quarter when issues are identified necessitating a quarterly extract recreation.

General NHID Support with HealthCost Related Activities

Slightly outside of the scope of services included in the RFP, but included within our budget, BerryDunn will provide general support for efforts by the NHID to provide leadership with HealthCost and further the NHID's price transparency efforts. This support may include preparing staff for press interviews, presentations, forums, panel discussions, and testimony regarding legislation that may overlap with the HealthCost initiative.

5.2 – Work Plan Phases, Key Tasks, and Deliverables

Task 1: Conduct initial planning meeting. Our key team members will meet with NHID to introduce team members and review our proposed project scope, steps, and timeline. The meeting will identify the resources needed from the NHID, Helms and Company, UNH, and potentially Milliman if the NHID would prefer to have the NHCHIS files sent directly to BerryDunn. The meeting can also be used to discuss limitations that existed during the past work with vendors supporting HealthCost and the NHID, and no cost options for addressing

those limitations. During this meeting, we will also collect contact information for key NHID personnel and discuss preferred methods of communication.

Task 2: Update Project Work Plan and Schedule. If warranted based on the decisions made during the initial planning meeting, we will update the Project Work Plan and Schedule for review and approval by NHID.

Task 3: Regular communications. Throughout the project, our engagement manager will maintain regular communications with NHID's project lead and other NHID officials as needed. These communications can serve to update the NHID on the progress of the work, but also to inform the NHID staff of the steps necessary to help ensure that the integrity of the rates, methodology, and process is maintained, regardless of the person or vendor responsible for the task associated with NH HealthCost. During the first year, the status updates will be provided as often as weekly during the period of time leading up to rate refresh, even if just by email. Our team will also be available to discuss results or questions regarding the project with NHID personnel at any time throughout the contract.

Task 4: Reproduce the current HealthCost estimates. BerryDunn will recreate the process that produced the rates on HealthCost as of July 1, 2023. The purpose of this step is to help ensure BerryDunn has been provided with the exact programming code that the current vendor is using to produce rates, and that the programs are running correctly.

This step will include obtaining the NHCHIS extract or SAS analytical files produced by the NHID from the NHCHIS extract, and running the SAS programs maintained by the current vendor that produces the rates. Please note that ideally, this process will be based on an extract that may not still exist since the data consolidation vendor performs a complete refresh of the data and historical files are typically overwritten. If the historical files do not exist, BerryDunn will use the current extract with date of service logic that mirrors what would have been used to produce the existing extract. Due to additional claims adjustments or changes in the data warehouse of the submitters, the findings may not produce the same estimates in every case (even using the same dates of service range), but the results should be close.

The process will include integration of the Helms provider assignment file, CDPS risk adjustment for patient complexity field, and the data variation analysis that creates the precision of the cost estimate.

Task 5: Develop BerryDunn specific SAS data testing programs. The NHID requires vendors to provide the SAS code developed by vendors supporting the NHID, and BerryDunn should be able to use resources more efficiently by reviewing and modifying the existing data testing code employed by the current vendor. BerryDunn will modify these programs as appropriate to help ensure the integrity of the fields used for producing rates on HealthCost.

Task 6: Produce updated HealthCost estimates for the most current time frame. BerryDunn will import/obtain the most current claims data from the consolidated NHCHIS files and develop programs that test the major fields used in the extract for HealthCost. Some efficiencies can be gained by obtaining any prior SAS code associated with this step, and BerryDunn will bring any issues identified to the attention of the NHID. BerryDunn will repeat the

process used under Task 4 and make note of any limitations, maintenance items, or opportunities in the process for improvements that may result in increased efficiencies or integrity to the rates. This approach allows BerryDunn and the NHID to keep the rates on HealthCost current according to the schedule of updates, and then prioritize making adjustments for future updates.

Task 7: Run the CDPS software to produce updated patient complexity values. The CDPS SAS code is a separate program from those used to produce the HealthCost rates estimates, with output that is merged with the HealthCost algorithm.

Task 8: Develop a process for updating the high-cost prescription drug dashboard. This task will begin independently from the work to produce rates on HealthCost, and the process will seek to use NHID and BerryDunn resources most efficiently so that drug information supplied by the drug manufacturers can be effectively incorporated on dashboard in a timely fashion with minimal disruption to other tasks.

Task 9: Develop the SAS code for producing the prescription drug cost information. Developing the prescription drug cost information described in the RFP is a relatively simple process but requires the use of the prescription drug claims file and associated information. BerryDunn will perform basic testing of these data and the fields necessary for producing the information that will be available publicly. BerryDunn will present the findings to the NHID and discuss options for changes.

Task 10: Design and develop the Tableau structure for producing drug information appropriate for public consumption. Working collaboratively with the NHID, BerryDunn will develop the Tableau interface needed to present the prescription drug information required under the project. Development of the structure will also include developing a process and time frame for updates to the drug information.

Task 11: Replicate the process for producing the quality information on HealthCost. Although updates to the quality information are annual, BerryDunn will begin the process of replicating the steps needed to update the quality data files on HealthCost. BerryDunn will provide the updates to UNH when the new data become available from CMS.

Task 12: Update Cost Estimates on HealthCost on a Quarterly Basis. BerryDunn will repeat the process of testing the data and calculating the updated HealthCost rates with each extract. This process will include coordinating with Helms and Company and the UNH WMD team as appropriate, keeping the NHID in the loop throughout the process.

6 – Project Timeline

Planning for project work will commence as soon as required paperwork is completed and the Governor & Executive Council approves the contract. Official BerryDunn support will begin on July 1, 2023, as stated in the RFP. BerryDunn acknowledges completing all work associated with this project by June 30, 2028. See Figure 1 for the timeline of our proposed deliverables.

Figure 1: Proposed Deliverable Timeline

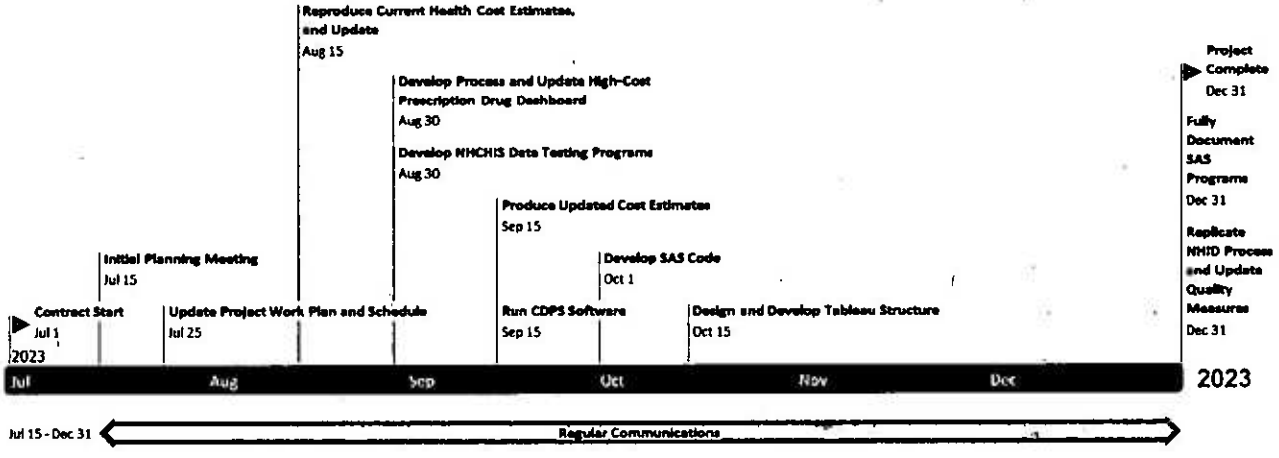

Table 3 outlines our proposed schedule for deliverables.

Table 3: Proposed Schedule

Event/Deliverable	Estimated Completion Date
1. Conduct initial planning meeting.	7/15/23
2. Update Project Work Plan and Schedule.	7/25/23
3. Provide regular communications on an ongoing basis.	Ongoing
4. Reproduce the current HealthCost estimates.	8/15/23
5. Develop NHCHIS data testing programs.	8/30/23
6. Develop a process and do first updates to the High-Cost Prescription Drug Dashboard.	8/30/23
7. Produce updated cost estimates for the current time frame, and update estimates quarterly.	9/15/23
8. Run the CDPS software and check integration with HealthCost programs.	9/15/23
9. Develop the SAS code for producing prescription drug cost information.	10/1/23
10. Design and develop the Tableau structure for producing drug information appropriate for public consumption.	10/15/23
11. Replicate the NHID process and update the Quality Measures (and annually thereafter).	12/31/23

Event/Deliverable	Estimated Completion Date
12. Fully document SAS programs.	12/31/23

These tasks will be completed the first time according to the schedule above. BerryDunn will work with the NHID to identify the most appropriate dates for quarterly and annual updates thereafter. Should the project timeline change for any reason, we will work with the Department to develop revised timelines for successful completion of the project.

7 – Conflicts of Interest

As a certified public accounting and consulting firm, BerryDunn places a significant emphasis on maintaining our independence and objectivity. Our firm has detailed policies and procedures in place to help ensure compliance with clients' and our own independence requirements and avoid conflicts of interest. Elements of our policies include:

- Annual written representations of independence from all personnel who perform client services
- Independence review as part of our extensive client and engagement acceptance and continuance policies
- Maintenance of a firm-wide client database
- Independence training for all professionals

We do not have any actual or potential conflicts of interest should we be engaged on this project with the NHID.

8 – Assumptions

BerryDunn makes the following assumptions throughout this proposal:

- We assume the risk adjustment software needed for "typical patient complexity" can be utilized for no more than $5,000 over the term of the contract.
- We assume the work can be done remotely and no days will be spent in attendance at the NHID. However, we are happy to meet in person at the NHID at the Department's request.
- We assume BerryDunn will use NHCHIS as the primary source for healthcare utilization and cost data.
- Our timeline assumes the contract will be awarded prior to July 1, 2023, with a start date of July 1, 2023.

Appendix A – Resumes

Jennifer Elwood, FSA, MAAA, FCA
Engagement Manager/Principal and Consulting Actuary

Jennifer has more than 25 years of experience as a healthcare actuary across a wide range of actuarial functions. Her experience includes projecting population cost experience and risk for pricing and risk sharing, especially in new initiatives, including extensive work related to implementing the ACA in commercial insurance, and projecting the state-level impact of expanding the Medicaid population. She also has experience analyzing risk-sharing arrangements, performing claim liability analysis, rate development, budget development, and financial monitoring.

Key Qualifications

- ✓ 25 years of health analytics and actuarial experience
- ✓ Fellow of the Society of Actuaries
- ✓ Member of the American Academy of Actuaries

Relevant Experience

BerryDunn (formerly Compass Health Analytics) (2014 to present)

As a principal and co-leader of BerryDunn's actuarial services, Jennifer assists non-profit managed care organizations with claim liability analysis, rate development, budget development, and financial monitoring. She works with her clients to develop large employer claims projections, estimate the impact of proposed benefit mandates for state government policy makers, and assist state regulators with market conduct rate review audits.

Community HealthChoices – *Actuarial Services including rate review, valuation, and forecasting (2019 to present).*
Jennifer provides consultative actuarial services to a large managed long-term services and support Medicaid organization. These services include actuarial liability valuations, rate offer assessments, forecasting, strategic consulting, and ad hoc analyses.

Massachusetts CHIA – *Mandated Benefit Reviews (2011 to present).*
Jennifer is the lead actuary on mandated benefit review projects (from 2015 to present). The actuarial component of the mandate review estimates the impacts to insurance premiums of proposed insurance mandate bills before the Massachusetts legislature. In addition, statutory and clinical analysis are provided by BerryDunn as part of the report.

Pennsylvania Community Care Behavioral Health – *Actuarial Services including rate review/pricing, valuation, and forecasting (2008 to present).*
Jennifer is one of three actuaries providing actuarial services to a large behavioral health managed Medicaid organization. These services, which she began providing in 2015, include actuarial liability valuations, capitation rate proposals, rate offer assessments and negotiations, forecasting, and ad hoc analyses.

WellPoint, Inc. (1998 to 08/2014)

Northeast Regional Pricing Director (2012 to 2014)
Responsible for individual and commercial pricing function in Connecticut, Maine, and New Hampshire, managing a team of three state pricing directors and seven analysts; coordinated rate development and preparation of rate filings and certifications for individual and commercial business; collaborated with state and regional leadership to achieve profitability and membership goals; provided strategic guidance to state pricing directors; and helped ensure corporate directives were met while balancing state objectives.

Northeast Regional Lead and Connecticut Pricing Director (2010 to 2012)
Responsible for commercial pricing function in Connecticut and managing a pool of seven analysts supporting the pricing needs of Connecticut, Maine, and New Hampshire; supported the Connecticut state president as a strategic business partner and primary actuarial point of contact for internal and external constituents; participated in quarterly forecast and annual planning process; served as the actuarial representative for ongoing Connecticut Exchange Board and Department of Insurance meetings with health insurance carriers.

Northeast Valuation Director (2008 to 2010)
Responsible for the valuation function in Connecticut, Maine, and New Hampshire; managed staff of eight associates responsible for estimating claim liabilities and other reserves for commercial, consumer, and Federal Employee Program (FEP) business; directed development of statutory and generally accepted account principles reporting, including support of actuarial certification and Sarbanes-Oxley Act control testing and certifications; coordinated actuarial portion of external audits and supported Department of Insurance audits.

Northeast Forecasting Director (2006 to 2008)
Responsible for forecasting commercial and individual business in Connecticut, Maine, and New Hampshire; managed staff of five associates responsible for developing the annual budget, quarterly forecasts, and detailed monthly variance analysis; acted in a peer review capacity by fully developing all assumptions and reconciling them with ongoing pricing and valuation development.

Connecticut and New York Forecast Lead (2001 to 2006)
Developed the annual budget and quarterly forecasts for the Connecticut Commercial Business and Anthem Health and Life of New York; provided key financial information to executive management through forecast modeling and analysis of monthly results; developed and enhanced forecasting models to increase speed and accuracy of forecast process.

Education and Certifications

MS, Statistics, University of Connecticut

BS, Mathematics – Statistics and Psychology, University of Connecticut

Fellow, Society of Actuaries (FSA)

Member, American Academy of Actuaries (MAAA)

Fellow Consulting Actuary (FCA)

Professional Service

American Academy of Actuaries – Health Equity Committee (2021 to present)

Blue Cross and Blue Shield Actuarial and Underwriting Committee (District I) (2010 to 2014)

Society of Actuaries – Grading and Question Writing, Core Exam (2012 to 2019)

Health Reinsurance Association / Connecticut Small Employer Health Reinsurance Pool Actuarial Committee (2010 to 2014)

New Hampshire Small Employer Health Reinsurance Pool Board (2009 to 2011)

Tyler J. Brannen, MHS, FHFMA
Senior Health Economist/Engagement Manager

Tyler has extensive experience as a state health insurance regulator, including working with the New Hampshire legislature and the private and public sectors to improve health care financing and system performance through major policy initiatives and actionable use of health care claims data. His work focuses on evaluating potential health care policies and strategies and assisting organizations responding to major insurance changes. Tyler is able to draw on an array of expertise in developing price transparency models, network adequacy standards, alternative provider payment methods, efforts to stabilize insurance markets, and ensuring that insurance coverage requirements are implemented using cost effective approaches. He developed the nation's first price transparency website for consumers, NHHealthCost.NH.gov, and designed and implemented New Hampshire's' evidence-based insurance network adequacy model.

Key Qualifications

- ✓ 16 years as a state health insurance regulator in New Hampshire, working closely with the legislature and directing all staff in the Life & Health Division
- ✓ Extensive experience focusing on health care costs and using large databases of health care claims data, including identifying and applying information for actionable use by consumers and policymakers
- ✓ Deep knowledge base and experience with provider payment systems, health care financial incentives, and managed care model development

Relevant Experience

BerryDunn (05/2022 to present)

Tyler performs research and analysis of complex healthcare policies and data related to legislation, regulatory standards, health care cost growth, access to services, mental health parity, price transparency, state-level insurance regulation, and health insurance consumer protections.

New Hampshire Insurance Department

Life & Health Director (03/2021 to 05/2022)
Tyler directed all aspects of Life and Health insurance lines as the Department's lead person for analytics, grant management, strategic planning, operations, special projects, financial and personnel activities, legislation, policy, and business strategy development. He supervised division units, including market conduct, compliance, analytics, and actuarial services and helps ensure that the various needs of the Department, NH insurance industry, citizens, state agencies, and the executive and legislative branches are met. He communicates directly with the press and the public.

Director of Healthcare Analytics/Economics (2006 to 2021)
Tyler experienced consistent progression of responsibility over time in a flexible role supporting the Commissioner and senior Department leadership. Initial statistical programmer/analyst role enlarged to include supervision of staff and Department consultants, initiating, and directing Department health policy initiatives, and representing the Department at the State legislature. Tyler used SAS to analyze complex and detailed claims data maintained in large relational databases and provided leadership and direction to staff, including interpreting regulatory requirements and identifying policy solutions. Tyler provided testimony, and draft legislation, administrative rules, and Department bulletins. His notable individual achievements include:

- ✓ Ten years of leadership and agenda setting for the Department's annual hearing on the market, premiums, and cost drivers, including the involvement of industry senior staff and subject matter expert guest speakers.
- ✓ Facilitating passage of state legislation in 2018 that protects patients from out-of-network hospital based professional provider surprise bills.
- ✓ Development of the nation's first evidence-based network adequacy regulatory model and administrative rule (2018).
- ✓ SAS programming, methodology, and design of the award-winning NH HealthCost website, launched in 2007 as the first public website in the nation to show negotiated medical care prices.

Johns Hopkins Health System (Johns Hopkins Hospital) (2003 to 2006)

Urban Health Planner/Sr. Project Manager – Strategic Planning
Tyler served as the project director for the Partnership for a Healthier East Baltimore. Using internal medical data and external population-based information, he led public health and regulatory projects related to health system planning in the community of East Baltimore. Tyler represented the Johns Hopkins Hospital at the Maryland Health Care Commission meetings and led the development of the Johns Hopkins Hospital community benefits report.

AdvancePCS (pharmacy benefits manager, acquired by Caremark/CVS) (2001 to 2003)

Medical Economics Manager
Tyler performed SAS/SQL programming and statistical analysis of prescription drug claims and assisted in the development of AdvancePCS disease management programs. Responsible for data integrity, predictive modeling, risk adjustment, outcomes research, and new drug budget impact analyses. He worked directly with medical, pharmacy, and laboratory data, often on a combined basis.

CSC and the Johns Hopkins University (2000 to 2001)

Johns Hopkins University Administrative Resident with CSC
Tyler performed research using the Johns Hopkins ACGs population-based risk adjustment system for physician profiling, capitation adjustment, and other population-based analyses.

Johns Hopkins School of Public Health
Tyler served as a teaching assistant under Professor Jonathan Weiner in the HMOs and Managed Care course.

Blue Cross Blue Shield of New Hampshire (1995 to 1999)

Provider Contracting and Reimbursement Analyst and Managed Care Contractor
With progressing responsibility, Tyler analyzed claims data and negotiated payment contracts with health care providers. He helped negotiate the first specialty capitation contract and developed an innovative Diagnosis Related Group (DRG) based per diem payment system. He also created and evaluated most of the alternative payment methods and risk sharing arrangements considered by the organization. He was the primary writer of the contract masters used in 1998 - 1999.

Sir Charles Gairdner Hospital, Perth, Australia (1994)

Management Intern
Tyler was the first student from the University of New Hampshire's Department of Health Management & Policy to participate in an internship in Australia. Worked closely with senior leadership in response to a shift to DRGs in the hospital funding formula.

Education and Memberships

Executive education courses in Health Economics and Policy and Regulation, London School of Economics and Political Science

Master of Health Science, Health Finance and Management, Johns Hopkins University

Bachelor of Science - Health Management & Policy (Honors), University of New Hampshire

Declared a Fellow of the Healthcare Financial Management Association in 2012

Board Participation

HNH Foundation 2010-2017

New Hampshire Certificate of Need.2012-2015

New Hampshire Healthy Kids 2011-2012

Treasurer, New Hampshire Public Health Association 2007-2010

NH/VT Healthcare Financial Management Association 1998-1999

American Heart Association, Concord & Manchester NH 1996-1999

Treasurer, New Hampshire Jaycees 1997-1999

Publications

Mehrota, Ateev; Brannen, Tyler; Sinaiko, Anna: *Use Patterns of a State Health Care Price Transparency Website, What Do Patients Shop For?* The Journal of Health Care Organization, Provision, and Financing, 2014, Vol. 51

Ludtke, Leslie; Brannen, Tyler: *Healthcare Prices Revealed*, New Hampshire Bar Association Journal, Spring 2007

Brannen, Tyler: *DRG-Based Per Diem Payment System Matches Costs More Accurately*, Healthcare Financial Management, 1999, Vol. 53, No. 4. Cover Feature of the April 1999 issue, Helen Yerger/L. Vann Seawall Best Article Award winner and third best HFM article of the year.

Brannen, Tyler: *Specialist Capitation Improves Specialty and Primary Care Physician Relationships*, Healthcare Financial Management, 1997, Vol. 51, No. 10

Jeffrey Stoddard, Prosci® CCP
Senior Data Manager

Jeff is a proven strategic healthcare technology and analytics leader with dynamic data processes, and system development efforts involving Medicaid, Medicare, and commercial data. He excels in interacting with diverse stakeholders, building consensus, and developing successful working relationships while achieving project objectives. In all his projects, Jeff maintains a keen focus on successfully meeting project goals on time and within budget to help clients achieve operational efficiencies, improve quality of care, and reduce costs.

Key Qualifications

- ✓ 20+ years' experience leading complex healthcare systems development teams and initiatives
- ✓ 20+ years' experience designing data management systems and reporting architecture to support big data initiatives
- ✓ Experience leading state data improvement and encounter data quality initiatives
- ✓ Experience leading state usability and evaluation of Medicaid Management Information Systems (MMIS) and Data Warehouse/Decision Support Systems
- ✓ Experience advising on the development of COVID-19 resource allocation and testing dashboards

Relevant Experience

BerryDunn (12/2019 to present)

As a data management and strategy manager, Jeff works with state healthcare agencies and nonprofit and commercial healthcare organizations to assist in system, data, and analytic projects to achieve program objectives related to improving healthcare outcomes and reducing costs.

West Virginia Bureau for Medical Services (BMS)

- ✓ *Data Improvement Project (12/2019 to present).*
  Jeff provides technical leadership and analytic support to assist the state in understanding and addressing data quality and usability issues affecting its Medicaid program.
- ✓ *Enterprise Data Solution Project (06/2020 to present).*
  Jeff provides subject-matter expertise and analytic support to assist the state in implementing their multi-source data warehouse solution.
- ✓ *Managed Care Organization (MCO) Encounter Data Quality (EDQ) Project (06/2020 to 03/2022).*
  Jeff provided technical leadership and guidance in supporting West Virginia's initiative to optimize MCO encounter data processes for its risk-based managed care programs.
- ✓ *COVID-19 Contact Tracing and Testing Initiative (04/2020 to 09/2020).*
  Jeff provided technical leadership and business analysis support to the Department of Health and Human Resources (DHHR) for the implementation of the state's COVID-19 contact tracing resource allocation dashboard and COVID-19 testing estimator tool.

Onpoint Health Data (08/2013 to 07/2019)

As Onpoint's chief information officer, Jeff was a member of the senior leadership team driving both the strategic direction of the company and day-to-day operations, leading technology functions including systems development, infrastructure, and data security.

Data System Development
Jeff led a diverse team of more than 10 system developers and contractors responsible for building and maintaining the systems used for ingesting, processing, and warehousing all payer claims data. Under Jeff's leadership, the Onpoint system was enhanced to manage healthcare data for over 50 million members and calculate more than 150 healthcare cost, utilization, and quality measures, including Centers for Medicare and Medicaid Services (CMS), Accountable Care Organization (ACO), and National Committee for Quality Assurance (NCQA) Healthcare Effectiveness Data and Information Set (HEDIS) measures.

Analytic Enclave Implementation
Jeff was the primary architect and responsible for the successful implementation of the Onpoint Analytic Enclave, a new service offering that enables users to log in to a secure, performant, cloud-based analytic environment where they can directly access and work with all payer claims data using the tools of their choice. Through the Analytic Enclave, users were empowered to generate analytics and reports to inform healthcare policy, measure program efficacy, and report on state healthcare costs and utilization.

Development and Implementation of a More Robust Information Security Program
Jeff led Onpoint through enhancing its data security policies, procedures, and controls, which resulted in achievement of HITRUST security certification, the gold standard security certification in the healthcare industry.

Arcadia Solutions (04/2012 to 07/2013)

As a principal consultant for Arcadia Solutions, Jeff led and managed multiple projects and teams to transform the data warehouse and business intelligence capabilities for a community health network in the State of Washington, building an integrated claims and clinical data warehouse with a user interface to be used for population health management. The project was delivered on schedule and within budget.

Health Dialog (09/2004 to 04/2012)

As senior director of Operations for Health Dialog, Jeff led a large team of developers, quality assurance analysts, and business analysts responsible for the acquisition, transformation, and quality of healthcare data from many of the largest health plans in the United States. These data were used to drive the disease management function of the business, which resulted in better management of the highest-risk populations, which in turn lead to better health outcomes and a reduction in health plan costs.

Education and Certifications

BS, Management of Information Systems, University of Vermont

Prosci® Certified Change Practitioner

Health Leadership Development Program, Daniel Hanley Center for Health Leadership

Andrea Clark, MS, Prosci® CCP
Senior Analytics Manager/Project Manager

Andrea is a senior economist and data scientist with a primary focus in healthcare systems and finance. Her expertise includes designing, managing, and analyzing large, complex healthcare databases; training state Medicaid agency clients in data quality and analytics; acting as a Health Insurance Portability and Accountability Act (HIPAA) privacy rule de-identification expert; preparing Medicaid managed care capitation rate bids; and assessing health insurance benefit mandates for state legislatures. She is heavily involved in healthcare reform initiatives, including, but not limited to, modeling projected financial impacts of Medicaid expansion and public health crises for health maintenance organization (HMO) clients. Prior to joining BerryDunn and its Health Analytics Practice Group (HAPG), Andrea was a consulting economist for a Big Four consulting firm, conducting projects ranging from litigation support for a pharmaceutical firm to assessing treatment effectiveness for the federal Substance Abuse and Mental Health Services Administration.

Key Qualifications

- ✓ 20+ years' experience in healthcare data management, analytics, and economics
- ✓ HIPAA privacy rule de-identification expert
- ✓ Advanced SAS programmer
- ✓ Expert in the analysis of billion-plus record databases, including state All-Payer Claims Databases (APCD)
- ✓ Prosci® Certified Change Practitioner (CCP)

Relevant Experience

BerryDunn (formerly Compass Health Analytics) (2002 to present)

Andrea conducts quantitative research on various healthcare topics, with a primary focus on public-sector behavioral health and topics in healthcare reform. She acts as a HIPAA privacy rule de-identification expert; prepares Medicaid managed care capitation rate bids; advises Medicaid HMOs on market impacts of major policy and economic shifts; assesses health insurance benefit mandates for state legislatures; and advises state Medicaid agency clients on data quality and analytics.

West Virginia Department of Health and Human Resources (DHHR) – *Child Welfare Initiatives Project Management Services (06/2020 to present).*
Andrea leads the HAPG team supporting the DHHR's child welfare system initiatives. She designs and implements analyses and coordinates efforts to design and build a data reporting system and dashboard to enable the State to track and improve outcomes.

West Virginia Bureau for Medical Services (BMS)

- ✓ *Managed Care Organization (MCO) Encounter Data Quality Project (06/2020 to present).*
  Andrea provides oversight and Medicaid encounter data subject matter expertise to support the State's ongoing initiative to optimize MCO encounter data processes for its risk-based managed care programs.
- ✓ *Data Improvement Project (10/2019 to present).*
  Andrea spearheaded the development of this project and provides strategic oversight and Medicaid data subject matter expertise to this effort. The Data Improvement Project empowers the State to identify, assess, and address data quality and usability issues across the State's

Medicaid enterprise data systems by bringing together disparate Medicaid data users and consumers for training and feedback, deep analytical research, and development of process improvement recommendations.

- ✓ *Medicaid Management Information System Contract Edit Review – Outpatient Surgery (04/2019 to 11/2019).*
  Andrea led a team that analyzed BMS claims data to assess outpatient hospital surgery provider compliance with the BMS outpatient hospital surgery fee schedule, identifying potential cost savings opportunities for the State.
- ✓ *Adult Quality Measures Grant Project (10/2017 to 12/2017)*
  Under a federal grant, the State requested BerryDunn to develop, teach, and record an original continuing education curriculum on quality improvement to supplement training and continuing education resources for the BMS Quality Unit team. Andrea developed and presented an original curriculum on data quality, statistics, and healthcare analytics.
- ✓ *Substance Use Disorder (SUD) Waiver Initiative Project (10/2016 to present).*
  Andrea provides claims and encounter data analysis and Medicaid SUD program expertise supporting the State's expansion of evidence-based care for Medicaid members with opioid use disorder and other SUDs.

New Hampshire Insurance Department (NHID)

- ✓ *Mental Health Parity Compliance Assurance Plan (CAP) Monitoring (05/2020 to present).*
  Andrea is the data analytics lead for this effort overseeing examinations of commercial health insurer mental health provider network adequacy and reimbursement under the federal Mental Health Parity and Addiction Equity Act and state parity laws. To test for parity, New Hampshire uses innovative, nationally recognized quantitative methodologies developed in collaboration with HAPG using the New Hampshire Comprehensive Health Care Information System (NHCHIS), New Hampshire's APCD.
- ✓ *Healthcare Analytics (06/2016 to 12/2019).*
  As the engagement manager for this contract, Andrea collaborated with NHID's Health Economics and Actuarial teams to establish priorities for contract resources and led a team of analysts in designing and implementing a variety of complex analyses of the NHCHIS. Sub-projects included identification of potential targets for fraud, waste, and abuse investigation and recovery; a quantitative study of variances in commercial health insurer provider contracting to inform regulatory decisions to promote consumer value; and the development of a public-facing report on statewide ambulance transportation utilization and expenses in the commercial market.
- ✓ *NHCHIS Public Use Data Set Redesign (02/2017 to 11/2017)*
  In close collaboration with personnel from multiple state agencies, Andrea designed an enhanced public-facing state healthcare utilization reporting system with strong personal privacy protections. She developed a public-facing HIPAA expert determination report on the effort, implemented the enhancements in a test environment, and presented the proposed enhancements in a stakeholders meeting.

Massachusetts Center for Health Information and Analysis (CHIA)

- ✓ Prospective Mandated Benefit Reviews prepared for the Massachusetts State Legislature (2004 to present).
- ✓ Andrea supports MACHIA in meeting statutory obligations to the legislature and informs legislative debate by co-authoring public reports and managing Massachusetts APCD data analytics for actuarial assessments of proposed Massachusetts state-mandated health insurance benefits.

- ✓ Quadrennial Review of State-Mandated Health Insurance Benefits and Health Insurance Costs in Massachusetts (2006 to present).
- ✓ Andrea led the APCD cost analysis and co-authored the 2008, 2013, and 2016 quadrennial editions of this statutorily mandated, public-facing report. She currently supervises the APCD cost analysis team developing the fourth quadrennial report, expected to be published in 2021.

Pennsylvania Community Care Behavioral Health (CCBH)
In support of this Pennsylvania Medicaid behavioral health MCO covering over 1,000,000 lives, Andrea consults to senior management on projected financial effects of Medicaid program changes and major public health events (e.g., COVID-19). In 2002, she was the architect and builder of CCBH's first data warehouse, greatly expanding access within the organization to performance reporting and actionable information. CCBH's Decision Support Department continues to use this original mart structure; the HAPG team continues its role supporting and enhancing the system and providing analytical programming expertise. Andrea led a separate data warehousing, management, and analysis effort enabling CCBH to be the recognized leader in implementing state-mandated efforts to share de-identified physical health, pharmacy, and behavioral health data and improve care coordination between behavioral and physical health Medicaid MCOs. Starting in 2005, she led HAPG's efforts in support of the preparation of CCBH's capitation rate proposals to the state, including coordinating clinical and actuarial input.

PricewaterhouseCoopers LLP (1997 to 2002)

As an associate and senior associate in PricewaterhouseCoopers' litigation support practice, Andrea developed and implemented economic, statistical, and financial models and managed and supervised staff implementing complex analyses. Her clients included major corporate entities in healthcare, information technology, and banking facing anti-trust, employment discrimination, and consumer credit matters.

Education and Certifications

MS, Economics, University of Wisconsin

BSFS, Economics, *magna cum laude, Phi Beta Kappa,* Georgetown University

Prosci® Certified Change Practitioner (CCP)

Member, American Economic Association

Fluent in Spanish

Presentations and Publications

Clark, A, Highland J, Miller A. A Study of Ground Ambulance Transport Commercial Claims. Submitted to NHID. 26 February 2019. https://www.nh.gov/insurance/reports/documents/ambul_study_2019.pdf.

Clark, A. Threading the Needle: Using Expert Determination to Enhance New Hampshire's Comprehensive Health Care Information System Public Use Data Sets. National Association of Health Data Organizations Health Care Data Summit 2018. Park City, Utah. 11 October 2018. https://www.nahdo.org/sites/default/files/AClark_Deck_FINAL_NAHDO.pdf.

Clark, A. Expert Determination Report: New Hampshire Comprehensive Healthcare Information System Public Use Data Set Redesign. Submitted to the New Hampshire Department of Health and Human Services and NHID. 16 November 2017.
https://www.nh.gov/insurance/reports/documents/nh_comp_hcis_pudr.pdf.

Clark, A. Quality Improvement Module III: Data, Analytics, and Measurement. Part III: Interpretation & Presentation. Webinar presented to the West Virginia BMS Division of Operations Management, Quality Unit, 26 October 2017.

Clark, A. Quality Improvement Module III: Data, Analytics, and Measurement. Part II: Statistics & Measurement. Webinar presented to the West BMS Division of Operations Management, Quality Unit, 24 October 2017.

Clark, A. Quality Improvement Module III: Data, Analytics, and Measurement. Part I: Data Management. Webinar presented to the West Virginia BMS Division of Operations Management, Quality Unit, 5 October 2017.

Clark, A. NHCHIS Public Use Data Enhancement: Methods and Recommendations for Stakeholder Review and Feedback. New Hampshire CHIS Public Use Data Stakeholders Meeting, Concord, NH. 16 August 2017.

Hart L, Elwood J, Kennedy L, Clark A, and Highland J. Cycle II Rate Review Grant Evaluation, Submitted to the Vermont Green Mountain Care Board. The Vermont Green Mountain Care Board. December 2015. http://gmcboard.vermont.gov/sites/gmcb/files/documents/GMCB%20Cycle%20II%20Evaluation%20Grant%20Rate%20Review%20Report.pdf.

Co-author, on behalf of MACHIA, of over 20 cost assessments of proposed or enacted state-mandated health insurance benefits presented to the Massachusetts Legislature, including:

Clark A, Elwood, J, Hamilton, V, et al. State-Mandated Health Insurance Benefits and Health Insurance Costs in Massachusetts. MACHIA. July 2021. https://www.chiamass.gov/assets/docs/r/pubs/mandates/Comprehensive-Mandated-Benefit-Review-2021.pdf.

Hart L, Hamilton V, Clark A, Elwood J. An Act for Prevention and Access to Appropriate Care and Treatment of Addiction. MACHIA. August 2019. https://www.chiamass.gov/assets/docs/r/pubs/19/H4742-Appropriate-Care-and-Treatment-of-Addiction.pdf.

Hart L, Hamilton V, Clark A, Elwood J. An Act Relative to Women's Health. MACHIA. February 2019. https://www.chiamass.gov/assets/docs/r/pubs/19/H2207-and-S507-Womens-Health-020719.pdf.

Raslevich A, Clark A, et al. State-Mandated Health Insurance Benefits and Health Insurance Costs in Massachusetts. MACHIA. December 2016. http://www.chiamass.gov/assets/docs/r/pubs/16/2016-Combined-Comprehensive-12-2016.pdf.

Clark A, Raslevich A, et al. Mandated Benefit Review of H.B. 3972: An Act Relative to the Practice of Acupuncture. MACHIA. April 2015. http://www.chiamass.gov/assets/Uploads/MBR-H3972-Acupuncture.pdf.

Additional MACHIA papers are available at http://www.chiamass.gov/mandated-benefit-reviews.

BerryDunn

Arisara Miller, MS
Senior Economist/Manager

Arisara is an experienced healthcare data analyst with over 20 years of experience working with healthcare institutions and insurance agencies across the country. Her expertise includes managed care organizations, Medicaid payment methodologies, claims-based algorithms, and data extractions.

Key Qualifications

- ✓ Over 20 years' experience with claim and encounter data
- ✓ Conducts analyses for trend reporting, pricing/actuarial support, contract negotiations (provider/accountable care organizations/vendors) and financial reconciliations/settlements
- ✓ Experience with care management program design and registry creation to track high-risk, high-cost, or chronically ill members
- ✓ Experience with program evaluations and healthcare quality measures (e.g. Health Care Effectiveness Data and Information Set (HEDIS))
- ✓ Extensive experience setting up and maintaining data warehouses and analytic sandboxes with claims, encounters, eligibility records, lab data, and reference tables
- ✓ Leads data improvement and data management projects
- ✓ Significant experience with reporting/analysis package design and testing

Relevant Experience

BerryDunn (06/2018 to present)

Arisara serves as part of BerryDunn's Health Analytics Practice Group as a manager, focusing on data analytics engagements with healthcare clients across the country. She conducts quantitative research and assists on various projects to estimate market impacts of potential health system mergers, health policy changes, and state legislatures' health insurance benefit mandates. She builds SAS-based production processes to clean and validate claims and enrollment data, updates data warehouses, and generates reports of financial performance and health care quality indicators for accountable care organization (ACO) clients. Arisara also serves as the lead visualization designer/creator for the West Virginia Department of Health and Human Resources (DHHR)'s child welfare system initiatives, developing interactive dashboards and flexible on-demand reporting tools.

Blue Shield of California (05/2017 to 05/2018)

As a medical informaticist, Arisara designed and continually improved Tableau models to track cost of healthcare savings from initiatives such as ClaimXten clinical editing, spine surgery / pain management, and radiology pre-service authorization programs. She performed medical and payment policy analyses to inform the Medical Policy Impact Committee, enable new decisions, and evaluate ongoing practices. Other duties included document business requirements and designing data models to store post-service clinical review records in the new Enterprise data warehouse infrastructure, and serving as the team's Tableau Ambassador to establish and enforce best practice standards for server publishing, efficiency, and data visualization.

Boston Medical Center HealthNet Plan (07/2007 to 05/2017)

Medical Economics Principal (01/2014 to 05/2017)
Arisara led the development of numerous complex and time-sensitive analyses to support the Chief Financial Officer, Chief Actuary, and Vice Presidents. She analyzed data to support Medicaid payment method re-pricing, primary care physician attribution, and accountable care organization contract strategy. Other tasks included fulfilling state reporting requirements for total medical expense and relative pricing, developing the quarterly medical expense dashboard, collaborating with information technology (IT) to help ensure data integrity and resolve issues, and guiding junior and senior analysts on SAS/sequence control language coding, enterprise reporting definitions, and best practices.

Senior Medical Economics Analyst (07/2007 to 11/2011)
Arisara tracked medical care expenses and utilization trends to inform senior management and influence key decisions on budgeting and pricing projections. She created reporting packages to satisfy the needs of internal and external customers, conducted research with Medical Directors to build methodologies for identifying at-risk patients for telephonic outreach programs as mandated by state authority and corporate goals, prepared and presented ad hoc analyses to support key corporate initiatives to improve care quality and reduce cost, and coordinated with IT to validate data quality and make recommendations on process and system improvements. Arisara was also responsible for writing project plans, business requirements, technical specifications, and analytic definitions, and for coaching staff on healthcare data, data warehouse structures, and the analytic tool being used.

Blue Shield of California (11/2011 to 01/2014)

With Blue Shield of California, Arisara built and enhanced analysis methods, data systems, and web-based reporting tools. As a medical informaticist, she critically reviewed existing processes to identify inefficiencies and potential problems, took actions to explore and implement solutions, and directly supported the Chief Health Officer, vice presidents, and directors to achieve corporate goals. She set up an automated interface to deliver daily data feeds from internal data marts to the case management system vendor to enhance member-level case management, and established and maintained a robust model to calculate savings from pre-service review activities and medical policies, which revealed significant cost reduction opportunities.

Harvard Pilgrim Health Care (06/2004 to 07/2007)

As a business analyst for medical economics, Arisara designed and developed claim-based algorithms to pinpoint patients for internal disease management programs such as Oncology, End-Stage Renal Disease, High-Risk Pregnancy, and Cardiac. In addition, she was responsible for building and maintaining related registry records. She worked in partnership with Medical Management and Actuarial to develop the appropriate approach to calculating the return on investment for disease management programs, produced and summarized the key findings of ad hoc strategic financial and budget projection reports, evaluated historical statistics and administrative information to pinpoint recent and prospective budgeting and pricing trend drivers, planned and implemented user acceptance testing procedures and SAS programming templates to validate the integrity of the new enterprise data warehouse and web-based reporting tools, documented and automated data mining and reporting processes to achieve consistency and efficiency, and provided SAS and general analytical training to other analysts.

BlueCross BlueShield of Massachusetts (05/2002 to 06/2004)

Finance Development Program for Audit and Controls (01/2004 to 06/2004)
Arisara completed operational and IT readiness assessments of new product development initiatives undertaken by the corporation. She performed ad hoc data extractions and analyses to support internal and external audit services, and assisted the legal department to help ensure that appropriate

confidentiality agreements are in place before releasing any HIPAA-protected health information to external parties.

Analyst (05/2002 to 01/2004)

Arisara evaluated the financial and clinical effectiveness of Cardiac and Diabetes disease management programs. She oversaw data compilations and rate calculations for several National Committee for Quality Assurance (NCQA) HEDIS measures, co-wrote annual population-based analysis publications to present the top 20 medical conditions affecting insured populations, and studied and compiled claim and medical chart review data to secure the annual supplemental Medicare + Choice payments for the heart failure patient population.

CommunityCare of Oklahoma (05/2000 to 05/2002)

As an analyst, Arisara extracted and analyzed healthcare data to satisfy the needs of internal and external customers. She constructed, updated, and maintained databases for various uses, such as NCQA HEDIS rate calculations, the pharmacy data warehouse, and the dental claims database. She also maintained reference tables to enable consistent and accurate reporting capabilities.

Education and Memberships

MS, Economics, Oklahoma State University

BS, Business Administration – Economics (Quantitative Statistics Studies), Oklahoma State University

Fei Zou, MS
Senior Consultant

Fei is an experienced analyst with more than 10 years' experience in the healthcare industry, including nine years with a major New England Medicaid managed care organization. She is proficient in SAS, sequence control language, and Excel and is familiar with medical and pharmacy claims, Healthcare Effectiveness Data and Information Set (HEDIS), Center for Medicare & Medicaid Services (CMS)/National Committee for Quality Assurance (NCQA)/Pharmacy quality Alliance (PQA) measures, DRG and Risk Adjustment. She has developed her skills in learning quickly, multitasking, and working both independently and on a team.

Key Qualifications

- ✓ 12 years' experience in analytics
- ✓ Strong background in strategic planning, compliance, care management, and financial impact reports

Relevant Experience

BerryDunn (07/2021 to present)

Fei is working as senior healthcare analyst in Health Analytics Practice Group. Running monthly financial reports, provider reports and warehouse for multiple clients. Supporting on data collection, data preparation and data validation in different projects. Taking leads on ad hoc analysis.

BMC Health System (formerly HealthNet Plan) (08/2012 to 07/2021)

Fei worked as a health data analyst II, senior health data analyst, and senior medical economics analyst. She led the development and production of regulatory reports to MA Executive Office of Health and Human Services, New Hampshire Department Health and Human Services, and CMS, including NCQA/PQA measures. She developed and analyzed monthly reports to identify high-risk/high utilization members for care management. Fei supported strategic planning including risk adjustment and quality improvement initiatives. She created a results tracking dashboard for utilization trends, quality measure compliance, and care management operations for both internal and external clients. Fei also investigated unusual utilization trends, built and maintained a profitability database for an accountable care organization model, and worked on the claim service categorization from the design phase to the user acceptance testing phases. She was responsible for code migration and impact analysis for the ICD9/ICD10 transition, as well as training for new hires.

Health Dialog (08/2010 to 08/2012)

Fei worked as an evaluation analyst to design and code models to estimate clinical outcomes and financial impact. She consulted with internal and external customers for an appropriate analysis plan and debugged, reviewed and wrote Standard Operating Procedures for SAS products.

Education and Certifications

MS, Mathematical Science, University of Massachusetts Lowell

BS, Applied Mathematics, Tongji University

SAS Certified Advanced Programmer for SAS 9

Feng (Frank) Qin, PhD, FSA, CERA, MAAA
Consulting Actuary

Frank is a consulting actuary with advanced data analytics skills and proficiency with SAS, Sequence Control Language, VBA and R programming. His broad actuarial experience includes valuation and pricing model development, with Fellow of the Society of Actuaries (FSA) and Chartered Enterprise Risk Actuary (CERA) credentials.

Key Qualifications

- ✓ Fellow, Society of Actuaries (FSA), Member, American Academy of Actuaries (MAAA)
- ✓ 10 years actuarial and data analysis experience. Including health care cost analysis and trending
- ✓ Experience working with health insurance spending and utilization data across private and public programs

Relevant Experience

BerryDunn (2018 to present)

Frank is a consulting actuary with of BerryDunn's Actuarial practice, working alongside other members of the firm's Health Analytics Practice Group.

KPMG, LLP (2014 to 2018)

As a senior associate in Health Actuarial Services, Frank served as data analytics lead on multiple projects to identify and quantify healthcare cost saving opportunities for both payers and providers by working with large medical and pharmacy claims datasets. He calculated actuarial reserves independently for a number of health, long-term care, and group insurance carriers to support audit reviews; acted a key developer in building a SAS based predictive model for actuarial pricing; developed a machine learning based predictive model for no shows in patient scheduling via R programming; and built a set of VBA macros to streamline the reserve model creation process, turning manual tasks into a single automated code run.

CVS Health (2012 to 2014)

Frank served internal and external clients to deliver ad hoc research and reports on large pharmacy claim data (hundred millions of records) with a track record of efficiency and accuracy. He led the development of a predictive model on specialty drug usage to support business development and presentation of results to senior management was well received, conducted a time series analysis on store revenue to assist internal resource planning, and trained team members on SAS programming topics.

Munich American Reassurance Company (2011 to 2012)

As a full-time actuarial intern in Enterprise Risk Management, he conducted literature reviews to create an internal manual of current methods for credit risk quantification. He improved a default risk model to provide an alternative benchmark to assess the company's credit risk exposure.

Education and Memberships

PhD, Biomedical Science, University of Connecticut

MS, Actuarial Science, Georgia State University

BS, Biological Science, Fudan University

Appendix B – Example of SAS Code

```
/*************************************************************************************
SAS Code Name: create_rvu_table_20200809
Creator:

Last Updated by: Jimmy Campbell
Last Updated date: 20200809

Information Sources:
1. CMS Physician Fee Schedule Website
https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/PhysicianFeeSched/PFS-Relative-Value-Files

Code Description: The Medicare pricing methodology for professional claims is referred to as the
        Physician Fee Schedule (PFS) or the Resource-Based Relative Value System (RBRVS).
        RBRVS prices procedures (CPT/HCPCS) using Relative Value Units (RVU).These are
        weights established annually by CMS that are based on the relative resource intensity
        of a procedure. This code is to read-in the annual CMS RVU table updates and either create
        or append the data into a SAS Table.

How to use:
1. Pull down the version of the RVU table you want to append from the CMS link above
2. Update Parameters in macro call:
   Year = Fiscal Year the RVUs apply to as well as the folder location
   RVU_File = Name of the actual CSV the RVU table comes in
   Quarter = The quarter that the table was updated. This is useful in the event the user needs to know
        whether or not they are using the final or interim tables (JAN, APR, JUL, or OCT)
3. Call macro

NOTE: This code and the table are built to only hold 1 version of the RVU per calendar year.
   If the user would like to update a version of the RVU using a quarterly extract, then they must delete out
   the data from the SAS table for whatever fiscal year they would like to update prior to reading in the new data.
*************************************************************************************/
libname RVU "\\BDFS\IP\Reference\Code Reference\RVU\";

options minoperator;
%macro read_rvu(year=,rvu_file=,quarter=);
/*Check that Quarter is assigned correctly*/
%if not(&quarter. in (JAN APR JUL OCT)) %then %do;
  %put Quarter is not in accepted ranged:  &quarter.;
  %return;
%end;

data RVU_&year.;
   infile "\\BDFS\IP\Reference\Code Reference\RVU\&year.\&rvu_file..csv" delimiter=','
                MISSOVER DSD FIRSTOBS=11;
   length CPTCODE          $       5
CPT_MOD         $       2
CPT_DESC        $       100
STATUS_CD       $       1
Dummy   $       1
work_rvu        8
non_fac_pe_rvu          8
non_fac_na_ind          $2
fac_pe_rvu              8
fac_na_ind              $2
mp_rvu          8
non_fac_total           8
fac_total       8
pctc_ind  $     1
glob_days       $       3
pre_op          8
intra_op        8
post_op         8
mult_proc$      1
bilat_surg$     1
asst_surg$      1
co_surg   $     1
team_surg       $       1
```

```
endo_base           $       5
conv_factor                 8
phys_supv_dx_proc$          2
calc_flag  $        1
dx_imaging_fam_ind          $       2
non_fac_pe_used_for_opps            8
fac_pe_used_for_opps                8
mp_used_for_opps            8
eff_date
end_date 8
load_file $50
quarter $5
;
format eff_date
    end_date yymmdd10.;
                            input
                                                CPTCODE
CPT_MOD
CPT_DESC
STATUS_CD
Dummy
work_rvu
non_fac_pe_rvu
non_fac_na_ind
fac_pe_rvu
fac_na_ind
mp_rvu
non_fac_total
fac_total
pctc_ind
glob_days
pre_op
intra_op
post_op
mult_proc
bilat_surg
asst_surg
co_surg
team_surg
endo_base
conv_factor
phys_supv_dx_proc
calc_flag
dx_imaging_fam_ind
non_fac_pe_used_for_opps
fac_pe_used_for_opps
mp_used_for_opps
;
 * Correct for missing leading zeroes - These are usually lost when opening in Excel prior to loading*;
 if length(cptcode) < 5 then cptcode = put(input(cptcode,best.),z5.);

/*Create date ranges for when these RVUs are applicable for based on year macro variable */
eff_date="01JAN&year."d;
end_date="31DEC&year."d;
quarter=upcase("&quarter.");
load_file="&rvu_file.";
run;


/*If the RVU table already exists, then select data to be appended onto
from what we just read in in the previous step. This prevents
double loading*/
%if %sysfunc(exist(rvu.rvu)) %then %do;
Proc Sql;
  Create Table rvu_load as
  Select *
  From rvu_&year.
  where year(eff_date) not in (select year(eff_date) from rvu.rvu)
                    ;
quit;
```

```
/*Append load data onto the base RVU table*/
proc append base=rvu.rvu data=rvu_load;
run;

/*Clean up*/
proc delete data=rvu_load;
run;
%end;

%else %do;
data rvu.rvu;
 set rvu_&year.;
run;
%end;

%mend;

%read_rvu(year=2020,rvu_file=PPRRVU20_JAN,quarter=JAN);
%read_rvu(year=2019,rvu_file=PPRRVU19_OCT,quarter=OCT);
%read_rvu(year=2018,rvu_file=PPRRVU18_JUL,quarter=JUL);
%read_rvu(year=2017,rvu_file=PPRRVU17_OCT,quarter=OCT);
%read_rvu(year=2016,rvu_file=PPRRVU16_V0804,quarter=OCT);
/**************************************************************************************
SAS Code Name: create_drg_table_20200817
Creator:

Last Updated by: Jimmy Campbell
Last Updated date: 20200817

Information Sources:
1. CMS IPPS Website
https://www.cms.gov/Medicare/Medicare-Fee-for-Service-Payment/AcuteInpatientPPS

Code Description: The Medicare pricing methodology for acute inpatient claims is referred to as the
        Inpatient Prospective Payment System (IPPS). IPPS prices admissions (events) based on
        the relative resource intensity of the assigned diagnosis related group (DRG). These are
        weights established annually by CMS.
        This code is to read-in the annual CMS DRG table updates and either create
        or append the data into a SAS Table.

How to use:
1. Pull down the version of the DRG table you want to append from the CMS link above
2. Update Parameters in macro call:
   Year = Fiscal Year the DRGs apply to as well as the folder location
   DRG_File = Name of the actual file the DRG table comes in
   Quarter = The quarter that the table was updated. This is useful in the event the user needs to know
        whether or not they are using the final or interim tables (JAN, APR, JUL, or OCT)
   Firstobs= First line of the DRG table with data that should be read into SAS
3. Call macro

NOTE: This code and the table are built to only hold 1 version of the DRG per calendar year.
    If the user would like to update a version of the DRG using a quarterly extract, then they must delete out
    the data from the SAS table for whatever fiscal year they would like to update prior to reading in the new data.
**************************************************************************************/
libname drg "\\BDFS\IP\Reference\Code Reference\DRG";

options mprint;
%macro read_drg(year=,drg_file=,quarter=, firstobs=);
/*DRG weights are based on federal fiscal year so end date crosses calendar year*/
%let year2= %eval(&year.+1);
%put &year2.;

/*Check that Quarter is assigned correctly*/
%if not(&quarter. in (JAN APR JUL OCT)) %then %do;
 %put Quarter is not in accepted ranged: &quarter.;
 %return;
%end;

data drg_weights_&year.;
```

```
 length drg $3
      var2-var3 $3
                        ref_mdc $3
                        med_surg_flg $5
                        description $250
                        weight_char $7
      ref_weight 8
      geometric_los 8
      arithmetic_los 8;
 infile "\\BDFS\IP\Reference\Code Reference\DRG\&drg_file..txt" dsd missover firstobs=&firstobs. dlm="09"x;
 input drg
      var2
                        var3
                        ref_mdc
                        med_surg_flg
      description
      weight_char
      geometric_los
      arithmetic_los
 ;
 ref_weight=input(weight_char, 7.4);
 /*DRG table is established using the Federal Fiscal Year (Oct-Sep)*/
 eff_date="01OCT&year."d
 end_date="30SEP&year2."d;
 quarter=upcase("&quarter");
 load_file="&drg_file.";
run;

/*If the DRG table already exists, then select data to be appended onto
from what we just read in in the previous step. This prevents
double loading*/
%if %sysfunc(exist(drg.drg_weights)) %then %do;
Proc Sql;
  Create Table drg_load as
  Select *
  From drg_weights_&year.
  where eff_date not in (select eff_date from drg.drg_weights)
                        ;
quit;

/*Append load data onto the base drg_weight table*/
proc append base=drg.drg_weight data=drg_load;
run;

/*Clean up*/
proc delete data=drg_load;
run;
%end;

%else %do;
data drg.drg_weights;
  set drg_weights_&year.;
run;
%end;

%mend;

%read_drg(year=2016,drg_file=CMS_1632_CN_Table_5,quarter=OCT,firstobs=3);
%read_drg(year=2017,drg_file=CMS_DRG_2017,quarter=OCT,firstobs=2);
%read_drg(year=2018,drg_file=CMS_DRG_2018,quarter=OCT,firstobs=2);
```

STATE OF NEW HAMPSHIRE
New Hampshire Comprehensive Health Information System (NHCHIS)
Analytic Consulting Services to Support NH HealthCost Website
REQUEST FOR PROPOSALS

INTRODUCTION

The New Hampshire Insurance Department (NHID) is requesting proposals for a Contractor to perform consulting services to support the NHID in the continued development and maintenance of the NHID price transparency website (www.nhhealthcost.org). The NHID seeks support to ensure the integrity of underlying NHCHIS data used to develop the NH HealthCost content, to maintain updated SAS code for the rates produced on the website, and to provide project management expertise.

CONTRACT PERIOD

The Contractor will provide services from July 1st, 2023, through June 30th, 2028, subject Governor and Council approval and legislative approval of future biennial budgets.

INSTRUCTIONS

Electronic proposals will be received until 4:00 pm EST , on Friday, March 17th, 2023, at the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire, 03301. Emails should be sent to Jason.J.Aziz@ins.nh.gov and include in the subject line: RFP for NH HealthCost Analytics Consulting Services.

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

GENERAL INFORMATION

Claims Data Testing

The NHID maintains data collection rules, specified in the NHID administrative rules: Ins 4000 UNIFORM REPORTING SYSTEM FOR HEALTH CARE CLAIMS DATA SETS http://www.gencourt.state.nh.us/rules/state_agencies/ins4000.html requiring health insurance carriers and third party administrators (TPAs) to submit medical, dental, and prescription claims data, and enrollment files to the state. The data are collected in order to create the NHCHIS (http://www.gencourt.state.nh.us/rsa/html/XXXVII/420-G/420-G-11-a.htm). The data include information on approximately 600,000 currently insured members at any point in time but may also include data on Medicare and Medicaid enrollees. For additional information on the NHCHIS, please view the website: http://nhchis.org.

Normally, data extracts of the NHCHIS are produced for the NHID/DHHS on a quarterly basis, in text format. Import code into SAS can be provided by the NHID to the Contractor. The data

consolidator uses a system that includes basic data testing, but the data integrity may still be less than acceptable for analytic use by the NHID in the production of information on HealthCost. The Contractor shall be responsible for performing reasonability checks of the data (quality assurance and/or QA testing), for the fields that are necessary to produce the information on NH HealthCost. The Contractor should anticipate performing at least four data testing sessions, on a quarterly basis, and potentially two per quarter when data issues are identified, or an extract needs to be recreated by the data consolidation vendor. The data testing should be considered high level reasonability testing, not a deep dive to identify every anomaly in the data.

Specifically, the contractor shall include a review of the items below to ensure the fields are populated and the values reasonable:

- Carrier identifier, insurance product (e.g., HMO, PPO, etc.), policy type (e.g., fully insured vs. self-funded), and market information (e.g., exchange products, small group, non-group, large group);
- Medicare, Medicaid, and commercial payer identifiers;
- Distribution of professional and institutional claims;
- Provider charges, plan paid, copayment, coinsurance, deductible, and calculated allowed amounts (e.g., most values are positive, allowed amounts are less than charges);
- Prescription drug information, including the 25 most frequently prescribed drugs, the 25 most expensive drugs, and the 25 drugs with the highest year-over-year cost increases.
- Procedure codes, including, but not limited to: CPT, HCPCS, HCPCS II, and revenue codes;
- Dates of service;
- Claims indicator as denied/paid, or marked as primary/secondary/etc.;
- Health care provider fields include or can be linked to a useable NPI;
- Member identifiers match among different data files (e.g., claims and membership files);
- Check for duplicate records or missing date ranges;
- Member demographics (DOB, Gender, zip code); and
- That the number of records, members, fields, and date ranges within the data received by the NHID are consistent with what is described by the data consolidator.

The Contractor should document issues that should be addressed or recognized by the data consolidation vendor until resolved, including providing examples of the finding.

Once the QA testing programs are written, unless new anomalies are detected, **the maximum amount of time the Contractor should need for QA testing of a clean file is four hours per quarterly extract**. QA testing must be complete within one week of the Contractor receiving the data file from the data consolidator unless the Contractor receives approval from the NHID for an extended period.

The proposal shall include all the requirements in this RFP for testing of the data extracts.

HealthCost

The NHID is the owner of the NH HealthCost website (www.nhhealthcost.org) and the Contractor will be responsible assisting the NHID with revising and/or developing the SAS programming code used to calculate the cost estimates and quality information on the website. The NHID does not use any proprietary software programs, algorithms, black box technology, or other confidential information to produce the rates on the HealthCost website, and the Contractor cannot rely on any such technology or product when further developing rates, methodology, or supporting programs. The SAS programs used in the production of HealthCost rates has a copyright with the NHID. NH HealthCost is under a trademark with the NHID. Any SAS code or product produced by the Contractor in support of this project is the property of the NHID and any reference by the vendor to the work performed on the HealthCost project shall describe HealthCost as a New Hampshire State initiative, and that any work performed by the vendor is as an independent contractor of the NHID. The Contractor cannot copyright or otherwise inhibit the NHID or any interested party from obtaining, sharing, and using the work product produced under this project. The current SAS code can be obtained by sending a request to Jason.J.Aziz@ins.nh.gov.

Proposals should include resources to test the algorithms for accuracy and to maintain the code during the term of the contract. The algorithms include different methodologies for showing rates on an unbundled, semi-bundled (e.g., radiology that includes only the professional and technical components, or global billing codes), and "bundled" services that include any service provided during the visit. While the Contractor is primarily responsible for maintaining the programs and updating the rates on HealthCost, the Contractor shall work with the NHID as needed to make changes so that new services can be added, and rates can be produced as efficiently, accurately, and timely as possible. These changes may include adjustments to the rate calculation methodology, changing "bundled" services to the unbundled approach, or general revisions to the methods of developing rate estimates.

Proposals that include potential changes to the existing methodology for providing rate estimates will be considered.

Periodic updates shall take place on a quarterly basis for cost estimates, and less frequently for all other measures. Currently, all non-cost measures are updated annually.

The SAS programs used to create cost estimates and provider quality information are used to create output files that will be loaded to the HealthCost website by the website vendor, currently the University of New Hampshire Web and Mobile Development team (WMD). The Contractor is responsible for ensuring the output files are checked for reasonability and accuracy prior to each transfer of data to the website developer. This includes, but is not limited to:

- spot checking that a provider listed for a service is a provider that offers the service
- analyzing cost estimates to ensure that any costs that appear unusually high or low are investigated
- revisions to the programming to address unusual situations that may result in misleading estimates.

To ensure the validity of rate estimates, the Contractor may need to perform additional analyses using the claims data outside of the programs developed for HealthCost, perform internet research, or in rare circumstances, contact a health care provider directly to understand billing or service delivery practices. The Contractor is also responsible for verifying that the website developer loads the data files correctly.

The Contractor shall perform general maintenance to the SAS code used to produce the HealthCost rates, including routine debugging and changes, or investigating specific questions that may arise about the estimates associated with a particular health care provider or insurance carrier.

Maintenance may include changes to the underlying codes or modifiers used to identify specific procedures, dates of service used with the input data, additions or modifications to the carriers/TPAs, or providers included in the output, procedures included to calculate rates, modifications or enhancements to the rate calculation methodology, and general maintenance to the provider files.

The NHID is supported by a vendor that is responsible for identifying provider associations, and the Contractor may be expected to work with this vendor to incorporate the recommended associations into the HealthCost programming. The Contractor shall provide guidance on the format and layout of the reference tables so that the Contractor and the NHID can efficiently make use of the information provided by the vendor. This may include using the NH CHIS to identify high volume providers based on specific services. The contract with the vendor performing the provider affiliation work can be obtained by sending a request to Jason.J.Aziz @ins.nh.gov.

Specific Contractor expectations include the following:

- Demonstrated expertise with the HealthCost rate estimate methodologies.
- Testing of a sample of the current HealthCost estimates for reasonability and accuracy.
- Rewriting as needed (or as requested by the NHID) current SAS code to add services, payers, or improve the accuracy, efficiency, and timeliness of the rates.
- Updating the cost estimates on HealthCost on a quarterly basis.
- Producing interactive tables reporting the 25 most frequently prescribed drugs, the 25 most expensive drugs, and the 25 drugs with the highest year-over-year cost increases. An interactive graphical dashboard shall be created annually for each parameter.
- Updating the high-cost prescription drug dashboard (using Excel/Tableau) files for upload to UNH-WMD.
- Updating the Quality Measures annually.
- Ensuring that all SAS programs include extensive documentation and that the code is easily understandable by an analyst with intermediate level SAS skills. This code shall be furnished to the appropriate NHID staff upon request.
- Utilizing SAS programming so that all fields included on the consumer and employer sections of the website are produced with rates and related information, including "precision of the cost estimate" and "typical patient complexity." The "typical patient

complexity" field is based on the chronic illness and disability payment system (CDPS), a diagnostic classification system that runs in SAS. The most recent version of the CDPS [currently, CDPS version 7.0] shall be employed and the cost shall be incorporated into the contractor's bid.

- Researching anomalies in the data as appropriate when calculations produce results that are not expected. The Contractor is expected to provide a breakdown of the payment components, such as the bundled professional and institutional payments, as appropriate. These anomalies may be identified by a patient, the Contractor, the NHID, a provider, an insurance carrier, or another interested party.

Since the rates will be loaded to the HealthCost website, the Contractor shall be responsible for working directly with WMD team to transfer files for loading and addressing any formatting issues that arise.

The proposal shall identify a specific person or persons assigned to the expectations outlined in the proposal, and any changes to the assignment of responsibilities to this person(s) during the course of the contract shall be preapproved by the NHID.

Project Costs

The maximum not to exceed cost is $340,000 for the term of the contract.

Proposals should provide a budget breakdown for the following components, shown on annual basis:

- Routine data testing.
- Maintenance of SAS programming code and updates to logic.
- Quarterly updates of cost estimates.
- Quarterly updates of cost estimates for new procedures to be added to NH Healthcost.
    - Including, but not limited to: CPT, HCPCS, HCPCS II J-codes, NDC, and revenue codes.
- Annual update of quality indicators.
- Annual updates to prescription drug price reports.
- Occasional response to inquiries on cost estimates.
- Resource distribution between the analyst/programmer and the project management.

Within the provided limitations, bidders are expected to develop a budget that allocates the number of hours associated with staff, identified by name and title, and the distribution of the projected number of hours associated with the tasks.

Proposals will be evaluated based on the experience, skills, and expertise of staff, as well as the per hour rate for the hours budgeted to complete those tasks. During the course of the project, the Contractor and the NHID will work closely to determine the actual Contractor resources necessary to complete the work, and the Contractor should not assume the entire budget will be expended. While proposals must include an estimate of the total number of hours, the NHID recognizes the actual number of hours needed is impossible to estimate, and in reviewing proposals, emphasis will be on the hourly rate, qualifications of the staff, and the reasonableness

of budgeted expectations. The not-to-exceed amounts are intended to protect both the NHID and the Contractor from over exposure.

EVALUATION OF PROPOSALS

(A) General. An evaluation team will judge the merit of proposals according to the general criteria defined herein.

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

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

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

(1) Specific skills of the individual needed to perform the tasks outlined in the RFP and the proposal. The proposal must include a listing of references for recent engagements by the vendor that reflect the skills appropriate for work on this project, including telephone numbers and specific persons to contact.

i. Experience and expertise with
    1. writing code in SAS for other users,
    2. using health insurance claims data, including charge, paid and cost sharing data fields,
    3. importing and exporting data files, and
    4. working with health care provider data files.

ii. Proven ability to provide technical assistance and communicate effectively.

iii. Familiarity with various health insurance claims data sources.

iv. Ability to work with data extensively and independently.

v. Demonstrated ability to work collaboratively with government agencies and other vendors.

(30 percent)

(2) General qualifications and related experience of the individual identified in the proposal. Knowledge of health care administrative data, health insurance carrier/TPA claims processing systems, data consolidation services and health insurance generally, demonstrated through experience. Good communication skills and demonstrated ability to work in collaboration with other vendors, both industry and regulatory personnel in New Hampshire. Industry experience is preferred. The proposal must include a summary of experience, including a current resume for each individual expected to perform work under the proposal, and samples of relevant SAS code.

(30 percent)

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

(30 percent)

(4) Derivation of cost for the staff time. The proposal should include the hourly rate for individuals, and an estimate of the amount of time each person(s) might be expected to expend on the project. The proposal must include each development and operational budget section identified in this RFP, and the specific staff, hours associated with those budgets. Proposals shall be evaluated with substantial emphasis on the per hour rate, project timeline estimates, and the hours associated with staff expertise. The response required pursuant to this part shall be sufficiently detailed to create a general expectation of ability for the contractor to complete the tasks within the not to exceed amounts provided.

(10 percent)

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

(D) Other Information. The New Hampshire Insurance Department will accept written questions related to this RFP from prospective bidders with the deadline being **Friday, March 3rd, 2023**. Questions should be directed to Jason Aziz via email: Jason.J.Aziz@ins.nh.gov. A consolidated written response to all questions will be posted on the New Hampshire Insurance Department's website www.nh.gov/insurance, by **Friday, March 10th, 2023**.

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

The selection of the winning proposal is anticipated by **Friday, April 7th, 2023**, and the NHID will seek to obtain all state approvals in May 2023. Please be aware that the winning bidder will need to provide all signed paperwork to the NHID by **April 14th,**

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

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

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BERRY, DUNN, MCNEIL & PARKER, LLC is a Maine Professional Limited Liability Company registered to do business in New Hampshire as BERRY, DUNN, MCNEIL & PARKER, P.L.L.C. on March 12, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **310384**

Certificate Number: **0006070620**

IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of January A.D. 2023.

David M. Scanlan

Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Sarah Belliveau, of Berry, Dunn, McNeil & Parker, LLC do hereby certify that:

1. I am the Chief Executive Officer of Berry, Dunn, McNeil & Parker, LLC:

   This Limited Liability Company may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through the New Hampshire Insurance Department.

   RESOLVED: That the Principal is hereby authorized on behalf of this company to enter into said contracts 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, and Jennifer Elwood is the duly elected Principal of the Limited Liability Company.

2. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of this 1st day of May, 2023.

   IN WITNESS WHEREOF, I have hereunto set my hand as the Chief Executive Officer of the company this 1st day of May, 2023.

Sarah Belliveau
Chief Executive Officer
Berry, Dunn, McNeil & Parker, LLC

STATE OF Maine
COUNTY OF Cumberland

On May 1, 2023, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above and acknowledged that she/he executed this document in the capacity indicated above.

Theresa H. Seekamp
Signature of Notary or Justice of the Peace

Notary Seal

Theresa H. Seekamp
Name/Title of Notary or Justice of Peace

My Commission Expires: February 12, 2026

THERESA H SEEKAMP
Notary Public-Maine
My Commission Expires
February 12, 2026

BERRDUN-03 HCTALBOT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/25/2023

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

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

PRODUCER Clark Insurance 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543	CONTACT NAME: Heather Caston-Talbot, AAI, CIIP, CIC PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: hcaston-talbot@clarkinsurance.com
INSURED Berry Dunn McNeil & Parker LLC Attn: Jodi Coffee PO Box 1100 Portland, ME 04104	INSURER A : Hanover American — NAIC # 36064 INSURER B : Massachusetts Bay — 22306 INSURER C : The Hanover Insurance Company — 22292 INSURER D : Maine Employers Mutual Ins Co — 11149 INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X ISO form CG 00 01 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			ZZP D240054	4/30/2023	4/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			ADPD240058	4/30/2023	4/30/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Auto P.D.	$ 1,000,000 $ $ $ $ 50,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			UHP D240055	4/30/2023	4/30/2024	EACH OCCURRENCE AGGREGATE	$ 8,000,000 $ 8,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			5101800149	1/1/2023	1/1/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30 day notice of cancellation with 10 days notice for non-payment of premium, if required by written contract/agreement.

Workers Compensation coverage applies in the State of New Hampshire.

CERTIFICATE HOLDER

New Hampshire Insurance Department
21 S Fruit St, Suite 14
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Heather Caston-Talbot

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/16/2023

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

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PRODUCER
Affinity Insurance Services
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034

CONTACT NAME: Gretchen McCole
PHONE (A/C, No, Ext): 215-773-4600 **FAX (A/C, No):**
E-MAIL ADDRESS: gretchen.mccole@aon.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Berry, Dunn, McNeil & Parker, LLC
2211 Congress Street
Portland, ME 04102

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			APL-188112791	04/01/2023	04/01/2024	Per Claim/Aggregate Limit	$1,000,000 / $1,000,000
							Limits shown are as requested. SIR applies per policy terms and conditions.	

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

CERTIFICATE HOLDER
New Hampshire Insurance Department
21 South Fruit Street, Suite 14
Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE
Gretchen McCole