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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

June 19, 2017

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

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract with Regulatory Insurance Advisors, LLC (Vendor # 275574) of Lincoln, NE in the amount of \$198,922.50, for consulting services effective upon Governor & Council approval through October 31, 2017. 100% Federal Funds.

Funding is available in account titled Enforcement & Protection Grant for Fiscal 2018.

	<u>FY2018</u>
02-24-24-240010-12120000-046-500464 Consultants	\$198,922.50

EXPLANATION

The New Hampshire Insurance Department has received a federal grant for the purpose of enhancing the States' ability to effectively enforce the consumer protections under Part A of title XXVII of the PHS Act. The purpose of the grant program is to help the State expand its review of parity in mental health and substance use disorder benefits, as well as some work to ensure that health insurance issuers do not include discriminatory benefit designs that discourage people with potentially high-cost medical conditions from enrolling in those plans and to enhance review of issuer form filings to ensure coverage of preventive health services without cost sharing.

The NHID seeks assistance from this vendor to develop tools to facilitate the review of forms and filings within health benefit plans filed with the Department for certification. Specifically, this vendor will develop automated validation tools and output summary/exception reports for evaluating compliance with Section 2713--Coverage of Preventive Health Services and Section 2707--Non-Discrimination under Comprehensive Health Insurance Coverage under Part A of Title XXVII of the PHS Act.


The major deliverables for Regulatory Insurance Advisors, LLC include:

1. Create tools to evaluate and validate preventive health services, the prescription drug formulary, and essential health benefits (EHBs) within benefit plans, to include analysis of federal and state requirements;
2. Create automated output summary/exception reports to identify the provisions that do not meet the requirements and generate automated responses for corrective actions;
3. Create an instruction manual for NHID and incorporate into the current electronic manual and a user guide for issuers;
4. Set up a testing protocol for NHID staff to test the tools and output summary/exception reports;
5. Provide training to NHID staff and issuers on the use of the tools and output summary/exception reports; and
6. Provide support to NHID compliance team on modifications and use of the tools and output summary/exception reports.

The Request for Proposal was posted on the NHID's website on April 14, 2016 and sent to past bidders for NHID contract work and companies doing work in this field. Three bids were received. The bids were evaluated by NHID staff familiar with the project goals using a scoring system included in the RFP. After reviewing the bid response, the Commissioner selected the Regulatory Insurance Advisors, LLC as most responsive to the 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. Seigny

ECG-105 PROPOSALS EVALUATIONS

Evaluation Committee members: Michael Wilkey, Diana Lavoie, Alain Couture, Jennifer Patterson, Martha McLeod

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

On May 26, 2017 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 Meets Specific Criteria (35% or points)	CONTRACTOR General Qualifications & Related Experience (20% or points)	PLAN of Work Timeframe and Deliverables (20% or points)	Bid Price- BUDGET AMOUNT	COST (25% or points)	TOTAL SCORE (100% or Points)	Score without \$\$\$	NOTES
RFP 2017-ECG-105 Validation Tools and Automated Output Summary/Exception Reports								
Regulatory Insurance Advisors	31.00%	19.00%	18.00%	\$198,923	7.17%	75.17%	68.00%	
Freedman Healthcare	15.00%	12.00%	18.00%	\$57,070	25.00%	70.00%	45.00%	
Public Consulting Group	14.00%	11.00%	16.00%	\$311,445	4.58%	45.58%	41.00%	

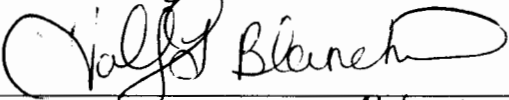
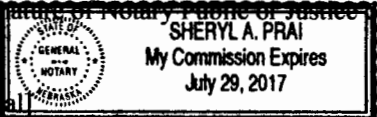
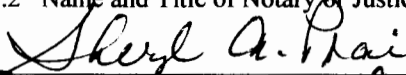
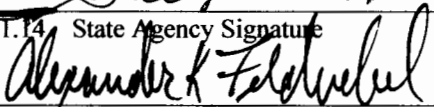
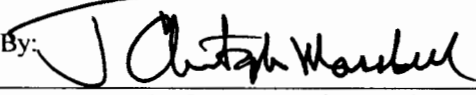
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 South Fruit Street, Suite 14, Concord, NH03031	
1.3 Contractor Name Regulatory Insurance Advisors, LLC		1.4 Contractor Address 941 O Street, Suite 726A, Lincoln, NE 68508	
1.5 Contractor Phone Number 402-217-7745	1.6 Account Number 02-24-24-240010-12120000-046-500464	1.7 Completion Date October 31, 2017	1.8 Price Limitation \$198,922.50
1.9 Contracting Officer for State Agency Alexander Feldvebel, Deputy Commissioner		1.10 State Agency Telephone Number (603) 271-2736	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Holly L Blanchard, President	
1.13 Acknowledgement: State of <u>Nebraska</u> , County of <u>Saunders</u> On <u>6-6-17</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Date: <u>6/19/17</u> <u>Alexander K. Feldvebel, Deputy Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/22/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

Agreement with Regulatory Insurance Advisors, LLC

2017-ECG 105

Validation Tools and Automated Output Summary/Exception Reports

EXHIBIT A

SCOPE OF SERVICES

The Contractor shall be responsible for work that includes the following specific tasks:

1. Create a tool to evaluate and validate preventive health services within benefit plans, to include analysis of federal and state requirements; and an automated output summary/exception report to identify the provisions that do not meet the requirements of Section 2713--Coverage of Preventive Health Services, and generate an automated response for corrective action;
2. Create a tool to evaluate and validate the prescription drug formulary within benefit plans, to include analysis of federal and state requirements; and an automated output summary/exception report to identify the provisions that do not meet the requirements of non-discrimination for prescription drugs and associated CMS-identified health conditions, and generate an automated response for corrective action;
3. Create a tool to evaluate and validate essential health benefits (EHBs) within benefit plans, to include analysis of federal and state requirements; and an automated output summary/exception report to identify the provisions that do not meet the requirements for EHBs, and generate an automated response for corrective action;
4. Create an instruction manual for NHID and incorporate into the current electronic manual and a user guide for issuers on the use of the tools and output summary/exception reports;
5. Set up a testing protocol for NHID staff to test the tools and output summary/exception reports;
6. Provide training to NHID staff in the first plan year of this project on the use and modification of the tools and output summary/exception reports and training to issuers in the second plan year of this project on the use of the tools and output summary/exception reports;
7. Provide support to NHID compliance team through the end of the contract on modifications and use of the tools and output summary/exception reports.
8. Tools should be completed and available to be tested by NHID by February 2018.
9. The Consultant shall performed all other tasks as described in the RFP 2017 ECG 105 Validation Tools and Automated Output Summary/Exception Reports (attached) and the Bid response (attached) which are incorporated by this reference.

**BUSINESS PROPOSAL
TO SERVE
THE STATE OF NEW HAMPSHIRE:**

**2017 - ECG 105
VALIDATION TOOLS AND AUTOMATED OUTPUT
SUMMARY/EXCEPTION REPORTS**



**REGULATORY
INSURANCE ADVISORS**
STATE | FEDERAL | INTERNATIONAL
ENHANCING INSURANCE REGULATION



**REGULATORY
INSURANCE ADVISORS**

STATE | FEDERAL | INTERNATIONAL
ENHANCING INSURANCE REGULATION

May 22, 2017

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

**Re: 2017 ECG 105- Validation Tools and Automated Output
Summary/Exception Reports
Submitted via email to alain.couture@ins.nh.gov**

Dear Mr. Couture:

Regulatory Insurance Advisors, LLC (hereinafter "RIA") is pleased to submit this response to the State of New Hampshire Department of Insurance's (hereinafter "NHID") request for proposal (hereinafter "Request") regarding validation tools and automated output summary and exception reports.

RIA is a woman owned small business located in Lincoln, NE. RIA leadership brings together senior regulatory and industry experts with broad knowledge of today's U.S. and international insurance issues. The unique combination of leadership allows RIA to provide comprehensive and unprecedented assistance to regulators and governmental entities. Our goal is to provide prompt, thorough, professional service to help regulators: 1) protect consumers; 2) promote financial stability of insurers; 3) mitigate and identify financial risks; 4) identify and resolve market conduct concerns; 5) advocate for proper regulation of the insurance industry; and 6) ensure appropriate products and rates are in the marketplace.

RIA offers comprehensive services for regulators in several areas, including:

- The Affordable Care Act
- Mental Health Parity
- Market conduct, including multi-state and collaborative initiatives
- Financial risk examinations
- Market analysis
- Compliance reviews
- Product and rate review
- HIPAA excepted products
- Long Term Care
- Insurance sales, enrollment and advertising
- NAIC matters
- Project management
- Drafting legislation, regulations and informal guidance

RIA attests to meeting all requirements described in the Request and presents with certainty our expertise in being able to meet all requirements.

We appreciate the NHID's consideration and review of our proposal. We are available any time to answer questions or provide additional information upon request.

My contact information is: 402-217-7745 (direct line) or hblanchard@riaconsulting.net.

Best regards,

Holly Blanchard

Holly Blanchard, FLMI, MCM, AIRC, CCP, ACP, AIE
President
Regulatory Insurance Advisors

EXECUTIVE SUMMARY

RIA is a woman owned small business principally located in Lincoln, NE. RIA was formed by a former senior level state regulator and a senior level insurance industry regulatory attorney to bring well rounded and comprehensive knowledge on all aspects of the insurance industry to our clients. RIA leadership has a high level of expertise about insurance regulation, strong knowledge of insurance company operations and over 30 years of insurance regulation experience. Additionally, RIA's team of regulatory professionals brings together decades of insurance regulatory experience and results with comprehensive areas of expertise.

RIA has extensive experience nationally in providing services to and interacting with state and federal regulatory agencies. Some of the services that RIA provides include: Affordable Care Act (ACA) analysis and expertise, legislative and regulation drafting, product form and rate filing reviews, market conduct examination services and project management.

RIA staff pride themselves on expertise and responsiveness to our clients to ensure the best outcome and efficiency. We recognize our clients as valued partners, and strive to exceed expectations at every turn, by working closely with our clients to understand their needs, assigning staff with extensive relevant experience, communicating with our clients on a regular basis and adjusting when needed. Our business model is based on presenting nothing less than excellent service to our clients and developing a strong partnership based on respect, trust and integrity.

Specifically related to the ACA, RIA's leadership and personnel have assisted several states and federal regulators with analysis, implementation and management of ACA requirements. ACA services have been provided to: Nebraska; Nevada; New Hampshire; West Virginia; Vermont; and the U.S. Center for Consumer Information and Insurance Oversight (CCIIO).

RIA's overall experience, subject matter regulatory expertise, and combination of industry and regulatory leadership, render RIA ideally suited to assist New Hampshire with creating Validation tools and automated output summary and exception reports. Moreover, RIA's capabilities enable our company to help the NHID achieve its objectives related to the Request.

RIA BACKGROUND INFORMATION

RIA is a regulatory consulting firm formed in Nebraska as a woman owned Limited Liability Corporation (LLC).

RIA’s primary office location is in Lincoln, Nebraska at 941 O Street, Suite 726A. This location is overseen by Holly L. Blanchard, a former Nebraska Department of Insurance Administrator and Examiner in Charge. Holly is the President of RIA.

We have a second office located at 20 Atlantic Way, Freeport Maine. Our Maine office is overseen by Pieter Williams, a former insurance industry executive and regulatory attorney. Pieter serves as the General Counsel and Chief Operating Officer for RIA.

RIA’s team of personnel are primarily independent contractors who each have significant expertise in areas of insurance regulation. All RIA personnel are held to our high ethical standards, Code of Conduct and expectations for professionalism. Additionally, RIA’s personnel are supervised to ensure high-quality and efficient delivery of services.

RIA is committed to delivering the highest quality regulatory services and to helping state regulators deliver highly effective market regulation. We also support efforts by the NAIC to enhance standards for market regulation.

RIA’s primary contacts relating to this proposal are:

Holly Blanchard, FLMI, MCM, AIRC, CCP, ACP, AIE
President
941 O Street, Suite 726A
Lincoln, NE 68508

Phone: 402-217-7745
Fax: 402-665-2117
E-mail: hblanchard@riaconsulting.net

Pieter Williams
General Counsel & COO
20 Atlantic Way
Freeport, ME 04032

Phone: 207-228-4603
Email: pwilliams@riaconsulting.net

CONFLICT OF INTEREST

RIA attests that we are not aware of any current or anticipated conflicts of interest involving its employees and/or independent contractors regarding the scope of services sought by the NHID.

RIA is a highly ethical and transparent company. As such, RIA has a strict conflict of interest policy, including disclosure of all potential conflicts prior to engaging in work for a client.

RIA's utilizes a layered approach to identifying potential and actual conflicts of interest. RIA's primary method involves performing word searches on all systems and folders containing client information. If a conflict is identified, RIA documents relevant information and discloses the conflict to its client before initiating any services. If a conflict cannot be resolved, RIA will not perform services for a client.

RIA prohibits all employees and independent contractors from engaging in activity that is contrary to the interests of RIA or its clients. Prior to engaging in services on behalf of RIA for any client, all RIA employees and independent contractors must certify that no conflicts of interest exist. Only employees and independent contractors who certify having no conflicts of interest are permitted to perform services on behalf of RIA.

Further, RIA requires its employees and independent contractors to immediately report to a RIA officer potential and/or actual conflicts of interest that may arise at any time.

RIA has ongoing monitoring to identify conflicts of interest.

DETAILS OF SERVICES OFFERED

It is the goal of RIA to exceed expectations with clients on every deliverable. To ensure this occurs, RIA requires all our project leadership and personnel to have appropriate experience and expertise to perform services. Further, RIA strives for collaborative, transparent and efficient delivery of services. Key personnel have been identified to provide services described in the Request based on their extensive experience providing similar services.

These key personnel have been chosen because of their extensive knowledge of the Qualified Health Plan (QHP) Certification process, the certification tools, and the New Hampshire requirements for certifying health plans and products.

Our qualified staff have been involved with the Affordable Care Act (ACA) since the inception in 2010. Members of our staff were involved in each level of testing for the review tools, and provided input to the Center for Consumer Information and Insurance Oversight (CCIIO) into improvements for the tools.

Members of our team have also led the QHP review for CCIIO for the direct enforcement states. In this role, we reviewed form filings, tested review tools, and performed market conduct examinations.

To create the tools for the NHDOI, we will use a two-tier approach, using both our ACA subject matter experts working in conjunction with our IT experts to ensure we are capturing all necessary data in a user friendly, all-encompassing mechanism that can easily be updated for future changes.

We will also work closely with the NAIC SERFF team to ensure that the tools can be incorporated into the NHID review process seamlessly.

Additionally, we will assist the NHID in providing webinars and training for plan filers to answer all questions regarding the tools and to identify any potential areas of clarification that is needed.

We believe that when we work on a project for our clients, the result should be culmination of their visions. All tools will be created in direct collaboration with the NHID to ensure that the end results are precisely what is desired.

The following are details of services RIA proposes to offer the NHID.

- **Preventive Health Services Tool:**

- 1) *Create a tool to evaluate and validate preventive health services within benefit plans, to include analysis of federal and state requirements:***

Working closely with the NHID, RIA will create a comprehensive input tool and instructions that will analyze all form filings to ensure that the plan is providing coverage for all required preventive health services including:

1. Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force;
2. Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the individual involved; and
3. With respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration.
4. With respect to women, such additional preventive care and screenings not described in paragraph (1) as provided for in comprehensive guidelines supported by the Health Resources and Services Administration for purposes of this paragraph.

The tool will automatically notify the user of areas of input that are not accurate or appropriate, or where additional information is needed.

This tool will also identify any inappropriate cost sharing requirements that are incorporated into the plan allowing for additional questions and scrutiny.

The tool will also be established to review any updates or additions to the most current requirements.

2) *Create an automated output summary/exception report to identify the provisions that do not meet the requirements of Section 2713-- Coverage of Preventive Health Services, and generate an automated response for corrective action:*

Once all information has been inputted correctly into the tool, an output summary will provide a complete listing of areas of compliance, as well as areas of concern where additional review is necessary. This summary will also provide notification to the reviewer, who will acknowledge and accept or decline the identified concerns. If the identified concern is accepted, the tool will send a pre-fabricated response for corrective action through SERFF to the filer. A timeframe for an automatically generated follow-up can be incorporated if determined appropriate by the NHID.

• **Prescription Drug Tools:**

3) *Create a tool to evaluate and validate the prescription drug formulary within benefit plans, to include analysis of federal and state requirements:*

Utilizing CMS's Prescription Drug Tools including: Formulary Review-Suite Category Class Drug Count Review; Non-discrimination formulary outlier review; and non-discrimination clinical appropriateness review as our starting point, RIA's staff of experts will work closely with the NHID, and our staff licensed pharmacist to identify additional information and features that are desired for the Prescription Drug Tools. Based on this input, we will create a tool that identifies if the plan does not provide a drug in every United States Pharmacopeia (USP) category as required by 45 CFR § 156.122 (a)(1), and identifies any potential discriminatory benefit designs presented in the plans formulary make-up.

Our licensed pharmacist will assist with developing clinically appropriate language for an automated response after the tool has identified potential deficiencies or areas of concerns.

The tool will also identify any potential data deficiencies and alert the filer that additional information is needed.

4) Create an automated output summary/exception report to identify the provisions that do not meet the requirements of non-discrimination for prescription drugs and associated CMS-identified health conditions, and generate an automated response for corrective action:

Once all information has been inputted correctly into the tool, an output summary will provide a complete listing of areas of compliance as well as areas of concern where additional review is necessary. This summary will also provide notification to the reviewer, who will acknowledge and accept or decline the identified concerns. If the identified concern is accepted, the tool will send a pre-fabricated clinical response for corrective action through SERFF to the filer. A timeframe for an automatically generated follow-up can be incorporated if determined appropriate by the NHID.

• **Essential Health Benefits Tools:**

5) Create a tool to evaluate and validate essential health benefits (EHBs) within benefit plans, to include analysis of federal and state requirements:

Working in collaboration with the NHID, RIA staff will create a tool to evaluate and validate the inclusion of the ten essential health benefits (EHB's) that are required by the federal and state requirements. The tool will identify that the plan has provided coverage for:

- (1) Ambulatory patient services.
- (2) Emergency services.
- (3) Hospitalization.
- (4) Maternity and newborn care.
- (5) Mental health and substance use disorder services, including behavioral health treatment.
- (6) Prescription drugs.
- (7) Rehabilitative and habilitative services and devices.
- (8) Laboratory services.
- (9) Preventive and wellness services and chronic disease management
- (10) Pediatric services, including oral and vision care.

A comprehensive checklist will be provided for each service outlining the required minimum coverages based on the state benchmark plan (Matthew Thornton Blue Health Plan) this checklist will interact with the designed tool to ensure that coverage is provided for each area.

The tool will also be established to review any updates or additions to the most current requirements.

The tool will also identify data entry errors and deficiencies and immediately alert the filer of deficiencies.

6) *Create an automated output summary/exception report to identify the provisions that do not meet the requirements for EHBs, and generate an automated response for corrective action:*

Once all information has been inputted correctly into the tool, an output summary will provide a complete listing of areas of compliance as well as areas of concern where additional review is necessary. This summary will also provide notification to the reviewer, who will acknowledge and accept or decline the identified concerns. If the identified concern is accepted, the tool will send a pre-fabricated clinical response for corrective action through SERFF to the filer. A timeframe for an automatically generated follow-up can be incorporated if determined appropriate by the NHID.

- **Applicable to all Tools:**

All tools will be created using the CMS/CCIIO QHP certification tools as a baseline. Additional data elements will be added with consultation and consideration of the NHID's identified. Additionally, we will look closely at areas of concern identified with the CMS/CCIIO QHP certification tools to determine best practices and lessons learned to proactively mitigate filing issues for the NH plans.

The tools will also incorporate a customizable user report function that will allow an in-depth comparison of various carriers. These reports will allow users to quickly identify areas of compliance across the carriers, as well as consistent areas of non-compliance or outliers. This information will allow the user to identify specific areas where additional sub-regulatory guidance or training may be necessary, as well as carriers that are consistently out of compliance.

Each tool will have a comprehensive instruction manual incorporated into the current electronic manual that outlines the required data element for each input required. This manual will include error messages, frequently asked questions, resources and references, and screen shots of the data entry process to assist the filer in ensuring that errors are minimal with the most effective and accurate outputs. These manuals will be updated as necessary.

The output presented by the only tool is only valuable if the information is usable. As such, we will create a user guide for each of the tools that provides a comprehensive breakdown of the reports, including how to interpret the output summaries, identify frequent exceptions, and customize reports to determine standard business practices in the marketplace. These user guides will also provide reference and resources for future updates, including NAIC contacts to ensure appropriate interaction with SERFF, and CMS/CCIIO contacts for information on updated QHP tools. When the end of the project is complete, the user guide will provide in-depth details about the tools so that

the NHID staff can be self-sufficient in utilizing the tools. The RIA staff will continue to be available as a resource for any questions or concerns that arise after the project completion date at no cost to the NHID.

Before the project is completed, a comprehensive testing protocol and environment will be established ensuring that all tools provide the information desired as well as the appropriate output summary/exception reports. The testing protocols will allow the RIA and NHID staff to input various data elements into the tools to validate the outputs. Additionally, the testing protocols will ensure that the pre-established error messages present appropriately and efficiently. The testing protocols will also ensure that the tools interact with other resources, such as SERFF, without fail or problems. Prior to the testing, RIA staff will work collaboratively with the NHID to determine a comprehensive list of "what if's" and "worst case scenarios" to add to the testing environment to ensure that problems are identified and corrected on a proactive basis. Again, RIA staff will continue to be available as a resource for any questions or concerns on testing that arise after the completion date of the project at no cost to the NHID.

We anticipate that the NHID staff will be actively involved in the development of the tools and output summary reports throughout the project timeline, allowing for real-time adjustments and problem solving. Having the input of the NHID is critical in understanding and identifying their needs and ensuring that they thoroughly understand the tools that are created. As such, ongoing training will be presented throughout the development of the tools and output summary reports. Along with the training manual, a comprehensive on-site training will be provided to the NHID staff. This training will be a hands-on experience, giving the NHID staff the opportunity to utilize the tools themselves and create the output summary reports. The training will also be recorded so that it can be accessed and reviewed at any time as a refresher, or as new staff are onboarded. Any additional training needs that are identified regarding the tools will be provided.

As important as it is for the NHID staff to understand the tools, it is equally as important for the issuers to understand the data being collected, the mechanism of presentation, and the appropriate inputs. As such, RIA staff will create a training manual for the issuers that provides comprehensive information about the tools and inputs needed. We will also provide training via webinars and on-line sessions for the issuers to attend and learn in a hands-on environment. These trainings will also be recorded and documented for future reference by the issuers.

Ongoing modifications and support will be presented through the end of the contract and beyond. As issues and updates are identified through the development and testing phases of the tools, modifications will be immediately incorporated. Additionally, as any external requirements change (such as new

federal and state requirements), we will work to update and modify the tools accordingly, ensuring that all information required for submission is the most current and accurate. Additionally, the RIA staff will be available after the completion of the contract to answer any questions about modification of the tools that arise. This service is provided at no additional cost to the NHID.

PROJECT PLAN TIMELINES

The tools will all be created utilizing the standards outlined above.

Preventive Health Services Tools

a) Create a tool to evaluate and validate preventive health services within benefit plans, to include analysis of federal and state requirements:

Once awarded the bid, RIA will immediately begin to work with the NHID to create the Preventive Health Service Tools. We will review current resources and identify additional needs to create the tools. We anticipate the Preventive Health Services draft tool to be created within 60 days of the contract inception. Our anticipated timeline for creation would be **September 1, 2017** based on a start date of July 1st.

b) Create an automated output summary/exception report to identify the provisions that do not meet the requirements of Section 2713--Coverage of Preventive Health Services, and generate an automated response for corrective action:

The automated output summary/exception report function will be presented 30 days from the finalization of the completed tools. This timeframe will incorporate development and testing. The automated summary/exception report capabilities for the Preventive Health Services Tools will be delivered by **October 1, 2017**.

Prescription Drugs Tools:

c) Create a tool to evaluate and validate the prescription drug formulary within benefit plans, to include analysis of federal and state requirements:

Utilizing the lessons learned from the Preventive Health Services Tools, RIA will incorporate efficiencies modify the tool to create a separate Prescription Drug Tool. Because of the efficiencies gained through creating the Preventive Health Services tool, the Prescription Drug Tool and Output Summary report function will be provided within 60 days of the Preventive Health Services. This information will be presented to the NHID by **December 1, 2017**.

- d) Create an automated output summary/exception report to identify the provisions that do not meet the requirements of non-discrimination for prescription drugs and associated CMS-identified health conditions, and generate an automated response for corrective action:**

The automated output summary/exception report function will be created simultaneously with the of the completed Prescription Drug tools. This timeframe will incorporate development and testing. The automated summary/exception report capabilities for the Preventive Health Services Tools will be delivered by **December 1, 2017.**

Essential Health Benefits Tools:

- e) Create a tool to evaluate and validate essential health benefits (EHBs) within benefit plans, to include analysis of federal and state requirements:**

Utilizing the lessons learned from the previously create tools, RIA will incorporate efficiencies to modify the tool to create a separate Essential Health Benefits tool. Essential Health Benefits Tool and Output Summary report function will be provided within 60 days of the Preventive Health Services. This information will be presented to the NHID by **February 1, 2018.** This timeframe also allows considerations for any changes that may occur on the federal level.

- f) Create an automated output summary/exception report to identify the provisions that do not meet the requirements for EHBs, and generate an automated response for corrective action:**

The automated output summary/exception report function will be created simultaneously with the of the completed Prescription Drug tools. This timeframe will incorporate development and testing. The automated summary/exception report capabilities for the Essential Health Benefits Tools will be delivered by **February 1, 2018**

Throughout the month of February, RIA will provide continuous training of the tools and output summary/exception reports as well as all delivery of all training manuals and users guides. RIA will host on-site training for NHID staff and webinars for issuers.

RIA expects that all tools and deliverables will be completed and tested by NHID by **February 28, 2018.**

PERSONNEL SUMMARY

RIA believes the services outlined in the scope of this Request should be performed by individuals with a high degree of expertise and experience with services required. Further, RIA believes services should be provided in collaboration with the NHID to provide the most efficient and accurate level of service possible and to ensure that the NHID's goals are achieved. As such, RIA personnel assigned to the Validation Tools and Automated Output Summary Reports project all have demonstrated relevant expertise and success providing services in a collaborative manner.

RIA staff primarily involved with the services sought by the NHID are:

1. Michael Morrissey

IT expertise and tool creation will be provided by Michael Morrissey. Michael has over 20 years of experience in advanced audit functions across multiple industries, including IT, healthcare, finance, and manufacturing. He brings in-depth knowledge of operations across all lines of insurance. Michael has acted in consultative roles to ensure that IT governance and procedures align with regulatory compliance standards and best practices using established IT control frameworks such as NIST, COBIT, ISO and BSIMM. This includes working directly with CMS/CCIIO on the Product Filing Reviews (PFRs) and review tools. Michael was frequently brought on-site to the CMS offices to work directly with the federal staff on tool development and implementation. Michael is also considered an expert in policy and claims data analysis.

2. Holly Blanchard

RIA's ACA expertise will be provided by Holly Blanchard. Holly is the President of RIA and has over 20 years of experience in the insurance industry, with a majority of those years as an insurance regulator. Holly brings extensive ACA and overall regulatory expertise.

Beginning with the passage of the ACA in 2010, Holly was a significant part of the Nebraska Department of Insurance team that led implementation of the ACA in Nebraska. Additionally, as a previous Administrator with the Nebraska Department of Insurance, Holly worked closely with other states and CMS to initiate the requirements of the ACA.

Beginning in 2013, Holly was the key oversight officer on several multi-pronged contracts, including CCIIO Product filing reviews (PFRs) and Minimal Essential Coverage (MEC) reviews, as well as multiple state exams. With this experience, Holly is well versed

in the requirements of the ACA, and is also very knowledgeable on how state laws interplay with the federal requirements.

Considered a leading expert on the ACA, Holly has presented on multiple occasions to various groups regarding the requirements and implementation considerations of the ACA. Holly also provided feedback and information on the recently finalized Chapter 20 A of the NAIC Market Regulation Handbook, which outlines the examination considerations for Market Conduct examinations of the ACA. Holly also will be assisting in the editing of a chapter of the Insurance Regulatory Examiners Society (IRES) Market Conduct Management (MCM) training and testing manual regarding the ACA. Holly is also an active participant in health insurance matters involving the NAIC and is a current Board of Director for IRES, which allows us to always have our finger on the pulse of current issues and considerations in the Insurance Industry.

Holly's extensive experience ensures that she thoroughly understands the requirements of balancing a team, making real-time adjustments to processes and improvements to ensure the most effective results are delivered, maintaining appropriate record keeping and documentation, coordinating communication between multiple appropriate entities, working closely the client to ensure that all expectations are not only met, but exceeded and ensuring all deliverables are met in a timely and critically accurate manner. Due to these experiences, Holly brings all expertise required to excel at providing the Plan Management services described in this Request.

Additionally, because RIA is a boutique firm we provide unrelenting, uncompromised services to our clients. Holly and other RIA personnel assigned to perform services for the NHID are always available to answer any questions and to assist with the project.

3. Pieter Williams

Subject matter expertise will also be provided by Pieter Williams. Pieter is RIA's General Counsel and Chief Operating Officer who has 14 years legal experience with federal and state health insurance laws and regulations, 16 total years of legal experience and 10 years of senior-level management experience.

Pieter's health insurance related legal experience spans identifying emerging legal issues, analyzing new laws and regulations, determining applicability, proposing new laws and regulations, advocating for clients' positions, influencing public policy and providing guidance for implementing and/or complying with laws and regulations. Pieter will assist in analyzing changes in federal statutes, regulations and requirements to ensure that the most current information and guidance it utilized in all aspects of creations of the tools.

Pieter has strong knowledge of federal and state requirements applying to ACA coverage, HIPAA excepted benefits and other federal and state health programs. In recent years, Pieter successfully led efforts to: 1) monitor, analyze and influence federal and state ACA legislation and regulations; 2) provide counsel to clients concerning applicability of

the ACA and exchange funding; 3) promote HIPAA excepted benefit compliance; 4) influence federal Dodd-Frank Act financial regulation as it relates to the insurance sector; and 5) influence National Association of Insurance (NAIC) matters. Pieter frequently engages federal and state regulators, legislators and policymakers to advocate for client's interests and achieve desired outcomes. Pieter also frequently provides strategic guidance and management oversight for complex legal, regulatory, legislative and business matters. Pieter's work typically involves a high degree of leadership, independent contribution and collaboration with clients.

Additionally, Pieter is recognized nationally as an expert regulatory counsel for health, life and insurance financial matters and presents on these topics frequently at national conferences. Pieter is an active participant in health insurance matters involving the NAIC and is a current member of the Board of Directors for IRES.

4. Hetal Mishra, Licensed Pharmacist

Clinical Pharmacy insight and expertise will be provided by Hetal Mishra. Hetal is a licensed Pharmacist with over 13 years' experience. Hetal is a formulary expert and will be utilized to identify areas of consideration when creating the Prescription Drug Tools. Additionally, Hetal will be available to answer questions from a clinical perspective when deficiencies are identified to provide insight as to why the deficiency is correct as well as what additional information is needed.

5. Cari Kozee

Cari Kozee will assist RIA with providing subject matter expertise and administrative services. Cari brings extensive insurance and ACA experience to RIA's team. Cari previously served as the Nebraska Department of Insurance's (NDOI) Federal Aid Administrator. In this capacity, Cari worked directly with senior NDOI personnel to oversee the administration of the Federal Rate Review Grants. Cari was responsible for leading the NDOI's management of the rate review grant process, development of consumer outreach materials to explain the rate increase process, preparing and maintaining quarterly and annual rate review reports and communicating with federal regulators regarding rate review grants and consumer outreach opportunities.

Cari also has experience with using validation tools that were developed by CMS. Cari was part of a testing initiative to find errors within various tools. With this experience and by providing feedback, changes were made to the tools. Cari will bring this development and testing expertise to this project.

Additionally, Cari was part of a dynamic team that created a transparent website to show consumers approved health insurance rates, increase percentages, increase implementation dates and allowed consumers to sign up for rate increase notifications. Additionally, Cari led the NDOI's creation of consumer education materials to explain the ACA rate review process and consumer assistance contacts.

While with the NDOI, Cari also oversaw administration of the Marketplace Planning and Establishment Grants. In this role, Cari tracked contractor progress, created Gantt charts, created plan management processes and workflows to ensure deliverables were completed on time, organized public information sessions regarding the marketplace to assist consumers, prepared QHP-related bulletins and created plan compare documents showing individual and small group plans offered via the Marketplace.

DEVIATION OF COST

By submission of its proposal, RIA guarantees that the goods and services offered are currently available and that all proposal terms, including price, will remain firm 120 days following the submission deadline. RIA guarantees that additionally, RIA travel expenses included in this Proposal are based on 2017 Federal CONUS rates.

Cost proposal

1. Hourly Rates and expected expenses for RIA Personnel
 - i. Michael Morrissey, IT Specialist
 - a. \$130.00 per hour
 - b. 920 hours total
 - c. Total cost: \$119,600.00
 - ii. Holly Blanchard, Subject Matter Expert
 - a. \$120.00 per hour
 - b. 460 hours total
 - c. Total cost: \$55,200.00
 - iii. Pieter Williams, Subject Matter Expert
 - a. \$120.00 per hour
 - b. 15 hours total
 - c. Total cost: \$1,800.00
 - iv. Hetal Mishra, Pharmacist
 - a. \$130.00 per hour
 - b. 25 hours total
 - c. Total cost: \$3,250.00
 - v. Cari Kozee, Subject Matter Expert/Administrative
 - a. \$90.00 per hour
 - b. 40 hours total
 - c. Total cost: \$3,600.00

RIA staff also proposes to be on site one week of the timeframe outlined in the proposal. This allows us to sit down face to face with the Department staff, to discuss all steps, exchange ideas and thoughts and ensure that we thoroughly understand the deliverables and current methodology.

Personnel	Total hours	Total Cost
Michael Morrissey	920	\$ 119,600.00
Holly Blanchard	460	\$ 55,200.00
Pieter Williams	15	\$ 1,800.00
Hetal H Mishra	25	\$ 3,250.00
Cari Kozee	40	\$ 3,600.00
Two week onsite travel (2 people)	(figured in)	\$ 6,000.00
TOTALS	1,260	\$189,450.00

2. Availability of RIA Personnel

RIA personnel assigned to the Plan Management and Legislative Assistance projects will be available for entire anticipated duration of the projects as outlined in this Request (June, 2017 –February, 2018).

3. Not to Exceed Amount

RIA anticipates the cost for the services we provide the NHID for Quantitative and Non-Quantitative template and interrogatory creation, and will work to ensure that this is the case. Still, due to the potential for unanticipated expenses and non-material changes to services requested for the projects, RIA's not to exceed cost amount for the project includes a 5% variance. Our not to exceed amount for services is \$198,922.50.

REFERENCES

We are providing references who are familiar with RIA's regulatory experience relevant to services sought by the NHID. Additionally, we are providing references who are familiar with the overall regulatory expertise of RIA's leadership. The references and their contact information are:

Bruce Ramge
 Director
 Nebraska Department of Insurance
 Phone: 402-471-2201
 Email: Bruce.ramge@nebraska.gov

- Reference for overall regulatory expertise of RIA's leadership and Holly Blanchard's market conduct services for Nebraska relating to the ACA and life, health, annuity, pre-need, homeowners and personal auto insurance.

Edwin Pugsley

Chief of Market Conduct
New Hampshire Department of Insurance
Phone: (603) 271-2261
Email: Edwin.pugsley@ins.nh.gov

- Reference for RIA's services provided to New Hampshire relating to ACA Substance Use Disorder and Mental Health Parity examinations of health insurers.

Maureen Belanger
Senior Examiner, Life and Health Market Conduct Division
New Hampshire Department of Insurance
Phone: (603) 271-3943
Email: Maureen.belanger@ins.nh.gov

- Reference for RIA's services provided to New Hampshire relating to ACA Substance Use Disorder and Mental Health Parity examinations of health insurers

Mark Hooker
Chief of Market Conduct
West Virginia Department of Insurance
Phone: (304) 558-6279
Email: Mark.a.hooker@wv.gov

- Reference for overall regulatory expertise of RIA's leadership and RIA's services provided to West Virginia relating to ACA and worker's compensation examinations.

Mary Nugent
Supervisory Health Insurance Specialist
Center for Medicaid Services (CMS), Consumer Information and Insurance Oversight
U.S. Department of Health and Human Services
Phone: (410) 786-8816
Email: Mary.nugent@cms.hhs.gov

- Reference for Holly Blanchard's services provided to CMS relating to ACA product form filing review, product requirements and overall ACA expertise.

Christine Rouleau
Director of Market Regulation
Vermont Department of Insurance
Phone: (802) 828-2910
Email: christina.rouleaau@state.vt.us

- Reference for Holly Blanchard's expertise with ACA drug formulary and formulary reimbursement requirements.

Betsy Pelovitz
Attorney
CMS Division, Office of the General Counsel
U.S. Department of Health and Human Services
Phone: (410) 786-1138
Email: betsy.pelovitz@hhs.gov

- Reference for Pieter Williams overall ACA and HIPAA excepted benefit expertise and legislative and regulatory expertise.

Pam O'Connell
Bureau Chief, Market Regulation
California Department of Insurance
Phone: (916) 492-3599
Email: Pam.oconnell@insurance.ca.gov

- Reference for the overall regulatory expertise of RIA's leadership.

Jim Mealer
Chief of Market Conduct
Missouri Department of Insurance
Phone: (573) 751-4126
Email: Jim.mealer@insurance.mo.gov

- Reference for the overall regulatory expertise of RIA's leadership.

Additional references can be provided upon request.

RESUMES

Michael T. Morrissey

PROFESSIONAL PROFILE

Insurance auditor, cyber security specialist, and risk management expert with 20+ years of experience in advanced audit functions across multiple industries, including IT, healthcare, finance, and manufacturing. In-depth knowledge of operations across all lines of insurance. Acts in consultative roles to ensure that IT governance and procedures align with regulatory compliance standards and best practices using common IT control frameworks such as NIST, COBIT, ISO and BSIMM. Expert in policy and claims data analysis.

SELECTED WORK EXPERIENCE

Principal and Lead IT Specialist, 11-2015 to Present

Morrissey Consultants, LLC, Durham, NC – Collaborate with regulators, auditors, actuaries and management to deliver accurate assessments of insurance operations, data management and IT security. Team leader, project manager and subject matter expert supporting regulatory compliance examinations and special projects. ACL & Arbutus expert, specializing in *big data* analysis of life and health (ACA) claims.

Managing IT Specialist, 09-2011 to 01-2015

Examination Resources, LLC, Atlanta, GA – Manage, coach, and motivate a team engaged in risk-focused IT examinations of insurance companies, delivering compliance and best-practice recommendations to each insurer. Lead data analyst supporting market conduct examinations of life and health insurers including CCIIO, a division of US Health and Human Services. Designed FISMS compliant network to support a team of 50 examiners. Delivered IT security training presentations to regulatory insurance associations.

Manager, IT Auditor, 10-2005 to 08-2011

RSM McGladrey, Baltimore, MD – Provided services to state insurance regulators, managing a team of IT examiners conducting NAIC Exhibit C and market conduct examinations, including special projects for CA, CO, FL, IL, MN, NY, NJ, NH, PA, and UT. Examination experience: Aetna, Allstate, Prudential, United Healthcare, WellPoint, Zurich, Transatlantic Reinsurance (AIG), Selective Insurance, London Life, and several Blue Cross companies.

Consultant/Senior IT Auditor (Contract Position), 03-2005 to 10-2005

INS Services, Philadelphia, PA – Recruited to conduct NAIC "Exhibit C" testing with audits of p&c, health insurers and state underwriters association. Produced data process flows, narratives and examination summaries to advise financial examiners.

Consultant/Senior IT Auditor (Contract Position), 12-2004 to 03-2005

Protiviti, Inc., Philadelphia, PA – Oversaw internal audit and recommendations to meet Sarbanes Oxley IT (section 404) compliance at various field production sites for major airline and aerospace firm. Tested IT systems and produced final audit documents.

Consultant (Contract Position), 01-2004 to 12-2004

Aramark, Inc., Philadelphia, PA – Drove initiative for Sarbanes Oxley Compliance Project to align IT operations to meet COBIT/COSO objectives. Reviewed, classified, and edited 250+ technical policies and procedures.

Director, Information Technology, 08-1999 to 12-2003

Intracorp (Subsidiary of Cigna), Philadelphia, PA – Led a team supporting 3,000+ users and 80+ servers. Integrated legacy claims system with OCR, SAN, and Web-based technologies to process 30,000+ medical bills daily while ensuring HIPAA compliance. Planned, implemented and relocated WinTel infrastructure from PA to new data center in CT.

SELECTED INSURANCE EXAMINATION EXPERIENCE Company	Lead State	Type	As-of Date
MagMutual [ongoing]	GA	F RF	12/31/2016
CAMICO [ongoing]	CA	F RF	12/31/2015
AlphaCare	NY, multi	F RF	12/31/2015
MBIA	NY, multi	F RF	12/31/2015
Aetna	CT, multi	F RF	12/31/2015
CCIIO (US Health& Human Services)	Federal	MC	Ongoing
Patrons Insurance	ME	F RF	12/31/2015
Delta Dental	ME	F RF	12/31/2015
Highmark - WV BCBS	WV	MC	12/31/2015
Great Northwest Insurance Company	MN	F RF	12/31/2014
Capitol Health - FL BCBS	FL	F RF	12/31/2014
NE Delta Dental Multi-company - Unclaimed Property	ME, multi MN	F RF MC	12/31/2014 Ongoing
Ocean Harbor & Safe Harbor Insurance	FL	F RF	12/31/2013
Aetna, Inc.	GA, multi	F RF	12/31/2013
Public Service Insurance Company	NY	F RF	12/31/2013
National Integrity Insurance Company	NY	F RF	12/31/2013
California Insurance Company	CA	F RF	12/31/2012
Mississippi JUA	MI	MC/F	12/31/2012
Peach States Health Plan	GA, MI	F RF	12/31/2011
Health Care Indemnity, Inc.	CO	F RF	12/31/2011
Citizens Life Insurance	CO	F RF	12/31/2011

Company of America Casualty Corporation of America	OK	F RF	12/31/2010
Employers Insurance Company PMI Mortgage Insurance Company Lumbermen's Insurance Company (Kemper)	CA	F RF	12/31/2010
Rockhill Insurance Company	CA	F RF	12/31/2010
State Fund of California	IL	F RF	12/31/2010
Anthem Blue Cross of California	KS	F RF	12/31/2009
	CA	OR/F	12/31/2009
	CA	F RF	12/31/2009

HOLLY BLANCHARD, MCM, FLMI, AIE, ACP, CCP, AINS, AIRC

Holly Blanchard has over 20 years of experience working in the insurance industries, with the greater share of this experience serving as the Life and Health Administrator for the Nebraska Department of Insurance. In this capacity, Holly assisted with on many NAIC Committees and Subcommittees. She also served as the Project Director for the Cycle I and Cycle II Rate Review grants as well as served as the Oversight Manager for the Plan Management portion of the Affordable Care Act requirements. Holly also has extensive Market Conduct Experience and served as the Examiner in Charge on multiple Market Conduct Examinations.

Current

**REGULATORY INSURANCE ADVISORS, LLC, Lincoln, NE
President**

- Provide oversight and strategic guidance on daily activities and growth
- Provide expertise on Insurance Related matters to clients
- Provide exceptional customer service to clients by communication, and aligning the appropriate staff with customer needs
- Work closely with the General Counsel and COO to ensure client needs are exceeded at every turn

2013-2015

**EXAMINATION RESOURCES, LLC, Atlanta, GA
Director**

- **Project Supervisor:** Provides guidance and supervision on various projects, including state and federal examinations.
- **Education and Training:** Provide presentations, for both educational and marketing purposes, to achieve corporate strategic goals. Frequently presents as a subject matter expert on the Affordable Care Act.
- **Special Projects:** Provides guidance and oversight on special projects for states and federal regulators, including overseeing Network Adequacy and Deficiency Reviews, and targeted examinations in an advisory role.

2005 – 2013

**NEBRASKA DEPARTMENT OF INSURANCE, Lincoln, NE
Life and Health Administrator/Market Conduct Examiner-in-Charge**

- **Regulatory Compliance and Oversight:** Oversaw the rates and form filings for all Life and Annuities, Accident and Sickness and Health policies. This experience has provided me a vast, in-depth knowledge of insurance operations and products, as well as extensive knowledge on state statues, regulations and NAIC model laws. Lead division in being one of the most effective and efficient in the country by increasing productivity and accuracy and decreasing our turnaround time on filings. Additionally, served on several NAIC Committees and Subcommittees and assisted with editing the

Market Regulation Handbook. Presented to several different groups as an expert on Mental Health Parity as well as the Affordable Care Act.

- **Project Director:** Served as the Project Director for the Rate Review Grant established under the Patient Protection and Affordable Care Act (PPACA). As the Project Director, established and implemented enhancements and requirements for premium rates submitted on Major Medical policies. In this capacity interacted frequently with the Federal CCIO staff on reporting requirements, federal regulations, and budget operations. Established the first ever interactive web-based tool for rate information in Nebraska to provide transparency on rate filings to the Nebraska consumers.
- **Examiner in Charge:** In this capacity, performed market conduct examinations on companies and agents in the insurance business, and oversaw the examination from beginning to end. This experience provided the opportunity to learn all aspects of various lines of insurance and insurance operations, while performing examinations in a timely and effective manner. All findings determined during the examination process were put into report format and provided to the companies in an advisory manner.

EDUCATION

- Bachelor of Science, Business Administration, Nebraska Wesleyan University
 - Minor in Communication
 - Minor in Marketing
- Speech Pathology, University of Nebraska, Lincoln

PROFESSIONAL AFFILIATIONS

- Insurance Regulatory Examiners Society- Past President/Current Board Member
- Association of Insurance Compliance Professionals

PROFESSIONAL CREDENTIALS

- Fellow Life Management Insurance (FLMI)
- Accredited Insurance Examiner (AIE)
- Associate Compliance Professional (ACP)
- Certified Compliance Professional (CCP)
- Associate in General Insurance (AINS)
- Associate in Insurance Regulatory Compliance (AIRC)

- Market Conduct Management (MCM)

PRESENTATIONS AND TRAINING

- IRES Foundation School (2016)-ACA "Were not done yet"
- IRES Foundation School (2015)-Cybersecurity
- IRES CDS (2015)-ACA-"Implementing Chapter 20a Standards"
- IRES CDS (2015)- Into the Accident & Health Exams
- IRES CDS (2015)-Planning the Health Examinations
- IRES CDS (2015)-ACA for Dummies
- IRES CDS (2015)-Discriminatory Benefit Designs (Hot Topics)
- IRES CDS (2015)-Affordable Care Act SBC requirements
- AICP-Annual Conference (2015)-Affordable Care Act-We're not done yet
- LOMA 301- Course Instructor (2015)
- IRES-Webinar- Affordable Care Act Market Conduct Preparation (2015)
- IRES-Career Development Seminar-ACA Implementation, A changing Landscape
- AICP-Annual Conference-Disability Income (2014)
- AICP-Annual Conference-Medicaid Expansion (2014)
- Blue Cross/Blue Cross Association Conference-Affordable Care Update (2014)
- AICP Midwest Zone Meeting-Medicaid Expansion (2014)
- IRES Foundation- Exchange insight-(2013)
- IRES – Career Development Seminar –Implementing the Affordable Care Act – (2013)
- Independent Agent Association –Wellstone/Domenici Mental Health Parity Act (2012)

PIETER WILLIAMS

EMPLOYMENT

Regulatory Insurance Advisors, LLC
General Counsel & Chief Operating Officer

January 2016 – Present
Freeport, Maine

Counsel for all legal matters relating to Regulatory Insurance Advisors' (RIA) business, provide overall management of RIA's operations and provide regulatory consulting for state and federal regulators and other members of the insurance industry. Areas of focus include: The Affordable Care Act; market conduct examinations; multi-state examinations; financial risk examinations; market analysis; insurance holding company supervision; product and rate review; HIPAA excepted products; long term care products and rates; insurance sales, enrollment and advertising; NAIC matters; drafting and advocating for legislation, regulations and informal guidance; insurance related training, education and strategic planning guidance. Frequent presenter at national events regarding regulation of the insurance industry.

Unum Group
Assistant Vice President & Senior Regulatory Counsel

November 2001 – July 2016
Portland, Maine

Unum Group's (Unum) primary regulatory advocate before state and federal officials to achieve business goals and for developing and maintaining professional relationships with Unum's regulators. Additionally, provide strategic and tactical counsel to senior leadership and colleagues concerning regulatory, legislative, compliance and public policy matters. Developed nationwide recognition as a leading expert on HIPAA excepted benefits and market conduct matters. Primary areas of focus include: corporate compliance; financial regulation; HIPAA excepted benefit legislation and regulation; market conduct; product and rate filing compliance; consumer affairs; advertising compliance; dispute resolution and performance management. Selected for 2009 Unum CEO Scholarship program. (December 2003 – July 2016).

Senior Litigation Support Consultant

Served as Unum's business representative in litigation involving disability, life, long term care and supplemental product insurance. Responsibilities included reviewing cases to assess business and legal risks, providing strategic guidance, determining settlement authority and guiding outside counsel to resolutions. (December 2002 - December 2003).

Staff Attorney

Managed all phases of Social Security Disability Insurance cases and developed an internal attorney training program. Typically handled approximately 200 cases. (November 2001 - December 2002).

O'Connell & Aronowitz, P.C.

October 2000 – November 2001

Associate Attorney

Plattsburgh, New York

Handled all aspects of civil and criminal litigation in a medium size upstate New York law firm. Primary areas of practice included commercial, contract, criminal, health care and personal injury law.

State of Alaska, District Court
Law Clerk

September 1999 – October 2000
Anchorage, Alaska

Conducted legal research, prepared memoranda and drafted orders and judgments for nine District Court judges. Primary areas of practice included civil procedure, contracts, negligence and real estate.

EDUCATION

University of Virginia, Darden School of Business
Charlottesville, VA

Executive Management Certification
2009

Widener University School of Law
Wilmington, Delaware

J.D. awarded 1999
Top 25 percent

State University of New York at Plattsburgh
Plattsburgh, New York

B.A. awarded 1996
Magna Cum Laude

Major: Sociology

Minor: Psychology

PROFESSIONAL CERTIFICATIONS

Market Conduct Management (MCM)

2013

Admitted to Practice Law

2000 (NY), 2016 (ME)

NOTABLE PRESENTATIONS

Association of Insurance Compliance Professionals (AICP) Annual Conference

- *Disability Insurance Product Update (2014, 2015 and 2016)*

Insurance Regulatory Examiners Society (IRES) Career Development Seminar

- *Ethics in Insurance Market Regulation (2016)*
- *Into the Life and Health Exam: Best Practices (2015)*
- *What Happened to Supplemental Products (2014)*

IRES Foundation Market Conduct School

- *HIPAA Excepted Benefits and Market Conduct Issues (2016)*
- *Compliance Positions in the Insurance Industry (2015)*

Missouri Director's Summit 2016

- *How to Represent Your Client in Regulatory Matters*

Society of Actuaries Annual Health Meeting 2016

- *Health Regulatory Updates for Non-ACA Products*

NOTABLE ACCOMPLISHMENTS

IRES Board of Directors – Current

IRES Foundation Board of Directors – 2014 into 2016

Dodd-Frank Wall Street Reform and Consumer Protection Act

- Led insurance industry advocacy to negotiate protection for low risk insurance holding companies. Resulted with drafting and securing legislative colloquy signed by Senators Dodd and Collins.

Federal HIPAA Excepted Benefit Regulation (45 C.F.R. §148.220(b)(4))

- Led insurance industry advocacy, built industry coalition, developed regulatory relationships and drafted proposed regulatory text. Resulted with enactment of new federal regulation applying to hospital indemnity insurance products.

Hetal H Mishra

1020 Windhaven drive, Alpharetta, GA 30005

Email: hetal_mishra@yahoo.com

(404)931-4594

Seasoned Pharmacist with Immunizations and MTM Experience

Disciplined Pharmacist with over 13 years of experience in variety of retail setting. Result-oriented leader with strong strategic planning, operational management and problem-solving skills.

Professional Experience

Rite-Aid Pharmacy, Alpharetta, GA

September 2005- Present

Pharmacist/Pharmacist-In-Charge

Reporting to the Pharmacy District Manager, was responsible for the development and cultivation of new business across a thirty store region. Accountable for prescription distribution, people development, and the integration of Eckerd's Pharmacy into the Rite Aid system.

Key Accomplishments:

- Provided overall management and quality assurance post checks for prescription filling and distribution resulting in a defect free environment
- Regularly performed fact based therapeutic consultation with patients requiring additional information about drug interactions
- Answer questions and provide information to pharmacy customers on drug interactions, side effects, dosage and storage of pharmaceuticals.
- MTM Specialist. Expertise in doing Comprehensive Medical Reviews and Point of care Consultations to improve drug compliance.
- Administered more than 1000 Immunizations since 2011. Thorough knowledge of the APHA and CDC recommendations for immunizations.
- Organized Several Flu clinics for the local businesses and administered flu shots.
- CPR trained and certified.
- Have strong understanding of inventory management and improving EBITA store to increase profits, CSR scores
- Improved stores performance by increasing script volume, increasing key performance indicators (both financial and throughput related)
- Proactive in the development, production and promotion of pharmacy products and services.

CARI KOZEE, AIE, MCM, FLMI, FFSI, AIRC

EXPERIENCE

Cari Kozee has over 10 years of experience working in the insurance industries including working for the Nebraska Department of Insurance. Cari has worked with several different major insurance companies doing work such as grant management, training, processing, and regulatory activities.

2015 – 2016 **EXAMINATION RESOURCES**, Kansas City, MO
Policy Form Reviewer

- Provide regulatory services and policy form filing review services for health insurance plans regarding compliance with state and federal laws, rules, and regulations with a focus on the requirements of the Affordable Care Act (ACA) for Qualified Health Plans (QHP), NonQualified Health Plans (NQHP), and Minimum Essential Coverage (MEC) plans.

2010 – 2015 **NEBRASKA DEPARTMENT OF INSURANCE**, Lincoln, NE
Federal Aid Administrator

- Grant Management: Create and monitor budgets following established federal guidelines. Wrote extensive monthly, quarterly, semi-annual and annual grant progress reports for several different grants. Created, managed, and submitted several requests for proposals (RFPs).
- Training Specialist: Serve as lead Medicare counselor for the Nebraska Senior Health Insurance Information Program (SHIIP). Updated all brochures, flyers, and website to maintain consistency across the state.

2009 – 2010 **PEROT SYSTEMS/DELL**, Lincoln, NE
Senior Customer Service Representative

- Customer Service and Processing: Provided first contact resolution to life and annuity policy holders for various insurance companies. Created comprehensive training manuals and provided in-depth training for offshore associates. Ran monthly and yearly financial reports, as well as quality and productivity reports.

2008 – 2009 **AMERITAS**, Lincoln, NE
Underwriter

- Underwriter: Approve renewal and new business policies for group dental and vision. Create and use Pivot tables for manual rate calculations.

2005 – 2008 **ALLIED INSURANCE**, Lincoln, NE
Senior Representative

- Customer Representative: Processed requests from policyholders for all types of personal-line insurance products. Created comprehensive training manuals and provided in- depth training for offshore associates.

EDUCATION

- Master of Arts, Management, Doane College
- Master of Business Administration, Kaplan University
- Bachelor of Science, Business Administration, University of Nebraska-Lincoln
- Bachelor of Arts, Spanish, University of Nebraska-Lincoln

PROFESSIONAL AFFILIATIONS

Insurance Regulatory Examiners Society

PROFESSIONAL CREDENTIALS

- Accredited Insurance Examiner
- Market Conduct Management
- Fellow, Life Management Institute
- Fellow, Financial Services Institute
- Associate, Insurance Regulatory Compliance
- Associate, Insurance Agency Administration
- Associate, Customer Service

STATE OF NEW HAMPSHIRE
2017 – ECG 105 VALIDATION TOOLS AND AUTOMATED OUTPUT
SUMMARY/EXCEPTION REPORTS
REQUEST FOR PROPOSALS

INTRODUCTION

The New Hampshire Insurance Department (NHID) is requesting proposals (RFP) for a contractor to perform consulting services.

The NHID seeks assistance in the development of tools to facilitate the review of forms and filings within health benefit plans filed with the Department for certification. Specifically, NHID is interested in the development of automated validation tools and output summary/exception reports for evaluating compliance with Section 2713--Coverage of Preventive Health Services and Section 2707--Non-Discrimination under Comprehensive Health Insurance Coverage under Part A of Title XXVII of the PHS Act.

Any agreement arising out of this request for proposals will start upon Governor and Council approval and continue with support to the NHID through October 31, 2018.

GENERAL INFORMATION/INSTRUCTIONS

The contractor is expected to have and use expertise in creating automated evaluation forms, including knowledge of the Centers for Medicaid and Medicare Services (CMS), Center for Consumer Information & Insurance Oversight (CCIIO) Qualified Health Plan QHP Certification process as well as knowledge of New Hampshire insurance regulatory requirements to contribute to the successful completion of this project.

Electronic proposals will be accepted until 4 pm local time on May 22, 2017, 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--VALIDATION TOOLS AND AUTOMATED OUTPUTS".

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

A successful proposal must include all the tasks outlined in the RFP.

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

Any code or product produced by the Contractor in support of this project agreement is the property of the NHID, and any reference by the Contractor to the work performed under this

agreement will credit the NHID as the sponsor and that the work performed by the vendor is as an independent contractor of the State.

The Department's currently uses checklists to help in the review process. Current checklists can be found at this link: <https://www.nh.gov/insurance/lah/2017-plan-year-qhps.htm> The checklists are intended to offer guidance for areas of frequent questions and areas needing special attention. The checklists contain links to current laws & rules, both state and federal, as well as other pertinent guidance relating to the filing type.

SERVICES REQUESTED

The NHID seeks consultants who will develop tools to facilitate the validation and evaluation of forms and filings within health benefit plans filed with the Department for certification. Specifically, NHID is interested in the development of automated validation tools and output summary/exception reports for evaluating compliance with Section 2713--Coverage of Preventive Health Services and Section 2707--Non-Discrimination under Comprehensive Health Insurance Coverage under Part A of Title XXVII of the PHS Act.

The Contractor shall be responsible for work that includes the following specific tasks:

Preventive Health Services Tools:

1. Create a tool to evaluate and validate preventive health services within benefit plans, to include analysis of federal and state requirements;
2. Create an automated output summary/exception report to identify the provisions that do not meet the requirements of Section 2713--Coverage of Preventive Health Services, and generate an automated response for corrective action;

Prescription Drugs Tools:

3. Create a tool to evaluate and validate the prescription drug formulary within benefit plans, to include analysis of federal and state requirements;
4. Create an automated output summary/exception report to identify the provisions that do not meet the requirements of non-discrimination for prescription drugs and associated CMS-identified health conditions, and generate an automated response for corrective action;

Essential Health Benefits Tools:

5. Create a tool to evaluate and validate essential health benefits (EHBs) within benefit plans, to include analysis of federal and state requirements;
6. Create an automated output summary/exception report to identify the provisions that do not meet the requirements for EHBs, and generate an automated response for corrective action

Applicable to all Tools:

7. Tools will have the same look and feel as the tools used in the CMS/CCIIO QHP certification process
8. Tools will enable comparisons of outputs from various carriers and reporting of results.

9. Create an instruction manual for NHID and incorporate into the current electronic manual.
10. Create a user guide for issuers on the use of the tools and output summary/exception reports.
11. Set up a testing protocol for NHID staff to test the tools and output summary/exception reports.
12. Provide training to NHID staff in the first plan year of this project on the use and modification of the tools and output summary/exception reports.
13. Provide training to issuers in the second plan year of this project on the use of the tools and output summary/exception reports.
14. Provide support to NHID compliance team through the end of the contract on modifications and use of the tools and output summary/exception reports.

The format of the tools and output summary/exception reports should be machine-readable and include output reports noting compliance and non-compliance details.

Tools should be completed and tested by NHID by February 2018.

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 bidder's proposal.

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

- (1) Demonstrate expertise relevant to developing validation tools and automated output summaries and exception reports for state insurance departments or the federal government.
 - a) Knowledge of the Centers for Medicaid and Medicare Services (CMS), Center for Consumer Information & Insurance Oversight (CCIIO) Qualified Health Plan QHP Certification process
 - b) Knowledge of New Hampshire insurance regulatory requirements with regard to evaluating and certifying health plans and products.
 - c) Demonstrated knowledge and experience with managing, examining and

reporting the validation process for forms and filings for qualified health plans and expertise with the operational processes and procedures of health carriers and state insurance departments relative to QHP submission.

- d) Expertise with developing and implementing testing processes for tools.
- e) Expertise with providing training programs on the use of tools.

35% of total score

- (2) General qualifications and related experience of the contractor to meet the demands of the RFP. The proposal must include a summary of relevant experience, including a current resume for each individual expected to perform work under the proposal, and time estimates for each person. Three references with contact information must be provided.

20% of total score

- (3) Derivation of cost for the Contractor time. The proposal should include the hourly or daily rate for the Contractor, by staff member, and the timeline for the work. Proposals should state the periods of time during the term of this contract that Contractor resources may be limited or inaccessible.

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

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

The total contract price will be considered in the evaluation scoring formula.

25% of total score

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

20% of total score

- (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 April 27, 2017. Questions should be directed to Alain Couture via email at alain.couture@ins.nh.gov. Please include "RFP--VALIDATION TOOLS AND AUTOMATED OUTPUTS" in the subject line of the email.

A consolidated written response to all questions will be posted on the New Hampshire Insurance Department's website www.nh.gov/insurance, by May 2, 2017.

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 State reserves the right to negotiate specific terms in the contract after selection of the successful vendor.

The selection of the winning proposal is anticipated by May 29, 2017, and the NHID will seek to obtain all state approvals by early-July, 2017.

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.

Agreement with Regulatory Insurance Advisors, LLC

2017-ECG 105

Validation Tools and Automated Output Summary/Exception Reports

EXHIBIT B

CONTRACT PRICE, PRICE LIMITATIONS AND PAYMENT

The services will be billed at the rates set forth in the Contractors Proposal, dated May 22, 2017, not to exceed the total contract price of \$198,922.50. The services shall be billed at least monthly and the invoice for the services shall identify the person or person providing the service. Payment shall be made within 30 days of the date the service is invoiced.

Vally Blanch for
Regulatory Insurance Advisors

Agreement with Regulatory Insurance Advisors, LLC

2017-ECG 105

Validation Tools and Automated Output Summary/Exception Reports

Exhibit C-1

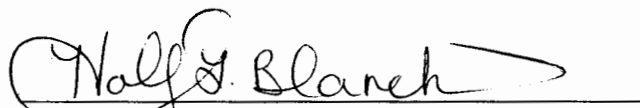
**New Hampshire Insurance Department
Contractor Confidentiality Agreement**

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.

Holly L Blanchard
Printed Name of Contractor

June 6, 2017
Date


Contractor Signature

Agreement with Regulatory Insurance Advisors, LLC

2017-ECG 105

Validation Tools and Automated Output Summary/Exception Reports

Exhibit C-2

Acknowledgement of Confidentiality - NAIC Data and Data Systems

I, Holly L Blanchard, duly authorized to sign on behalf of Regulatory Insurance Advisors, LLC ("Contractor"), hereby acknowledge the following:

Contractor is entering into an Agreement to perform certain services to assist the New Hampshire Insurance Department ("NHID") to implement a plan management health exchange, upon the terms and conditions specified in the Agreement and in consideration of payments by NHID of certain sums specified therein.

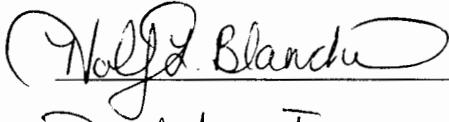
Section 9 of the General Provisions of the Agreement requires that Contractor maintain the confidentiality of, among other things, data and data systems to which it has access in order to perform the tasks specified in the Agreement.

As part of its work under the Agreement, Contractor may be required to use the System for Electronic Rate and Form Filing (SERFF), State Based System (SBS) and/or I-SITE to review carrier filings, annual reports and other data stored in National Association of Insurance Commissioners ("NAIC") data systems.

The NHID's access to and use of NAIC data systems is governed generally by a Master Information Sharing and Confidentiality Agreement (executed November 12, 2003) and by a Certificate of Confidentiality to the NAIC (executed May 13, 2008) certifying that the NHID has the ability under New Hampshire law to maintain the confidentiality of data available through NAIC proprietary systems and applications, including I-SITE.

Contractor acknowledges that under Section 9 of the General Provisions of the Agreement, it, and/or its subcontractors, are bound to maintain the confidentiality of all data sources, and specifically agrees that it is bound by the confidentiality provisions of the Master Agreement and the Certificate of Confidentiality with respect to any NAIC data or data systems to which it is given access.

Signed this 6 day of June 2017, by

 _____, for
Regulatory Insurance Advisors, LLC

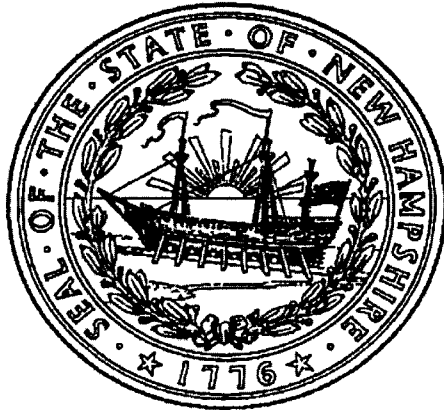
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that REGULATORY INSURANCE ADVISORS LLC is a Nebraska Limited Liability Company registered to transact business in New Hampshire on January 03, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 762179



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of June A.D. 2017.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Limited Partnership or LLC CERTIFICATE OF AUTHORITY

I, Holly L Blanchard, hereby certify that I am a
(Name)

Partner, Member or Manager of Regulatory Insurance Advisors, LLC, a limited
(Name of Partnership or LLC)

liability partnership under RSA 304-B or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certification as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization has not expired.

Date: 6/6/17

ATTEST: Holly L. Blanchard, President
(Name & Title)




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/07/2017

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

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

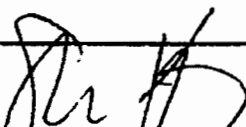
PRODUCER Shawn Kreifels, State Farm Agent 570 Fallbrook Blvd, Suite 111 Lincoln, NE 68521 Agent Code: 27-6118-184 	CONTACT NAME: Shawn Kreifels	
	PHONE (A/C, No, Ext): 402-435-2250 FAX (A/C, No): 402-435-2248 E-MAIL ADDRESS: Shawn.Kreifels.ngiv@statefarm.com PRODUCER CUSTOMER ID #:	
INSURED Regulatory Insurance Advisors, LLC 941 O St. Ste 726A Lincoln, NE 68508	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: State Farm Fire and Casualty Company	25143
	INSURER B: State Farm Mutual Automobile Insurance Company	25178
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 001-2009-2011** **REVISION NUMBER: 1**

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		97-BT-A678-6	05/01/2017	05/01/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
GENL. AGGREGATE LIMIT APPLIES PER:						
<input checked="checked" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> HIRED AUTOS						\$
<input type="checkbox"/> NON-OWNED AUTOS						\$
UMBRELLA LIAB <input checked="checked" type="checkbox"/> OCCUR						EACH OCCURRENCE \$
EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
DEDUCTIBLE \$						\$
RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		Y/M				WC STATU-TORY LIMITS OTH-ER \$
		N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
941 O St Ste 726A, Lincoln, NE 68508 - Consultant

CERTIFICATE HOLDER NHID	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Shawn Kreifels
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CERTIFICATE OF LIABILITY INSURANCE

SHK
R045DATE (MM/DD/YYYY)
6/6/2017

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

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

PRODUCER		CONTACT NAME:	
PAYCHEX INSURANCE AGENCY INC/PAC		PHONE (A/C, No, Ext):	FAX (A/C, No): (888) 443-6112
250881 P: F:(888) 443-6112		E-MAIL ADDRESS:	
PO BOX 33015		INSURER(S) AFFORDING COVERAGE	
SAN ANTONIO TX 78265		NAIC#	
INSURED		INSURER A: Sentinel Ins Co LTD 11000	
REGULATORY INSURANCE ADVISORS DBA SII		INSURER B:	
ADVISORS		INSURER C:	
941 O ST STE 726A		INSURER D:	
LINCOLN NE 68508		INSURER E:	
		INSURER F:	

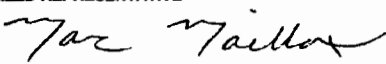
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR BYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	76 WEG ZJ9082	05/13/2017	05/13/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
FOR INFORMATIONAL PURPOSES ONLY 941 O ST STE 726A LINCOLN, NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

STANDARD EXHIBIT I

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

The NH Insurance Dept.
The State
Alexander K. Feldvebel
Signature of Authorized Representative
Alexander K. Feldvebel
Name of Authorized Representative
Deputy Commissioner
Title of Authorized Representative
6/19/17
Date

REGULATORY INSURANCE ADVISORS, LLC
Regulatory Insurance Advisors, LLC
Holly L. Blanchard
Signature of Authorized Representative
Holly L Blanchard
Holly Blanchard
President
Title of Authorized Representative
June 6th, 2017
Date