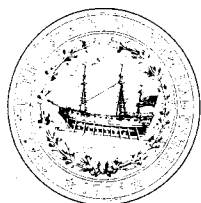


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**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

Roger A. Seigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

November 23, 2015

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

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract with Helms and Company, Inc. (Vendor # 155934) of Concord, NH in the amount of \$70,000, for consulting services effective upon Governor and Council approval through June 30, 2018. 43% Federal Funds, 57% Other Funds.

The funding is available in accounts Health Insurance Premium Review Cycle III and Department of Insurance Administration – Other Funds, as follows, for Fiscal Years 2016 and 2017 and are anticipated to be available in the following account in Fiscal Year 2018 contingent upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

Health Insurance Premium Review Cycle III

	FY2016	FY2017
02-24-24-240010-88870000-046-500464 Consultants	\$25,000	\$5,000

Department of Insurance Administration – Other Funds

	FY2016	FY2017	FY2018
02-24-24-240010-25200000-046-500464 Consultants	\$0	\$20,000	\$20,000

EXPLANATION

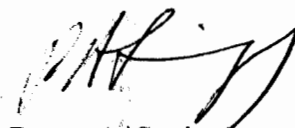
The New Hampshire Insurance Department has received a federal grant to improve the health insurance premium rate review process and transparency related to health insurance premiums and medical care costs in New Hampshire. Under the grant, the Insurance Department will improve the health insurance rate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

The consultant's primary responsibility will be to develop and maintain a master list of health care providers that will provide accurate provider names and clinician associations/affiliations with delivery systems or provider group practices in connection with the initiative to improve and expand the information available on the Department's HealthCost website, www.nhhealthcost.org for consumers and employers. The consultant will develop a method for ongoing periodic review of providers, provider affiliations and related information and maintain the provider lists through the end of the contract period.

The Request for Proposal was posted on the Department's website October 19, 2015 and sent to past bidders for Department contract work and companies doing work in this field. Only one bid was received. The bid was evaluated by NHID staff familiar with the project goals using a scoring system included in the RFP. After reviewing the bid response, the Commissioner selected the Helms and Company, Inc. proposal as responsive and cost effective to the Request for Proposals (RFP).

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

Respectfully submitted,



Roger A. Sevigny

RRG-310 PROPOSALS EVALUATIONS

Evaluation Committee members: Alain Couture, Maureen Mustard, Martha McLeod

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

On November 13, 2015, the Evaluation Committee members met, and as a group assigned points to each bid per the "Specific comparative scoring process" described in each RFP.

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

RFP/VENDOR	CONTRACTOR SPECIFIC SKILL (30% or points)	CONTRACTOR QUALIFICATIONS & RELATED EXPERIENCE (20% or points)	PLAN OF WORK (20% or points)	Bid Price- BUDGET AMOUNT	COST (30% or points)	TOTAL SCORE (100% or Points)	Score without \$\$\$	NOTES
RFP 2015-RRG-310 HealthCost Provider File II								
Helms & Company, Inc	26.00%	17.00%	17.00%	\$70,000	30.00%	90.00%	60.00%	

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 S. Fruit Street, Suite 14, Concord, NH 03301	
1.3 Contractor Name Helms & Company, Inc		1.4 Contractor Address One Pillsbury Street, Suite 200, Concord, NH 03301	
1.5 Contractor Phone Number (603) 225-6633	1.6 Account Number 0224 27 02108551000 0224240010252000	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$70,000
1.9 Contracting Officer for State Agency Alexander Feldvebel, Deputy Commissioner		1.10 State Agency Telephone Number 603-271-7973	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory J. Michael DeGnan, President	
1.13 Acknowledgement: State of _____, County of _____ On <u>Nov 18, 2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.13.1			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary for Justice of the Peace Richard Richardson			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Alexander K. Feldvebel, Deputy Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: 12-3-15			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Attorney General On: December 2, 2015			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Helms & Company, Inc.
2015-RRG 310-HealthCost Provider File II

Exhibit A

Scope of services

Summary of Services to be provided:

1. Develop and maintain an updated master listing of providers for the NH Insurance Department's HealthCost database that will include accurate provider names and clinician association/affiliation with delivery systems or provider group practices
 - a. Complete a comprehensive review and revision of existing provider group names contained in the database for the following specialty areas: obstetrics, dermatology, internal medicine, pediatrics, laboratories, ambulance, pharmacy, behavioral health and urgent care by September 2016, including:
 - i. Identification of the ownership relationships and contractual affiliations among hospitals, surgical care centers, laboratories, independent clinicians, clinician group practices, clinics and ambulance providers; the clinicians who practice at each hospital, clinic and group practice;
 - ii. Identification of the clinicians (physician, nurse practitioner, physician assistant, behavioral health therapist) who practice at each hospital, clinic and group practice and those clinicians that are 'itinerant' or serving as locum tenens physicians and how should they be treated;
 - iii. Identification of appropriate office or group names and contact information including address, phone numbers and websites of the identified clinicians/groups;
2. Document the methodology used to define the affiliation and grouping types that reflect the NH market; a method to link providers to their various provider affiliations and groups; and a method for ongoing periodic review of providers, provider affiliations and related information.
3. Document clinical delivery issues, configuration of local health care delivery systems, physician-hospital relationships, billing practices, and other non-standard practices that NHID would need to take into account in order to accurately analyze claims data and interpret results
4. Provide recommendations of appropriate clinician/facility distinctions (for example: Imaging Centers and Radiology Providers)
5. Review the provider file in the NHHealthCost.org test environment and recommend remediation needed to ensure the presentation of provider listings is valid and user friendly.
6. Review and maintain the files on a quarterly basis through the end of the contract.
7. The Consultant shall performed all other tasks as described in the 2015-RRG 310-HealthCost Provider File II (attached) and the Bid response (attached) which are incorporated by this reference.

**Response to Request for Proposal (2015-RRG 310)
New Hampshire Department of Insurance**

**Consulting Assistance Developing and Maintaining
New Hampshire Healthcare Provider File II
For NH HealthCost Website**

Response Submitted by:

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

Date: November 15th 2015

**RESPONSE TO NEW HAMPSHIRE DEPARTMENT OF INSURANCE REQUEST FOR PROPOSAL
FOR DEVELOPMENT AND MAINTENANCE OF NEW HAMPSHIRE HEALTHCARE PROVIDER FILE II.**

INTRODUCTION AND STATEMENT OF NEED

The New Hampshire Department of Insurance (NHID) intends to contract with a consultant to assist with the development and maintenance of a provider list for its New Hampshire HealthCost Initiative. Specifically, Consultant would develop a provider list in the areas of obstetrics, dermatology, internal medicine, pediatrics, laboratories, ambulance, pharmacy, behavioral health and urgent care and will maintain quarterly, all existing and developed provider files.

PROJECT GOALS AND OBJECTIVES

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

- What are the legitimate groupings of providers?
- Which specific providers are associated with certain identified groups?
- What physician-hospital relationships exist that might impact the way in which certain service or case cost data is developed?
- What are the appropriate names of the identified groups (i.e., from a consumer perspective)?

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

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

STATEMENT OF WORK

Helms & Company will draw on its extensive 30-year experience working with New Hampshire providers along with its market knowledge to determine appropriate provider affiliations and group names. This will include referencing our proprietary Client Database as well as other more publicly available information. Where necessary, Helms & Company will directly contact community hospitals or large independent provider managers to help determine or confirm clinician affiliations and associations. If needed, Helms & Company will contact providers directly to make a final determination of affiliation/association.

HELMS & COMPANY CAPABILITIES

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

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

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

- New Hampshire Lithotripter Center, Inc. (completing 2014)
- New Hampshire Imaging Services
- Integrated Eyecare, Inc. (completing 2015)
- Rural Home Care Network, LLC
- New Hampshire Community Behavioral Health Association
- VNA Health System of Northern New England, Inc.

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

- **Interim CEO Management**

- Rockingham Memorial Hospital, Bellows Falls, Vermont, 1989-1991
- Hillcrest Terrace / Pearl Manor Nursing Home, 2001-2002
- New London Hospital, 2002-2003
- Copley Health System, 2006-2007

- University Healthcare, University of New England, College of Osteopathic Medicine, 2007-2008
 - NH Healthy Kids, 2009
 - Upper Connecticut Valley Hospital, 2011
 - Grace Cottage Hospital. 2012
 - Valley Regional Hospital, 2013
- **Interim VP of Medical Services**
 - Monadnock Community Hospital, 2011, 2013
 - Putnam Medical Group, a wholly owned subsidiary of Southwestern Vermont Medical Center, 2011-2012
 - New London Hospital, 2014
 - Androscoggin Valley Hospital, 2014-2015

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

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

HELMS & COMPANY RESOURCES

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

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

- American College of Healthcare Executives
- New Hampshire / Vermont Healthcare Financial Management Association
- Medical Group Management Association
- New Hampshire Hospital Association

For this work, Brian Marquis would be NHID's primary contact, Kevin Stone, Roland Lamy, Ellen McCahon, Brian Marquis, and Angela Spanos will be serving as Consultants. Other Firm resources may be utilized where appropriate.

Exhibit A

PROJECT DELIVERABLE

By September 2016 NHID will receive a revised master listing of providers for its New Hampshire HealthCost database that will include accurate provider names and clinician association / affiliation with delivery systems or provider group practices for obstetrics, dermatology, internal medicine, pediatrics, laboratories, ambulance, pharmacy, behavioral health and urgent care. NHID will also receive a comprehensive review and revision of existing provider group names contained in the database. Consultant will include documentation of methodology for producing these files. At the conclusion of this engagement, Consultant will have maintained accurate provider lists for all existing provider files and those developed by Consultant over the course of the engagement.

PROJECT TIMEFRAME

Helms & Company has a long track record of serving client project needs and delivering its work on time and on budget. Having been involved in the initial phases of the HealthCost Provider file development, we understand there is some fluidity to the exact timeframes for specific deliverables. We are committed to being responsive to the changing needs of the project as it develops to meet any specific needs of NHID and other contractors contributing to the project. We believe that the work outlined in the “Development piece” is easily accomplished by the conclusion of the contract, June 30th 2018 and that maintenance of the provider files can be accomplished over this same period of time.

Exhibit B

PROJECT COST

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

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

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

PROJECT BUDGET

Having intimate understanding of the existing provider files, we know the effort involved maintaining them will likely reach the \$20,000 per year maximum. It is difficult to estimate the magnitude of the development work. Based on the development work highlighted in Section 1(a) we estimate that the development work can be completed within a budget range of \$25,000 to \$30,000. Helms & Company would track actual time at the Consultant rates quoted above and would charge for the deliverables the lesser of time worked or an agreed upon not-to-exceed amount of \$30,000 for the development work and \$20,000 per year for the maintenance work.

Exhibit C

CONFLICT OF INTEREST

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

REFERENCES

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

REQUIREMENTS OF NEW HAMPSHIRE STATE CONTRACT EXECUTION

Helms & Company is aware of the requirements that the successful bidder execute a New Hampshire state contract. We have executed state contracts in the past and are familiar with these requirements. We appreciate the opportunity to submit this proposal for consulting services in response to the New Hampshire Department of Insurance RFP. We accept the terms of the RFP and will accept the terms of the New Hampshire contract.

Attachment 1

(Principals and Consultants)

KEVIN C. STONE

23 Timmins Road

Bow, New Hampshire 03304

Home: (603) 224-2932

Office: (603) 225-6633

Cell: (603) 496-0115

EXPERIENCE:

2006 - Present

DARTMOUTH HITCHCOCK CLINIC, Lebanon, NH

PROJECT SPECIALIST

Part-time internal consultant supporting ACO development and projects concerning physician practice management and hospital relations.

1999 - Present

HELMS & COMPANY, Concord, NH

SENIOR CONSULTANT AND PRINCIPAL

Provide healthcare management consulting to Home Health and Hospice Agencies, Hospital and Physician clients located primarily in New England.

1997 - 1999

DARTMOUTH HITCHCOCK CLINIC, Bedford, NH

EXECUTIVE DIRECTOR - MANAGED CARE

Responsible for managed care payer relationships, development of capitation support systems, managed care infrastructure, and preparation for NCQA Service Delegation.

1989 - 1997

CHIEF OPERATING OFFICER, SOUTHERN REGION

Responsible for 20 facility, 250 physician group practice. Managed \$150 million operating budget with \$75 million annual capitation. Responsible for 120,000 sq. ft. clinical campus development.

1986 - 1989

DIRECTOR, REGIONAL DEVELOPMENT

Managed development of two 30-physician, multi-specialty groups in Southern New Hampshire. Negotiated practice acquisitions. Managed 27,000 sq. ft. facility expansion.

1985 - 1986

AMERICAN MEDICAL INTERNATIONAL, Atlanta, GA

AMBULATORY CARE MANAGER- SOUTHERN REGION

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

- 1983 - 1985 **THE HITCHCOCK CLINIC, INC., Hanover, NH**
 ADMINISTRATIVE DIRECTOR-REGIONAL CLINICS & PLANNING
Developed strategic and operating plans for various regional programs. Chief administrator to five multi-specialty clinics. Planned and implemented start-up of three primary care clinics. Negotiated joint ventures with community hospitals.
- Summer - 1983 **MAYO CLINIC, Rochester, MN**
 ADMINISTRATIVE RESIDENT - PLANNING SECTION
Devised reorganization plan to facilitate growth of Internal Medicine Department. Assisted with site evaluation for Satellite Clinic Development.
- 1980 - 1982 **DARTMOUTH MEDICAL SCHOOL, Hanover, NH**
 ASSISTANT TO DIRECTOR- PRIMARY CARE COOPERATIVE
INFORMATION PROJECT (COOP).
Within the Department of Community and Family Medicine., managed medical research programs involving 40 ambulatory care practices. Provided practice management consulting to primary care clinics in a three-state network. Designed and implemented cost-consciousness curriculum for third year medical students.

EDUCATION:

- 1982 - 1984 The Amos Tuck School of Dartmouth College
 Business Administration Hanover, NH
 Received MBA with highest distinction. Edward Tuck Scholar.
 Founded Not-For-Profit Club.
- 1976 - 1980 The Johns Hopkins University Baltimore, MD
 Received Bachelor of Arts. Majored in Social/Behavioral Sciences,
 Minored in French. One of 13 seniors selected as Residential Life Assistant.

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

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

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

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

CURRICULUM DEVELOPMENT:

Past Member, Instructional Council, New England Healthcare Assembly (NEHA)

Past Chairman, MD Practice Management Certificate Program, NEHA

Past Vice-Chair, Ambulatory Care Certificate Program, NEHA

OTHER ACTIVITIES:

1984 - 1985 Board of Directors, Ottauquechee Health Center, Woodstock, Vermont

1985 - 1986 Board of Directors, West Alabama Hospital, Northport, Alabama

1982 - Present Medical Group Management Association

1993 - 2004 Bow Rotary

1996 - 2008 Board of Directors, (Treasurer, Past President), Second Start, Concord, NH

2003 - 2010 Board of Directors, (Past President), NH/VT Healthcare Financial Management Association

2012- Present Board of Managers, OneCare Vermont

REFERENCES:

Furnished upon request

Roland P. Lamy Jr.

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

MBA, New Hampshire College 1994

B.S. Management, Bloomsburg University 1991

CAREER SKILLS/KNOWLEDGE

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

CAREER ACHIEVEMENTS

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

CAREER EXPERIENCE

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

Strategic Liaison

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

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

Senior Consultant and Principal

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

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

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

Assistant Director, Office of Health Planning and Medicaid

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

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

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

Healthcare Consultant

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

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

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

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

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

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

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

Special Network Consultant 03/00-10/00

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

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

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

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

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

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

Group Health Underwriter 8/91–6/94

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

Brian Marquis, MHA, MS

117 Tuck Drive
Fremont, NH 03044
bmarquis@helmsco.com
Primary Phone: (603) 303-5006

OBJECTIVE

To advance health through the application of my education, experience and skills functioning in a senior leadership role with a leading healthcare organization

PROFESSIONAL EXPERIENCE

Helms & Company

10/13 - Present

Senior Consultant and Principal

- Director of mid-sized orthopaedic private practice
- Practice assessments and improvement plans for private physician practices and practices of integrated delivery systems, both primary care and specialty with an expertise in establishing Patient Centered Medical Home teams.
- Data analyst for multiple behavioral health centers combining cross-entity data

Dartmouth-Hitchcock; Southern, NH

02/13 - 2/14

Director of Regional Operations

- Direct management of regional support services including Quality and Process Improvement, Measurement, Materials Management, Facilities Operations, Patient Access (call centers, referrals, prior authorizations, schedule optimization, pre-registration and capacity planning)

Dartmouth-Hitchcock; Manchester, NH

04/08 - 2/14

Administrative Director

- Direct management of medical and surgical specialty departments, a 24/7 hospitalists service, ancillary services and non-clinical support services of a multispecialty group practice ensuring high patient and employee satisfaction
- Responsible for 7 managers supporting approximately 175 employees, 45 physicians and 15 non-physician providers across 13 specialties, a radiology department and ambulatory surgery center
- Assist managers in clinical and business operations, business and strategic planning/execution and project management
- Responsible for the creation and management of the practice's 100 million dollar budget
- Provide expertise for the entire multispecialty practice in the areas of strategic and financial planning as well as information technology
- Manage clinical and business collaboration/integration with community partners

Dartmouth-Hitchcock; Manchester, NH

03/02 - 04/08

Financial Analyst

- Worked with the divisional medical director and regional director of finance in the analysis and management of financial operations
- Assisted senior management by modeling strategic ideas and their impact on operations and finances to facilitate decision making
- Managed the creation of a multi-million dollar operating budget and helped guide operations towards achieving financial goals
- Lead a divisional group responsible for ensuring that clinical operations create and maintain systems that maximize revenue
- Worked on various regional and system wide initiatives including third party reimbursement, physician compensation, benchmarking, etc.

Premier Immediate Care; Atlanta GA

09/00 - 02/02

Practice Manager

- Developed the framework for the business operations of two start-up family, urgent care and occupational medicine clinics
- Built and maintained relationships with vendors, insurers, consultants and other healthcare providers
- Managed the finances, business operations and clinical support operations of the practice
- Responsible for the management of physician and non-physician staff including recruitment and hiring
- Kept accounting books, performed financial analysis and reported to the company president
- Facilitated the billing, coding and accounts payable functions

Partners Community Healthcare; Needham, MA

11/99 - 08/00

Provider Services

- Educated and supported office staff of network affiliates on full-risk managed care contracts
- Analyzed utilization data and worked with groups to implement processes to maximize efficiency
- Developed a database to facilitate communication between and among departments as well as to track services provided to affiliated groups

Medsafe, Inc; Waltham, MA

06/99 - 11/99

Information Services

- Provided technical support for 80 users, maintained databases and managed telecommunications

Massachusetts Eye and Ear Infirmary; Boston, MA

05/98 - 09/98

Information Services (Internship)

- Worked under a systems analyst and Chief Information Officer on the Year 2000 compliance project and on a project to change registration and scheduling platforms from SMS to IDX

EDUCATION

Dartmouth College

Master's Degree in Science, Health Care Leadership Concentration

University of New Hampshire

Master's Degree in Health Administration

Bachelor's Degree in Health Management and Policy

BOARD WORK

Mental Health Center of Greater Manchester; Treasurer, 2011 - Present

Tuck Woods Homeowners' Association; President, 2010 - 2013

AFFILIATIONS

MGMA

Member

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

EMPLOYMENT HISTORY:

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

- **2000-2012 – Southern New Hampshire Medical Center, Nashua, NH**
 - *2004-2012 – Vice President, Administration*

Responsibilities include third party contracting; development and management of an 80,000 square foot satellite facility; establishment of an acute inpatient rehab unit with a third party; health insurance benefit negotiations; management oversight of a thirty bed behavioral health unit, a Neighborhood Health Center, a residency program and serving as one of the senior managers of the Health System.
 - *2000-2004 – Administrator, Dartmouth-Hitchcock Clinic, Nashua, NH*

Responsibilities included much of the above as well as, through a contract with Dartmouth-Hitchcock, administrative leadership for this forty five provider multi-specialty group

- **1994-2000 – Blue Cross and Blue Shield of New Hampshire**
 - *1996-2000 – Senior Vice President - Provider Contracting*

Responsibilities included the establishment of reimbursement policies, negotiation of all provider contracts; leadership for the acquisition of Matthew Thornton Health Plan; interfacing with the Executive and Legislative branches of the State of New Hampshire
 - *1994-1996 – Vice President - Network Development*

Responsible for hospital and pharmacy benefit negotiations as well as the development of the BCBS HMO product

- **1992-1994 – HealthSource, Inc., Concord, NH**
 - *Vice President*

Responsibilities included the development of a 60 physician multi-specialty group

DAVID CAWLEY

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EMPLOYMENT HISTORY (continued):

- **1986-1992 – Blue Cross and Blue Shield of Massachusetts**
 - *1989-1992 – Division Director*

Senior member of the team that developed the HMO Blue product with primary responsibility for hospital contracting in Northeastern MA
 - *1986-1989 – Division Executive Director*

Responsibilities included the development and operation of prepaid group practices in Methuen and Peabody MA

- **1978-1985 – Matthew Thornton Health Plan, Nashua NH**
 - *Project Director and Health Center Administrator*

Responsibilities included facility development and day to day operation of the multi-specialty physician group associated with this staff model HMO

- **1969-1978 – Public school teaching and administrative positions in New Hampshire, Massachusetts, Vermont, and New Jersey**

EDUCATION:

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

CIVIC INVOLVEMENT:

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

PERSONAL:

- Married; two grown children

ELLEN MCCAHERN

Email: EMcCahon@HelmsCo.com

Cell: 603-759-5566

Health Care Management & Operations Executive, Consultant

A creative, resourceful health care management and operations consultant with proven dynamic management and leadership skills working with payers and providers. Has demonstrated success in start-up implementations, turning around business units' performance, achieving administrative cost reductions, building team-based cultures that maximize and celebrate individuals' potential. Strengths include:

- Thinks strategically and tactically with an underlying focus on execution
- Drives to meaningful outcomes: builds solutions for efficient operations that reduce costs and improve quality
- Consulting/customer-focused approach to internal service delivery and development of external relationships
- Outstanding ability to build power teams and develop individuals
- Strong interpersonal skills: direct, honest, bridges communication divides, gets to the issue, facilitates, collaborates
- Solid grounding in six sigma methodology and organizational development
- Commercial and government-sponsored (Medicaid, Exchange) product knowledge

EXPERIENCE & RESULTS

Helms & Company, Inc.

2014 – Present

Senior Consultant & Principal

Engagements include (partial list):

- **VNA Health System of Northern New England** (an affiliation of 6 non-profit agencies that deliver community-based home health & hospice care services to Central and Southern NH) - Assists CEO workgroup with strategic planning and project support. Directs 4 workgroups (Pediatrics, Infusion Therapy, Public Relations, Palliative Care & Hospice) focused on skills development (build capacity and proficiency), education and identification of opportunities to develop new practices for participating agencies.
- **Community Support Network, Inc.** (a not-for-profit organization that works in support of the 10 NH Area Agencies that provide services to individuals with developmental disabilities and acquired brain injuries and their families) - Provides direction and support for the implementation of NH's Managed Medicaid program.
- **Androscoggin Valley Hospital** (a critical access hospital) - Works with the hospital-owned, Multi-specialty practice on business process analysis and redesign with an eye to EMR optimization.
- **Foundation for Health Communities** (An organization that engages in innovative partnerships to improve health and health care in New Hampshire.) Assist NH's 13 critical access hospitals in optimizing MCO contract performance.

Family Health Center of Worcester, Worcester, MA

2014 – 2015

Project Consultant

Oversaw the implementation of EOHHS' **Primary Care Payment Reform Initiative** which builds on the foundation of the clinic's Patient Centered Medical Home model by integrating

behavioral health into primary care, providing care management to high risk enrollees and care coordination across settings while transforming the payment for primary care.

- *Formed and leading cross-functional work groups charged with clinical model transformation, quality measure reporting and performance, population risk management.*
- *Contract contact for state agency*

CeltiCare Health Plan of MA (subsidiary of Centene Corp.), Brighton, MA 2009-2013
Chief Operating Officer, VP, Operations (promoted to COO 5/10)

Hired (employee #2) to operationalize/implement start-up health plan together with Centene corporate team. Led key health plan functions including Operations (Member/Provider Call Center, Claims, Enrollment, Configuration, Website, Provider Data Management, IT processes and front end TPA services), Facilities, Marketing and Communications, Public Relations, Strategic Planning, Organizational Development.

- *Together with leadership team developed a \$12M, 60+ FTE, NCQA New Health Plan Accredited Managed Care Organization with over 90K unique members (participating in commercial open market and state exchange) in 3 yrs.*
- *Established blended local/centralized operations model for start-up health plan in challenging business environment. Received accolades from 2 state agencies (HHS, A&F) and 1 authority (Health Connector) for seamless implementation.*
- *Key participant in business development initiatives (NH Managed Medicaid, MA Dual Eligible Demo Project and MA Medicaid expansion, MA Exchange Products): RFP response oversight and market relationship development. Received contracts for NH Managed Medicaid, MA Medicaid expansion, MA Exchange.*
- *Proposed redesign and led development of integrated multi-media brand marketing campaign including brand redesign (recognized as Centene-wide best practice). Campaign increased market impressions by 250%.*

Wellpoint, Manchester, NH 2005-2009
Strategic Planning Director – Northeast Health Care Management: 2008-2009

Chief of Staff for VP of Health Care Management - Northeast (CT, ME, NH); ran day-to-day operations of NE HCM.

- *Led OD effort to bring 3 state entities into a regionalized Northeast organization resulting in significant administrative savings and operational efficiencies while exceeding medical cost savings goal.*
- *Developed and managed annual budget and quarterly reforecasts (\$20M; 173 FTEs).*
- *Facilitated development of strategic framework.*
- *Served as business owner for key projects (developed concepts & facilitated implementation) including physician level transparency tool and PT/OT utilization management program.*

Director, Network Management – New Hampshire: 2006-2008

Served as a lead negotiator for the Provider Network Management (PNM) Team. Responsible for a portfolio of hospital and physician contracts including 3 of the largest hospitals in the state (\$149M spend).

- *Developed analytic support framework for network negotiations including negotiation aids and conceptual basis for strategic positions – resulted in rationalized, intentional annual planning.*
- *Negotiated 6 hospital agreements over 6 months – came in 14.5% under budget.*
- *Produced Statewide MAB Fee Schedule for Physicians with PNM Team*
- *Represented Anthem NH at the CON Board meeting and related subcommittees.*

Regional Vice President – Northeast Customer Service: 2005-2006

Led Northeast (CT, ME, NH) Customer Service (member/provider) – 7 call centers in 3 states (\$34.4M budget; 457 FTEs).

- *Built and developed regional team (3 Directors, 14 Managers)*
- *Improved service levels by 70% in 4 months*
- *Prepared and led team to successful '06 transformation: tri-state standardization and virtualization*
- *Outsourced Tier 1 Provider calls to Manila, Philippines. Decreased related costs by approximately 50%.*

Anthem Blue Cross Blue Shield of NH, Manchester, NH

2000-2005

Executive Director, NH Operations and NE Process & Performance Support: 2004-2005

Took over during a system conversion (\$12.2M budget; 213 FTEs). Completed conversion work and led recovery effort to pre-conversion service levels while re-establishing credibility with external constituents. Regionalized (across 3 states) successful local operations support model (\$9.3M budget; 74 FTEs) developed in prior position.

- *Improved overall operational effectiveness measure by 23% in first year*
- *Managed budget to within 1.6% despite significant unanticipated conversion overages*
- *Right-sized Customer Service while returning service metrics to pre-conversion levels:*
- *Implemented Enrollment & Billing stabilization and subsequent makeover: leadership, budget, culture, service levels; relationship with Sales and Brokers:*
- *Developed/directed the Northeast Process & Performance Support Team (74 FTEs). Responsible for training, metrics, in-line quality audit, business unit audit and compliance, performance coaching, process analysis and improvement*

Director, Operations Process & Performance Support; Sr. Manager – Internal Processes & Quality (promoted to Director and expanded responsibilities): 2000-2003

Created six sigma-based operations support unit. Brought together a quality analyst team and 4 siloed functions to create a synergistic internal services organization dedicated to partnering with Operations to drive change and produce quality outcomes.

- *Partnered with Operations to improve and stabilize operational effectiveness measure by 40%:*
- *Deployed innovative methodologies and structures (6 Sigma, Information Mapping, developed Performance Support Teams) while power building teams and individuals*
- *Served as Interim Director, NH NEMCI (5-state, regional product) Operations*

Blue Cross Blue Shield of NH, Manchester, NH

1997-1999

Performance Development Specialist:

- *Redesigned case management model, merged 2 credentialing teams, redesigned core external documents*

Ellen Weiss Training, Windham, NH:

1986-1996

Instructional Design Consultant

- *Clients included: Fidelity Investments, Stratus Computers, Lotus, IBM, NETG-Spectrum*

Spectrum Training Corp., Salam, NH

1983-1985

Project Manager, Sr. Instructional Designer

- *Developed state-of-the-art computer-based application training. Clients included Apple, Compaq, TI, AT&T*

EDUCATION / CERTIFICATIONS:

U Mass Lowell: Project Management Certificate

UNH/Whittemore School of Business and Economics: MBA, 2007

Bucknell University: BA, 1981 – English; concentration in computer engineering

Harvard Law School: Negotiation for Senior Executives

North Haven Group: Green Belt Six Sigma Training

PROFESSIONAL ASSOCIATIONS

Massachusetts Association of Health Plans, Board Member – 2009-2013

ANGELA SPANOS

OBJECTIVE	To obtain a position maximizing my management skills, promoting quality achievement and performance improvement in a healthcare setting utilizing my nursing knowledge and leadership experience in Primary Care and Specialty Care..
PROFESSIONAL ACHIEVEMENTS	<p><u>2015-PRESENT</u> – GREEN BELT CANDIDATE FOR PROCESS IMPROVEMENT PROJECT MANAGEMENT OF ADULT PRE-DIABETES; OPTIMIZATION OF ELECTRONIC MEDICAL RECORD FOR PREVENTATIVE AND CHRONIC CARE CONDITIONS</p> <p><u>2014-PRESENT</u> - ACHIEVED POSITIVE OPERATING MARGIN IN PRIMARY CARE; FOCUS ON CARE COORDINATION TRANSITIONS OF CARE WORKFLOWS; IMPROVE FINANCIAL PERFORMANCE ON ACO- DECREASING COST, INCREASING QUALITY TO ENHANCE VALUE BASED CARE MODEL; STRONG FOCUS ON IMPROVING QUALITY METRICS FOR ACO AND CMS PHYSICIAN GROUP PRACTICE DEMONSTRATION PROJECT; INVOLVEMENT IN SYSTEM WIDE POPULATION MANAGEMENT WORK TEAM UTILIZING TOOLS FOR POPULATION HEALTH MANAGEMENT TO MAXIMIZE PATIENT VISITS, CAPTURE ALL PREVENTATIVE AND CHRONIC CARE NEEDS USING EVIDENCE BASED GUIDELINES</p> <p><u>APRIL 2013</u>- SHARED RESPONSIBILITY FOR NCQA MEDICAL HOME CERTIFICATION- ACHIEVED LEVEL 3 RECOGNITION</p> <p><u>2013-PRESENT</u>- OPERATIONAL RESPONSIBILITIES FOR WORKFLOW TO MEET MEANINGFUL USE OBJECTIVES FOR GROUP PRACTICE</p> <p><u>2012- PRESENT</u>- ACTIVELY WORKING ON STRATEGIES TO DEVELOP PROCESSES AND WORKFLOWS IN PRIMARY CARE FOR ACO (ACCOUNTABLE CARE ORGANIZATION) FOR THE DELIVERY OF HIGH QUALITY COST-EFFECTIVE CARE</p> <p><u>2011</u>- ELECTRONIC MEDICAL RECORD (EPIC)- PARTICIPATED IN DEVELOPING WORKFLOW CHANGES TO ADAPT TO NEW EMR: SUPPORT TO STAFF AND PROVIDERS; EDUCATION SURROUNDING UPGRADES AND CHANGES TO SYSTEM; WORKFLOW ACCOMMODATIONS TO HELP INCREASE PROVIDER EFFICIENCY AND PRODUCTIVITY</p> <p><u>2007-2008</u>- LEADER OF MEDICAL HOME IMPLEMENTATION IN PRIMARY CARE INVOLVING 100 PROVIDERS AND SUPPORT STAFF</p>
SKILLS	Major strengths include: Strong leadership, focus on quality and service excellence, effective communication skills, team-focused, goal oriented, self-motivated, attention to detail, strong nursing knowledge, as well as interviewing, hiring, terminating. Passion for the medical home model of care and adjusting operational workflows to provide high quality, low cost healthcare.
WORK HISTORY	<p>CONSULTANT, HELMS AND COMPANY, CONCORD NH</p> <p>July 2015-PRESENT</p> <ul style="list-style-type: none">• Practice management and clinical oversight of surgical specialties• Patient Centered Medical Home development of primary care practice• Assessments of practices outlining improvement plan• Provide consultative services to primary care and specialty care practices

PRACTICE MANAGER, DARTMOUTH HITCHCOCK CLINIC, MANCHESTER NH

April 2012-July 2015

- Manage 3 Primary Care departments: Internal Medicine, Family Practice and Internal Medicine-Pediatrics, includes oversight of 90 staff including on-boarding physicians, associate providers, nurses, medical assistants, and secretaries
- Establish budget and variance reporting through EPSi budget manager
- Actively involved in Accountable Care Organization and CMS quality initiatives
- Strong focus on quality and service excellence; Process improvement projects
- Medical home implementation in primary care

CLINICAL SECTION SUPERVISOR, DARTMOUTH-HITCHCOCK CLINIC, MANCHESTER NH

September 2006-April 2012

- Supervise 22 nurses in Primary Care including daily operations, staffing, performance evaluations, hiring and terminating employees and corrective actions
- Member of the *Standards of Performance Achieving Excellence* committee, 2006
- Establish protocols and standardization among departments and actively involved in generating a primary care team model
- Budget review and monthly variance reports

CLINICAL SUPERVISOR, SOUTHERN NH INTERNAL MEDICINE, DERRY NH

November 2004-September 2006

OFFICE NURSE, DERRY MEDICAL CENTER, DERRY NH

November 1992- January 2005

TRIAGE NURSE- DARTMOUTH-HITCHCOCK CLINIC, MANCHESTER NH

August 1997-September 2006

TRIAGE NURSE- PER DIEM, DARTMOUTH-HITCHCOCK CLINIC, MANCHESTER NH

June 1995-August 1996

EDUCATION**ASSOCIATE DEGREE IN NURSING, RIVIER COLLEGE-ST. JOSEPH SCHOOL OF NURSING, NASHUA**

September 1989-May 1991

Active State of NH Board of Nursing license #036252-21

YELLOW BELT CERTIFICATION IN PERFORMANCE IMPROVEMENT THROUGH THE DARTMOUTH-HITCHCOCK VALUE INSTITUTE

June 19, 2012

GREEN BELT CERTIFICATION IN PERFORMANCE IMPROVEMENT THROUGH THE DARTMOUTH-HITCHCOCK VALUE INSTITUTE-

In process through June 2015.

Attachment 2

Client References

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

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

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

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

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

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

STATE OF NEW HAMPSHIRE

REQUEST FOR PROPOSALS

2015-RRG 310– HEALTHCOST PROVIDER FILE II

INTRODUCTION

The New Hampshire Insurance Department (NHID) is requesting proposals for a contractor to assist the NHID with developing and maintaining a master list of providers for its New Hampshire HealthCost database that will include accurate provider names and clinician association/affiliation with delivery systems or provider group practices as well as the methodology for creating the list. This contract will continue through June 30, 2018.

GENERAL INFORMATION/INSTRUCTIONS.

The Contractor will assist the NHID to identify and classify health care provider entities in New Hampshire. The purpose of this project is to show health care providers on the NH HealthCost website so that consumers can easily understand what providers the rates are associated with in a consumer friendly manner.

During the time period between contract approval and September 30, 2016, the Contractor will need to identify the ownership or employment relationships and contractual affiliations among hospitals, surgical care centers, laboratories, independent physicians, physician group practices and physician clinics; the clinicians (physicians, nurse practitioners, physician assistants) who practice at each hospital, center, clinic and group practice; which clinicians are itinerant or serving as locum tenens; and the correct current names of the health care provider entities for the following specialty areas: obstetrics, dermatology, internal medicine, pediatrics, laboratories, ambulance, pharmacy, behavioral health and urgent care. Some provider files may already exist but may need to be updated. The Department will establish priorities for the order that categories should be completed. The contractor shall be responsible for maintaining the associations in the file during the period between September 30, 2016 and June 30, 2018.

The data source for the rates posted on HealthCost and the providers associated with the rates is the New Hampshire Comprehensive Health Information System (NHCHIS <https://nhchis.com/NH>). The database includes information on provider specialty, services provided, and various provider identifiers, including taxID, provider name, servicing and billing provider identifiers, and NPI. Currently, NPI is the primary method used to identify providers shown on HealthCost. Within the NHCHIS, provider identifiers are often inconsistent or missing, and no single provider identifier can be relied upon.

The contractor must review the existing master list and provide the necessary changes/revisions and updates on a periodic basis. If needed, the Contractor will contact providers directly to make a final determination of affiliation/association. The current master file can be obtained by emailing Maureen.Mustard@ins.nh.gov.

When information is available, the Contractor shall provide information regarding certain clinical

delivery issues and configuration considerations, as well as implications of certain billing practices that could influence claims data interpretation in the development of future specific service costs.

The specific deliverables for the Contractor include:

1. An updated master listing of providers for its HealthCost database that will include accurate provider names and clinician association/affiliation with delivery systems or provider group practices
 - a. Development piece-A comprehensive review and revision of existing provider group names contained in the database for the following specialty areas: obstetrics, dermatology, internal medicine, pediatrics, laboratories, ambulance, pharmacy, behavioral health and urgent care. By the end of September 2016, the initial file development work should be complete.
 - b. Identification of the ownership relationships and contractual affiliations among hospitals, surgical care centers, laboratories, independent clinicians, clinician group practices, clinics and ambulance providers; the clinicians who practice at each hospital, clinic and group practice;
 - c. Identification of the clinicians (physician, nurse practitioner, physician assistant, behavioral health therapist) who practice at each hospital, clinic and group practice and those clinicians that are 'itinerant' or serving as locum tenens physicians and how should they be treated;
 - d. Identification of appropriate office or group names and contact information including address, phone numbers and websites of the identified clinicians/groups;
2. Documentation of the methodology used to define the affiliation and grouping types that reflect the NH market; a method to link providers to their various provider affiliations and groups; and a method for ongoing periodic review of providers, provider affiliations and related information.
3. Documentation of clinical delivery issues, configuration of local health care delivery systems, physician-hospital relationships, billing practices, and other non-standard practices that NHID would need to take into account in order to accurately analyze claims data and interpret results
4. Recommendations of appropriate clinician/facility distinctions (for example: Imaging Centers and Radiology Providers)
5. Review of the provider file in the NHHealthCost.org test environment and any remediation needed to ensure the presentation of provider listings is valid and user friendly.
6. Quarterly review and maintenance of the files through the end of the contract.

As necessary, the vendor will directly contact community hospitals, mental health centers, provider managers or providers to determine or confirm clinician affiliations and associations.

All of the tasks specified above should be included in any proposal submitted to the NHID. The work under this project may need to be coordinated with other entities, including contractors involved in SAS programming and web development.

The cost proposal should separate costs for the development and maintenance portions of the work plan. The proposal must include a not-to-exceed limit through contract termination. The cost

proposal for the maintenance work is not to exceed \$20,000 a year. Due to the nature of the NHCHIS database and working with provider files, the NHID does not expect the Contractor to be able to predetermine precise estimates of the total time necessary to accomplish the required tasks. The not-to-exceed limit should serve as a limit for overall NHID financial exposure and also as a limit on Contractor resources dedicated to this project.

Electronic proposals will be received until 4 pm local time on November 10, 2015, at the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire, 03301. Emails should be sent to alain.couture@ins.nh.gov and include in the subject line: "RFP for HealthCost Provider File II."

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

EVALUATION OF PROPOSALS

Evaluation of the submitted proposals will be accomplished as follows:

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

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

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

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

(1) Specific skills needed:

- a) Knowledge of the New Hampshire health care market and delivery system
- b) Experience and expertise working with New Hampshire community and clinical providers
- c) Familiarity with New Hampshire provider affiliations and groupings
- d) Experience with health care clinical delivery issues, billing practices, and claims data.

The proposal must include references for recent engagements that demonstrate the contractor's ability to complete this project, including contact information and specific persons to contact.

30 percent

- (2) General qualifications and related experience of the contractor. Knowledge of New

Hampshire health care delivery system, providers, procedures and billing and payment practices. The proposal must include a summary of experience of key personnel including current resumes for all personnel that will be assigned to this project.

20 percent

- (3) Derivation of cost for the Contractor time. The proposal should include the hourly or daily rate for the Contractor, and the timeline for the work. The work under this project may need to be coordinated with other entities, including contractors involved in SAS programming and web development. Separate the cost proposal by the development and maintenance work. The cost proposal for the maintenance timeframe is not to exceed \$20,000 a year. The proposal must include a not-to-exceed limit through contract termination, but the proposal will be evaluated with particular scrutiny of the hourly rates and how efficient the Contractor is likely to be, based on the Contractor's skills and experience. Due to the nature of the NHCHIS database and working with provider files, the NHID does not expect the Contractor to be able to predetermine precise estimates of the total time necessary to accomplish the required tasks. The not-to-exceed limit should serve as a limit for overall NHID financial exposure, but also as a limit on Contractor resources dedicated to this project.

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

30 percent

- (4) Plan of Work. Include a description of the deliverables, timeline, and process for working with the NHID (and/or a vendor of the NHID). The plan of work should include milestones and interim deliverables so that the NHID can use the updated files no less frequently than quarterly.

20 percent

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

(D.) Other Information. The proposal must include a listing of references of recent engagements of the Contractor that reflect the skills appropriate for work on this project, including telephone numbers and specific persons to contact

Potential contractors may be interviewed by staff of the NHID.

The New Hampshire Insurance Department will accept written questions related to this RFP from prospective bidders with the deadline being October 26, 2015. Questions should be directed to Al Couture via email at Alain.Couture@ins.nh.gov. Please include "RFP for HealthCost Provider File."

A consolidated written response to all questions will be posted on the New Hampshire Insurance Department's website www.nh.gov/insurance, by October 28, 2015.

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

The selection of the winning proposal is anticipated by November 16, 2015, and the NHID will seek to obtain all state approvals by late November. Please be aware that the winning bidder will need to provide all signed paperwork to the NHID by November 25, 2015 in order for deadlines to be met.

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

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

**Helms & Company, Inc.
2015-RRG 310-HealthCost Provider File II**

Exhibit B

Contract Price, Price Limitations and Payment

The services will be billed at the hourly rate of \$212.50 for principal time and an hourly rate of \$70 for associate time as set forth in the Contractors Proposal, dated November 15, 2015.

Development work will not exceed the amount of \$30,000. Maintenance work will not exceed the amount of \$20,000 a year. The total reimbursable amount shall not exceed the total contract price of \$70,000.

The services and out-of-pocket expenses shall be billed at least monthly and the invoice for the services shall identify the person or persons providing the service. Payment shall be made within 30 days of the date the invoiced is received.

**Helms & Company, Inc.
2015-RRG 310-HealthCost Provider File II**

Exhibit C

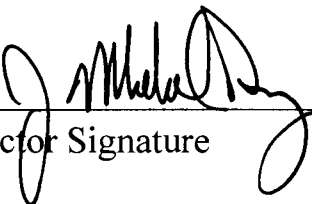
**New Hampshire Insurance Department
Contractor Confidentiality Agreement**

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

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

Helms & Co., Inc
Printed Name of Contractor

Nov. 18, 2015
Date


Contractor Signature

State of New Hampshire Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of December, A.D. 2015

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

(Corporation with Seal)

I, J. Michael Degnan, President of the
(Corporation Representative Name) (Corporation Representative Title)

Helms & Company, Inc., do hereby certify that:
(Corporation Name)

(1) I am the duly elected and acting President of the
(Corporation Representative Title)

Helms & Company, Inc., a C Corporation, Corporation (the Corporation)
(Corporation Name) (State of Corporation)

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

(3) I am duly authorized to issue certificates;

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

18 day of November, 2015, which meeting was duly held in accordance with
State of New Hampshire, law and the by-laws of the Corporation:
(State of Corporation)

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

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

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

J. Michael Degnan President Name

Kevin C. Stone Vice President Name

Roland P. Lamy, Jr. Treasurer Name

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

of the Corporation and have affixed its corporate seal this 18 day of November, 2015

J. Michael Degnan

(Seal)

STATE OF New Hampshire

COUNTY OF Merrimack

On this the 18 day of November, 2015 before me, Catherine Richardson
the undersigned officer, personally appeared, J. Michael Degnan who acknowledged her/himself
to be the

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

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

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

President.

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

Catherine Richardson
Notary Public/Justice of the Peace

My Commission expires: 10 / 26 / 16

DL INFORMATION PAGE

WEG WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: TWIN CITY FIRE INSURANCE COMPANY

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number: 14974

Company Code: 7



*1500276DL15070101 01627

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

Suffix
LARS RENEWAL
04

HOUSING CODE: 76

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

FEIN Number: 020388529
1 PILLSBURY STREET
CONCORD, NH 03301

State Identification Number(s):
UIN:

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

2. Policy Period: From 10/03/15 To 10/03/16
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: PAYCHEX INSURANCE AGENCY INC

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

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

Total Estimated Annual Premium: \$6,008
Deposit Premium:
Policy Minimum Premium: \$530 NH (INCLUDES INCREASED LIMIT MIN. PREM.)

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

Countersigned by *Susan S. Castaneda* 07/18/15
Authorized Representative Date

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

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

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

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

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

D. This policy includes these endorsements and schedule:

WC 00 04 06 WC 00 04 21D WC 00 04 22B WC 99 03 00B WC 99 03 59B
 WC 00 04 14 WC 00 04 19 WC 28 04 02A WC 28 06 01 WC 28 06 04

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

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
8742 SALESPERSONS OR COLLECTORS - OUTSIDE	803,400	.61	4,901
8810 CLERICAL OFFICE EMPLOYEES NOC	253,800	.31	787
INCREASED LIMITS PART TWO (9807)	.80 PERCENT		46
TO EQUAL INCREASED LIMITS MINIMUM PREMIUM (9848)			29
TOTAL PREMIUM SUBJECT TO EXPERIENCE MODIFICATION			5,763
NH - INTRA EXPERIENCE MODIFICATION 280236845			.940
PREMIUM ADJUSTED BY APPLICATION OF EXPERIENCE MODIFICATION			5,417
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			5,417
PREMIUM DISCOUNT 0.3 PERCENT			-16
EXPENSE CONSTANT (0900)			185
TERRORISM (9740)	1,057,200	.020	211
CATASTROPHE (9741)	1,057,200	.020	211
TOTAL ESTIMATED ANNUAL PREMIUM			6,008

Total Estimated Annual Premium: \$6,008
Deposit Premium:
Policy Minimum Premium: \$530 NH (INCLUDES INCREASED LIMIT MIN. PREM.)

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

STANDARD EXHIBIT I

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

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

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

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

(2) Use and Disclosure of Protected Health Information.

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

The NH Insurance Dept.
The State
Alexander K. Feldebel
Signature of Authorized Representative
Alexander K. Feldebel
Name of Authorized Representative
Deputy Commissioner
Title of Authorized Representative
11/23/15
Date

Helus & Co., Inc
Name of the Contractor
J. Michael Yeguan
Signature of Authorized Representative
J. Michael Yeguan
Name of Authorized Representative
President
Title of Authorized Representative
Nov 18, 2015
Date