



**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

30
AKF

Roger A. Sevigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

January 27, 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 \$45,895.50, for consulting services effective upon Governor & Council approval through June 30, 2017. 100% Federal Funds.

The funding will be available in the Enforcement & Protection Grant as follows:

	<u>FY2017</u>
02-24-24-240010-12120000-046-500464 Consultants	\$45,895.50

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 States 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 market conduct examination templates for ongoing compliance testing of quantitative and non-quantitative treatment limitation requirements of the Mental Health Parity and Addiction Equity Act (MHPAEA) of 2008 and the creation of a Market Conduct lifecycle flowchart that depicts the complete internal and external path and timeline of a standard audit. This flowchart must include all requirements of NH RSA 400-A:37.

The major deliverables for Regulatory Insurance Advisors, LLC include:

1. Creating a flow chart/work flow of the life cycle of a standard examination which complies with NH RSA 400-A:37;
2. Developing a specific scope of each exam template relative to each category within MHPAEA
3. Developing interrogatories and data calls by plan type for each specific category including individual, small group and large group;
4. Developing a report format(s) identifying the variables above by each plan type

The Request for Proposal was posted on the NHID's website on November 17, 2016 and sent to past bidders for NHID contract work and companies doing work in this field. Five 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 responsive and cost-effective 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. Sevigny

ECG-102 PROPOSALS EVALUATIONS

valuation Committee members: Joelien Atwater, Maureen Belanger, Alain Couture, Jennifer Patterson, Martha McLeod

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

in December 19, 2016 the Evaluation Committee members met, and as a group assigned points to each bid per the "Specific comparative scoring process" described in each RFP.

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

RFP/VENDOR	CONTRACTOR Specific Expertise (40% of points)	CONTRACTOR GENERAL QUALIFICATIONS (20% of points)	PLAN OF WORK (20% of points)	Bid Price	COST (20% of points)	TOTAL SCORE (100% of Points)	Score without \$\$\$	NOTES
RFP 2016-ECG-102 MHPAEA								
Regulatory Insurance Advisors	35.00%	17.00%	18.00%	\$45,896	5.38%	75.38%	70.00%	
Risk & Regulatory Consulting	28.00%	15.00%	12.00%	\$31,360	7.87%	62.87%	55.00%	
Examination Resources, LLC	30.00%	15.00%	10.00%	\$185,583	1.33%	56.33%	55.00%	
INS Regulatory Insurance Service, Inc	20.00%	10.00%	5.00%	\$12,335	20.00%	55.00%	35.00%	
Compass Health Analytics	20.00%	10.00%	15.00%	\$79,100	3.12%	48.12%	45.00%	

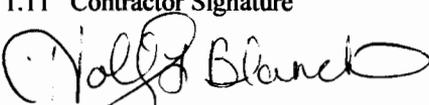
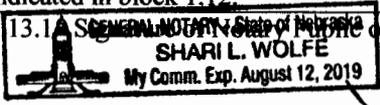
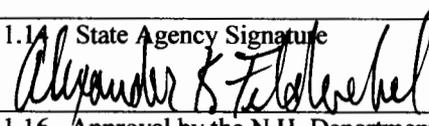
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 June 30, 2017	1.8 Price Limitation 45,895.50
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>January 5, 2017</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  or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: <u>1/30/17</u>		1.15 Name and Title of State Agency Signatory <u>Alexander K. Feldvebel, Deputy Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  <u>AG</u> On: <u>1/31/17</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.

Contractor Initials JUB
Date 1/4/17

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

**2016-ECG 102
MHPAEA Quantitative and Non-Quantitative Limitations
Examination Templates**

EXHIBIT A

SCOPE OF SERVICES

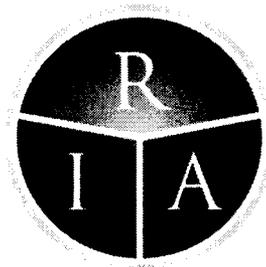
The consultant's primary responsibility will be

1. Create a flow chart/work flow of the life cycle of a standard examination which complies with NH RSA 400-A:37.
2. Develop a specific scope of each exam template relative to each category within MHPAEA
 - a. Inpatient In-network
 - b. Inpatient Out-of-network
 - c. Outpatient In-network
 - d. Outpatient Out-of-network
 - e. Emergency care; and
 - f. Prescription drugs
3. Develop interrogatories and data calls by plan type for each specific category
 - a. Individual
 - b. Small group
 - c. Large group
4. Develop a report format(s) identifying the variables above by each plan type
5. The Consultant shall performed all other tasks as described in the RFP 2016--ECG 102 MHPAEA Quantitative and Non-Quantitative Limitations Examination Templates (attached) and the Bid response (attached) which are incorporated by this reference.

Nancy S. Blanchard, President
1/4/17

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

**2016-ECG 102 MHPAEA
QUANTITATIVE AND NON-QUANTITATIVE LIMITATIONS
EXAMINATION TEMPLATES**



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



REGULATORY
INSURANCE ADVISORS
STATE | FEDERAL | INTERNATIONAL
ENHANCING INSURANCE REGULATION

December 14, 2016

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

**Re: 2016 ECG 102-MHPEA Quantitative and Non-Quantitative Limitations
Examination Template**
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 Quantitative and Non-Quantitative Limitations Examination Templates.

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 and Addiction Equity Act
- 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 L. 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: expertise and analysis regarding the Affordable Care Act (ACA), Mental Health Parity and Addiction Equity Act (MHPAEA) and HIPAA excepted benefits; legislative, regulation and consumer/industry guidance drafting; product form and rate filing reviews; market analysis; market conduct examinations 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 making adjustments 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 and MHPAEA, RIA's leadership and personnel have assisted several states and federal regulators with analysis, implementation, examination and management of requirements. Regarding these issues, RIA has provided services 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 Quantitative and Non-Quantitative Limitations Examination Templates. 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 serves as the President for 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 by our leadership 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 PLAN OF WORK

It is the goal of RIA to exceed expectations with clients on every deliverable. To ensure this occurs, RIA requires all of 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. The following are details of services RIA proposes to offer the NHID.

1. Flow chart/work flow of the life cycle of a standard examination which complies with NH RSA 400-A:37.

RIA believes that for a successful examination to take place, it is critical that moving parts are identified and that staff assigned to the examination understand their delegated duties and timeframes. As such, RIA staff relies on flow charts and Gantt charts for any examination. Working closely with the NHID staff, RIA will develop a comprehensive flow chart/work flow that will encompass the requirements outlined in NH RSA 400-A:37. This flow chart will identify the steps for determining when an

examination is warranted, calling the examination and issuing warrants, identifying appropriate staff, and outlining the scope of work. Additionally, the workflow will aid in identification of the appropriate chapters and standards outlined in the National Association of Insurance Commissioners (NAIC's) Market Regulation Handbook as well as assist in identifying other guidelines and resources that should potentially be considered by the Commissioner and the Examiner in Charge (EIC). The flow chart/workflow will also provide if/then scenarios for the examination such as "if the information received is incorrect or inaccurate, then." Our goal will be to provide a comprehensive chart/workflow that can be used to guide NHID market regulation analysts and examiners and can be used as a training tool.

2. Develop a specific scope of each exam template relative to each category within MHPAEA

Working closely with the DOI staff to explain methodologies, thought processes, and determinations, RIA will develop a specific scope of exam template for each parity category outlined in 45 C.F.R. § 146.136(c)(2)(ii) including: Inpatient/In-network; Inpatient/Out-of-network; Outpatient/In-network; Outpatient/Out-of-network; Emergency services; and Prescription drugs.

In order to determine that true parity exists between medical/surgical and mental health benefits, RIA will design the templates to provide a comparative analysis between the benefits by providing comprehensive guidance on reviewing such aspects as: discrepancies in treatment limitations, including quantitative and non-quantitative limitations; guidance on how to determine if the 2/3 substantially all benefit requirements are met as outlined in 45 C.F.R. § 146.136(b); ensuring that financial limitations, including cost-share requirements are imposed consistently; and ensuring that all categories presented in the regulation which allow medical/surgical benefits also allow mental health benefits, including out of network providers.

Regarding quantitative and non-quantitative limitations, we will take into account several issues, such as: qualitative annual, lifetime or daily benefit limitations; and non-qualitative benefit and treatment access limitations, network tier design standards for provider admission, reimbursement rates, plan methods for determining usual, customary and reasonable charges, refusal to pay for higher-cost therapies until it can be shown that a lower-cost therapy is not effective and reviews of aggregate limitations.

RIA will also closely monitor activities on the NAIC and federal level regarding Mental Health Parity to ensure that the templates incorporate the most up to date assertions and considerations, including newly updated American Society of Addiction Medicine (ASAM) requirements.

3. Develop interrogatories and data calls by plan type for each specific category

RIA believes that while Chapter 20A of the Market Regulation Handbook provides great guidance for a Mental Health Parity review and associated interrogatories and data calls,

we also believe that all resources should be utilized to ensure full consumer protection. As such, we will work closely with the NHID to design additional interrogatories and data calls per the requirements and authorizations of New Hampshire RSA 417 E:1 V, RSA 420-B:8-b V, RSA 415:18-a, RSA 420-B-8-b. Also, RIA will work with the NHID and, if needed, our licensed behavioral health specialist to develop interrogatories and data calls that address current concerns and issues in the market place. Additionally, RIA will utilize the services of a licensed pharmacist to provide guidance for interrogatories and data calls for Medication Assisted Treatments (MAT) in regards to Mental Health Parity. These interrogatories will outline specific requirements for Individual, Small Group, and Large Group taking into consideration the requirements of MHPAEA and the ACA. Further, with likelihood of changes to the ACA forthcoming due to the new federal Administration, during the term of the contract, RIA will consistently monitor any changes that will impact Mental Health Parity, and provide guidance and suggestions for alternative interrogatories to be considered. RIA will provide a comprehensive breakdown of the reasoning for the developed interrogatories and data calls, including the appropriate citations or guidance so that the NHID is able to monitor these sources on a going forward basis and adjust accordingly.

4. Develop a report format(s) identifying the variables above by each plan type

We believe that a report should in a concise style tell the comprehensive story of an examination. As such, RIA staff will work very closely with the NHID to understand what is the most meaningful information for the NHID to be presented in a report, and determine the most effective manner of presenting the meaningful information. We believe that the report format should consider the scope of work, company profile, purpose for the examination, methodology of the examination, executive summary, findings and recommendations, exhibits and other considerations determined necessary by the NHID. The format will be presented in a way that establishes the primary structure of report so that critical information can be added consistently throughout to create an understanding of the aspects of the examinations which quickly assists in identifying any and all concerns.

TIMELINES

RIA recognizes that timelines outlined in the proposal will require quick turnarounds and extensive attention to detail. Keeping this in mind, our staff will be in constant communication with the NHID through each step of the process to ensure that all expectations are identified and all deadlines are met. We propose the following timeline for the tasks outlined:

1. Creation of a Flow chart/work flow of the life cycle of a standard examination which complies with NH RSA 400-A:37.

Once awarded the bid, RIA will immediately begin to work with the NHID to understand and document the current examination process, and to make suggestions as to other considerations or methods that may be added. The completed workflow will be delivered on or before February 13th, 2017.

We would also suggest that the proposed flow chart and work flow is revisited after development of the templates, interrogatories and data calls to ensure that additional steps or resources are not needed in the flow chart/work flows.

2. Develop a specific scope of each exam template relative to each category within MHPAEA

RIA staff will work with the NHID in creation of the templates for each category to ensure that the information provided and the formatting is consistent with NHID expectations. The first template will be delivered to the NHID staff on or before March 6th, 2016. Once approved by the NHID, the template utilized for the first category will provide a consistent format for the remaining templates. The remaining templates will be delivered on or before March 20th, 2017.

3. Develop interrogatories and data calls by plan type for each specific category

Utilizing the methodology outlined above, and discussing thoughts and options with the NHID, RIA will create the interrogatories and data calls by plan type for each specific category. These interrogatories and data calls will be presented to the NHID on or before April 17th, 2017.

4. Develop a report format(s) identifying the variables above by each plan type

Based on discussions and suggestions from the NHID staff, RIA will develop report formats for each plan type that will allow for a concise and comprehensive examination report. RIA staff will seek input from the NHID through the creation of the report format to ensure that we are capturing the expectations of the NHID. The draft report formats will be delivered on or before April 24th, 2017. Any changes that are requested by the NHID staff will be incorporated immediately ensuring that all final report formats are delivered on or before April 28th, 2017.

EXPERIENCE:

RIA has significant expertise with MHPEA with all aspects of ACA regulation and requirements and the impact thereof of MHPEA. RIA personnel have provided primary oversight on several multi-pronged ACA matters, including the CCIIO Product Filing Reviews (hereinafter "PFRs") and Minimum Essential Coverage (hereinafter "MEC") reviews, as well as multiple state exams. RIA personnel have also been actively involved in Mental Health Parity oversight since passage of the MHPEA in 2008.

Additionally, RIA understands that CMS and other entities frequently presents new and updated regulations and guidance documents related to Mental Health Parity and Substance Use Disorders (Collectively Behavioral Health). As such, we are registered for all relevant newsfeeds, update notifications, and websites to ensure we have the most up to date information. This information is monitored daily to identify policy changes, state implementations and sub-regulatory guidance to consider. RIA leadership also are frequently in contact with federal insurance regulators regarding ACA matters. Additionally, RIA personnel are very active in NAIC B and D Committee activities. Our high-level of engagement ensures that we have real-time knowledge of issues.

We have a comprehensive understanding of all Mental Health Parity requirements outlined in 45 C.F.R. § 146.136 and 29 U.S.C-s 1185a and will bring this knowledge to the NHID if given the opportunity. Expanding on the knowledge and guidance existing among NHID personnel, RIA proposes to: 1) provide training protocols and guidance regarding all Plan Management functions, including specific details on the requirements outlined in each section of the regulation, relevant FAQ's for reference, and websites to monitor for any potential updates and changes; 2) work with NHID personnel to determine any additional training and guidance that is necessary; 3) provide group and one-on-one training sessions for NHID personnel; and 4) be available as a resource indefinitely.

Additionally, RIA will thoroughly document all services performed for the NHID and provide NHID personnel with a summary of all services and location of additional documentation for future reference.

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. We also believe that efficiency is key to delivering exceptional results in the most cost effective manner. As such, we only assign the number of staff that we believe are needed to perform the services outlined. Additional staff are available, and can be added if necessary after discussion with the NHID. 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.

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

- Holly Blanchard, Project Leader
- Pieter Williams, Coordinator
- Leslie Krier, Subject Matter Expert
- Uma Dua, Pharmacist

The majority of the work outlined in this proposal will be performed by Holly Blanchard. We will be utilizing specialists and subject matter experts in a very limited capacity to provide insight into additional considerations. Specialized services from a licensed behavioral health specialist can also be utilized if determined to be necessary.

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.

1. Holly Blanchard, Project Leader

RIA's Quantitative and Non-Quantitative services will be led 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 knowledge of the Mental Health Parity and Addiction Act of 2008 (MHPEA) as well as the Mental Health parity requirements in the 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 PFR and 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.

2. Pieter Williams, Coordinator

Coordination of RIA's services will be performed by Pieter Williams. Pieter will also provide guidance to RIA's Project Leader and other staff as needed. 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 has strong knowledge of federal and state requirements applying to ACA coverage, HIPAA excepted benefits, MHPAEA 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, team management 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.

3. Leslie Krier, Subject Matter Expert

Leslie Krier previously served as the Market Conduct Oversight Manager for the Office of the Insurance Commissioner for the state of Washington. Leslie has been involved with over a hundred market conduct examinations, has been a very active part of the D Committee, and is a frequent contributor to the Market Regulation Handbook. As such, Leslie's expertise will be utilized to provide insight into additional interrogatories or data calls that may be considered.

4. Uma Dua, Licensed Pharmacist D

Uma is a seasoned pharmacist. She graduated with a Pharm.D. from the University of

the Sciences of Philadelphia (USP) and a Bachelor of Science in Pharmacy from The University of Pittsburgh. Uma also held her MCM certification in good standing from IRES since 2014.

Uma has held positions as a pharmacist in a wide array of arenas including, retail pharmacy, drug information, clinical, healthcare IT/revenue cycle, project management, managed care (including specialty pharmacy), and government (Affordable Care Act/Medicaid). She is well versed in opioid addiction and treatment, including creating interrogatories, which enables her to be versatile and deliver results that are measurable and that support business goals. Uma has held several positions in pharmacy, utilizing her clinical knowledge and operational knowledge to increase efficiency.

Uma will be utilized to provide insight into creating Medication Assisted Treatment (MAT) interrogatories and guidance.

5. Licensed Behavioral Health Specialist

RIA utilizes, when necessary, a Licensed Behavioral Health Specialist to provide insight into pressing issues that should be taken into consideration in creating templates, interrogatories and data listings. The Behavioral Health Specialist understands the complexities of treatment options, and therefore understands what treatments are being required that would mitigate parity considerations, such as driving intensive outpatient allowances while denying intensive inpatient treatment. We are not including the name or resume of a licensed behavioral health specialist due to the recent passing of our regular staff member who performed these services. However, we are actively evaluating candidates to join RIA's team in this capacity and will have a highly qualified licensed behavioral health specialist when the contract period starts.

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 2016 and 2017 New Hampshire CONUS rates.

Cost proposal

- 1. Hourly Rates and expected expenses for RIA Personnel
 - i. Holly Blanchard, Project Leader
 - a. \$120.00 per hour
 - b. 320 hours total
 - c. Total cost: \$38,400.00
 - ii. Pieter Williams, Coordinator
 - a. \$130.00 per hour
 - b. 10 hours total
 - c. Total cost: \$1,300.00

- iii. Leslie Krier, Subject Matter Expert
 - a. \$115.00 per hour
 - b. 8 hours total
 - c. Total cost: \$920
- iv. Uma Dua, Pharmacist
 - a. \$130.00 per hour
 - b. 8 hours total
 - c. Total cost: \$1,040
- v. Behavioral Health Specialist
 - a. \$130.00 per hour
 - b. 5 hours total
 - c. Total cost: \$650

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
Holly Blanchard	320	\$ 38,400.00
Pieter Williams	10	\$ 1,300.00
Leslie Krier	8	\$ 920.00
Uma Dua	8	\$ 1,040.00
Behavioral Health Specialist	5	\$ 650.00
One week onsite travel	(figured in)	\$ 1,400.00
TOTALS	351	\$43,710.00

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 (December, 2016 –April, 2017).

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 \$45, 895.50.

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.

Joelien Atwater
Life and Health Market Conduct Examiner in Charge
New Hampshire Department of Insurance
Phone: (603) 271-3943
Email: Joelien.Atwater@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.rouleau@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

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 statutes, 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.
Associate Attorney

October 2000 – November 2001
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.

LESLIE KRIER

Summary

Experienced market conduct professional, working in both regulatory and industry environments.

Accomplishments

- Created and implemented a state based market conduct examination and market conduct analysis program that is recognized as a national model.
- Managed a program with a budget of over \$1,000,000 per fiscal period, and with a staff of 13. This unit had oversight of more than 1,300 insurance entities doing business in Washington state.
- Worked on various National Association of Insurance Commissioner (NAIC) committees and work groups concerning market conduct issues and processes. Provided input the committees and work groups on behalf of the Insurance Commissioner and Washington state.
- Received the Governor's Distinguished Manager's Award in 2011 for the creation and implementation of the Market Conduct Oversight Program.
- Received the IRES Foundation Paul DeAngelo Teaching Award in 2011.
- Past President of IRES, editor of the IRES Member newsletter, "The Regulator" and Past President of the AICP NW Chapter as well as co-chair of the Chapter Education Day.

Experience

*Office of the Insurance Commissioner Tumwater, WA
State of Washington*

Market Conduct Oversight Manager October 2007 – May 2016

- Created, implemented and managed a market conduct program that included market analysis and market conduct examinations and continuum activities overseeing more than 1,300 entities doing business in WA, ensuring that these entities adhered to WA laws and regulations related to consumer protections.
- Worked with legislators, other OIC employees, interested parties and consumers writing bills, analyzing bills and implementing new statutes as they pertained to the OIC. Participated in writing rules to implement new statutes and to update existing rules as needed.
- Assisted in implementation of ACA and Mental Health Parity rules in WA state. Represented the Commissioner, at his direction, on national committees and panels.
- Led national multi-state examinations on healthcare and cyber-security.

Chief Market Conduct Examiner October 1994 to October 2007

- Senior examiner conducting health and life/annuity examinations of nationally significant companies doing business in WA.
- Implemented ACL for standardization of exam samples and wrote examination standards for health and life/annuity exams to standardize the examination process.
- Promoted to Chief Market Conduct Examiner responsible for all lines of insurance. Developed the examination staff from three to seven examiners, increased the number of exams per year from three to seven and created a desk audit examination process to reduce costs for exams.
- Implemented market analysis programs and the use of market conduct annual statement collection in WA.
- Various Life and Annuity Companies September 1972 to Oct 1994

Education

- Bachelor of Arts, Business Administration Washington State University - Pullman, WA, USA
- Fellow Life Management Insurance (FLMI), LOMA
- Accredited Insurance Examiner (AIE), Insurance Regulatory Examiners Society (IRES)

UMA S DUA,

Uma is a seasoned pharmaceutical leader with over 20 years working in a variety of settings, including reviewing the Affordable Care Act (ACA), Market Conduct Management (MCM), Rx, health care IT, revenue cycle, clinical, consulting, managed care, and retail. Results-oriented leader with strong strategic planning, operational management, and problem-solving skills. Expertise includes:

- Health Care Process & Information Technology Implementation & Operational Efficiency
- Managed Care/PBM Pricing Strategies/Specialty Drugs
- Presentation to C-suite Executives
- Opioid Addiction/Medication Assisted Treatments
- 340B
- Pharmacy Revenue Reimbursement practices in retail, hospital (IP/OP) & Managed Care
- Specialty Pharmacy
- Retail
- Project and Direct Team Management
- Form Reviews ACA (including Rx) ACA Trained Spring 2015 & 2016
- MCM Certification Received 2014
- CER Certification Fall 2017(Registered)

Professional Experience

Cigna

(July) 2016-(October) 2016

Pharmacy Clinical Program Manager - Affordable Care Act (ACA) Federal/State Exchange - Clinical Pharmacy Program Development – Affordable Care Act (ACA) Federal and State Exchange business. ACA Exchange and IFP formulary development and compliance are the primary responsibilities. Responsible for designing, developing, and implementing clinical pharmacy programs and strategies that are applied across Cigna's Federal and State Exchanges. Works collaboratively with cross functional teams and a broad set of matrix partners to ensure timely execution of deliverables.

Examination Resources

2014-2016

Prescription Drug Benefit Specialist-Pharmacy consultant responsible for reviewing the Essential Health benefits (EHB) benchmark plan review for managed care organizations in the FFM direct enforcement stats per the ACA, including non-discrimination reviews, as well as the Clinical Appropriateness Tool (CAT) review, Formulary Outlier Review, and Treatment Protocol Calculator (TPC). Assess discrimination of all QHPs & Non-QHPs per ACA as it relates to

BAD, DM, RA, Schizophrenia, & HIV/AIDS, MS, HCV, Breast Cancer, and Prostate Cancer

Highmark

2014

Pharmacy Sales Consultant- Perform client-specific complex analysis and present key findings and recommendations to key accounts as well as attract new business and retain existing business through active participation and oversight of comparing other vendor's offerings and highlighting Highmark differentiators.

MedAssets (2011-2013) & CraneWare (2013-2014)

Business Solutions Consultant -Pharmacy consultant responsible for identifying all revenue cycle opportunities within hospital & outpatient pharmacy settings, improving operational efficiencies, presenting to C-suite executives, having a solid understanding of 340B & reimbursements in revenue cycle, including managed care. P

Rite Aid Pharmacy, Atlanta, GA

2004-2010

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.

Total Therapeutic Management (TTM), Kennesaw, GA

2003-2005

Project Manager/Clinical Manager-Responsible for leading multiple nationwide clinical studies funded by HMO's, PPO's, and major Pharmaceutical companies. Led a team of contract Nurses and project analysts in the timely collection and interpretation of clinical data.

Solvay Pharmaceuticals, INC. – Marietta, GA

2000-2001 (Year Long Residency)

Drug Information (DI) Resident-Participated in a full year residency through the Mercer University, Southern school of Pharmacy and Solvay. Gained practical experience and industry knowledge covering the breadth of the DI specialty

Education

UNIVERSITY OF THE SCIENCES IN PHILADELPHIA, Philadelphia, PA

Pharm.D. – Doctor of Pharmacy

UNIVERSITY OF PITTSBURGH SCHOOL OF PHARMACY, Pittsburgh, PA

B.S. - Pharmacy

Professional Licensures, Awards, Publications

Pennsylvania– Registered Pharmacist

Georgia– Registered Pharmacist

Co-published a major study on Blood Pressure Goal attainment in the Journal of Managed Care Pharmacy (12/2006)

Market Conduct Management Certification (2014)

Awarded the "Revenue Cycle Technology Consulting New Comer of the Year Award" for 2012 @ MedAssets

STATE OF NEW HAMPSHIRE
2016 – ECG 102 MHPAEA
Quantitative and Non-Quantitative Limitations Examination Templates
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 relative to the development of Market Conduct Examination templates for ongoing compliance testing of Quantitative and Non-quantitative treatment limitation requirements of the federal Mental Health Parity and Addiction Equity Act (MHPAEA) of 2008 and the creation of a Market Conduct lifecycle flowchart that depicts the complete internal and external path and timeline of a standard audit. This flowchart must include all requirements of NH RSA 400-A:37, New Hampshire's market conduct examination law.

Initial focus should be on the flowchart, followed by the templates, interrogatories, data calls and report outline. Any agreement arising out of this request for proposals will start upon Governor and Council approval and continue through April 30, 2017, and will be subject to state acceptance of the Health Insurance Enforcement and Consumer Protections Grant awarded to the New Hampshire Insurance Department on October 31, 2016.

GENERAL INFORMATION/INSTRUCTIONS

The contractor is expected to have and use expertise in all aspects of Market Conduct Examinations, including knowledge of National Association of Insurance Commissioners (NAIC) standards, as well as knowledge of MHPAEA and related 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 December 14, 2016, at the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire, 03301. Emails should be sent to alain.couture@ins.nh.gov and include in the subject line: "RFP 2016 - MHPAEA Quantitative and Non-Quantitative Limitations Examination Templates".

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.

SERVICES REQUESTED

The NHID seeks consultants who will develop a flowchart depicting the life cycle of an examination and detailed templates, which shall include a scope, interrogatories, data calls and report format for MHPAEA examinations of Quantitative and Non-quantitative treatment limitations by product line.

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

1. Flow chart/work flow of the life cycle of a standard examination which complies with NH RSA 400-A:37.
2. Develop a specific scope of each exam template relative to each category within MHPAEA
 - a. Inpatient In-network
 - b. Inpatient Out-of-network
 - c. Outpatient In-network
 - d. Outpatient Out-of-network
 - e. Emergency care; and
 - f. Prescription drugs
3. Develop interrogatories and data calls by plan type for each specific category
 - a. Individual
 - b. Small group
 - c. Large group
4. Develop a report format(s) identifying the variables above by each plan type

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 Market Conduct Examinations, NAIC standards,

MHPAEA requirements and related New Hampshire insurance laws:

- a) Expertise with the operational processes and procedures of health carriers relative to MHPAEA. Please identify role and title of each individual.
- b) Experience relative to the development, implementation and execution of the Market Conduct process including developing interrogatories and data calls.
- c) Familiarity with state and federal laws and regulations and the NAIC Market Regulation handbook.
- d) Expertise with Health Products.
- e) Expertise with the analysis of work flows and development of procedural documentation.

40% 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.

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.

20% 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 November 29, 2016. Questions should be directed to Alain Couture via email at alain.couture@ins.nh.gov. Please include "RFP 2016 - MHPAEA Quantitative and Non-Quantitative Limitations Examination Templates" 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 December 1, 2016.

The successful bidder or bidders will be required to execute a state of New Hampshire Contract. A form P-37 contains the general conditions as required by state of New Hampshire purchasing policies and the Department of Administrative Services. Although this standard contract can be modified slightly by mutual agreement between the successful bidder and the New Hampshire Insurance Department, all bidders are expected to accept the terms as presented in this RFP. If the bidder requires any changes to the P-37, those changes need to be identified in the proposal. The 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 December 20, 2016, and the NHID will seek to obtain all state approvals by mid-January, 2017. Please be aware that the winning bidder will need to provide all signed paperwork to the NHID by December 28, 2016 in order for deadlines to be met.

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

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

Agreement with Regulatory Insurance Advisors, LLC

2016-ECG 102

**MHPAEA Quantitative and Non-Quantitative Limitations
Examination Templates**

EXHIBIT B

CONTRACT PRICE, PRICE LIMITATIONS AND PAYMENT

The services will be billed at the rates set forth in the Contractors Proposal, dated December 14, 2016, not to exceed the total contract price of \$45,895.50. 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.

Nolly J. Blanchard, President
1/7/17

Agreement with Regulatory Insurance Advisors, LLC

**2016-ECG 102
MHPAEA Quantitative and Non-Quantitative Limitations
Examination Templates**

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

12/28/16
Date

Holly L. Blanchard
Contractor Signature

Agreement with Regulatory Insurance Advisors, LLC

2016-ECG 102

**MHPAEA Quantitative and Non-Quantitative Limitations
Examination Templates**

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 4 day of January 2017, by

Holly L. Blanchard, for
Regulatory Insurance Advisors LLC

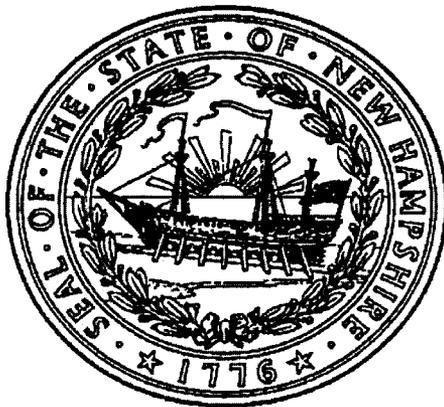
State of New Hampshire

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 27th day of January A.D. 2017.

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

William M. Gardner
Secretary of State



REGULATORY
INSURANCE ADVISORS
STATE FEDERAL INTERNATIONAL

CERTIFICATION OF AUTHORITY

I, **Holly Blanchard**, hereby certify that I am the **President** of **Regulatory Insurance Advisors, LLC (hereinafter 'RIA')**, a limited liability company pursuant to New Hampshire Revised Statute §304-C.

I hereby further certify:

1. In my capacity as President of RIA, I am for all lawful purposes authorized to represent and bind RIA;
2. I understand that the State of New Hampshire will rely on this **Certification of Authority** as evidence that I, Holly Blanchard, currently am President of RIA and have full authority to represent and bind RIA for all lawful purposes; and
3. My authority to represent and bind RIA for all lawful purposes will remain valid indefinitely.

By: Holly Blanchard Date: 1/4/17

Printed Name and Title: Holly L. Blanchard, President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/09/2017

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.ngjv@statefarm.com PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Regulatory Insurance Advisors, LLC 941 O St. Ste 726A Lincoln, NE 68508	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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		97-BS-R671-7	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ 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/N	N/A			WC STATUTORY LIMITS OTH-ER 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

© 1988 - 2009 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DKD
R002DATE (MM/DD/YYYY)
1/27/2017

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 PAYCHEX INSURANCE AGENCY INC/PAC 250881 P: F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext):	FAX (A/C, No): (888) 443-6112
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Ins Co LTD	NAIC# 11000
INSURED REGULATORY INSURANCE ADVISORS DBA SII ADVISORS 941 O ST STE 726A LINCOLN NE 68508	INSURER B:	
	INSURER C:	
	INSURER D:	
	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 WVD	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 OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS 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? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG 2J9082	05/13/2016	05/13/2017	<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

FOR INFORMATIONAL PURPOSES ONLY
 941 O ST STE 726A
 LINCOLN, NE 68508

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

Jan Taylor

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
1/30/17
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
1/4/17
Date