

YAR 41



**THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14
CONCORD, NEW HAMPSHIRE 03301

Roger A. Seigny
Commissioner

Alexander K. Feldvebel
Deputy Commissioner

August 1, 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 Examination Resources, LLC (Vendor # 280509) of Atlanta, GA in the amount of \$67,400, for consulting services effective upon Governor & Council approval through October 30, 2018. 100% Federal Funds.

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

	<u>FY2018</u>
02-24-24-240010-12120000-046-500464 Consultants	\$67,400

EXPLANATION

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

The NHID seeks assistance from this vendor to perform targeted market conduct examinations to assess compliance for non-quantitative treatment limitation requirements of the federal Mental Health Parity and Addiction Equity Act (MHPAEA) of 2008 as well as applicable state law.

The major deliverables for Examination Resources, LLC include conducting a targeted market conduct examination, for the time period of January 1, 2016 through June 30, 2017 for one issuer and providing the NHID with draft reports by May 31, 2018.

The Request for Proposal was posted on the NHID's website on June 15, 2017 and sent to past bidders for NHID contract work and companies doing work in this field. A total of sixteen bids were received for one, two, three and four exams. 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 two vendors, including Examination Resources, LLC as most responsive to the RFP.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'RAS', is written over the typed name.

Roger A. Sevigny

ECG-107 PROPOSALS EVALUATIONS

Evaluation Committee members: Alain Couture, Jennifer Patterson, Maureen Belanger, Martha McLeod

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

On July 20, 2017 the Evaluation Committee members met, and as a group assigned points to each bid per the "Specific comparative scoring process" described in each RFP.

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

RFP/VENDOR	CONTRACTOR Meets Specific Skills (40% or points)	CONTRACTOR General Qualifications & Related Experience (20% or points)	PLAN of Work Timeframe and Deliverables (20% or points)	Bid Price- BUDGET AMOUNT One (1) Exam	COST (20% or points)	TOTAL SCORE (100% or Points)	Score without \$\$\$	NOTES
RFP 2017-ECG-107 Market Conduct Exams								
Examination Resources	31.00%	17.00%	15.00%	\$67,400	20.00%	83.00%	63.00%	
Regulatory Insurance Advisors	35.00%	18.00%	16.00%	\$97,250	13.86%	82.86%	69.00%	
Risk & Regulatory Consulting	28.00%	13.00%	12.00%	\$79,140	17.03%	70.03%	53.00%	
Managed Healthcare Unlimited	28.00%	14.00%	15.00%	\$170,975	7.88%	64.88%	57.00%	

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 Examination Resources, LLC		1.4 Contractor Address 3475 Piedmont Road, Suite 410, Atlanta, GA 30305	
1.5 Contractor Phone Number 404-816-6188	1.6 Account Number 02-24-24-240010-12120000-046-500464	1.7 Completion Date October 30, 2018	1.8 Price Limitation \$67,400
1.9 Contracting Officer for State Agency Alexander Feldvebel, Deputy Commissioner		1.10 State Agency Telephone Number (603) 271-2736	
1.11 Contractor Signature <i>Rebecca Belanger-Walkms</i>		1.12 Name and Title of Contractor Signatory <i>Rebecca Belanger-Walkms, Managing Member</i>	
1.13 Acknowledgement: State of <i>Georgia</i> , County of <i>Fulton</i> On <i>July 31, 2017</i> , 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 of <i>Managing Member</i> of Notary Public or Justice of the Peace			
<div style="display: flex; align-items: center;"> <div> <p style="margin: 0;">Signature and Title of Notary or Justice of the Peace <i>Fataneh Asadelvand</i> Fataneh Asadelvand, <i>Executive Manager</i></p> </div> </div>			
1.14 State Agency Signatory <i>Alexander K. Feldvebel</i> Date: <i>8/2/17</i>		1.15 Name and Title of State Agency Signatory <i>Alexander K. Feldvebel, Deputy Commissioner</i>	
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: <i>J. Christopher Marshall</i> On: <i>8/2/17</i>			
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

Contractor Initials *BN*
Date 7/31/17

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Agreement with Examination Resources, LLC

2017-ECG 107

Market Conduct Exams

EXHIBIT A

SCOPE OF SERVICES

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

1. Conduct targeted market conduct examinations to include compliance testing for non-quantitative treatment limitation requirements of the federal Mental Health Parity and Addiction Equity Act (MHPAEA) of 2008, as well as applicable state law, for the time period of January 1, 2016 through June 30, 2017 for the following issuer:
 - a. Harvard Pilgrim Health Care
2. Provide the NHID with regular, detailed status updated in a manner prescribed by the NHID
3. Provide the NHID with draft reports by May 31, 2018 containing the following:
 - a. Detailed discussion and findings on each examination conducted
 - b. Comprehensive written explanations and thorough documentation supporting any critical comments
 - c. Summary of issues raised by the review, and
 - d. Edits to the draft reports in preparation to present the document to the NHID Commissioner
4. Contractor may be subject to deposition, based upon activities and findings during an examination
5. The contractor will be available for consultation, to attend and testify at meetings or hearing through the end of the contract
6. The Consultant shall performed all other tasks as described in the RFP 2017 ECG 107 Market Conduct Exams (attached) and the Bid response (attached) which are incorporated by this reference.

EXAMINATION RESOURCES, LLC

PROPOSAL TO SERVE

THE NEW HAMPSHIRE INSURANCE DEPARTMENT

FOR

2017 - ECG – 107 MARKET CONDUCT EXAMINATIONS

Submitted: July 17, 2017



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Atlanta, GA 30305
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Website : www.examresources.net

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EXECUTIVE SUMMARY

Examination Resources, LLC (ER) is pleased to submit this proposal to provide assistance in conducting targeted market conduct examinations to the New Hampshire Insurance Department (NHID or Department). The examinations will include compliance testing for non-quantitative treatment limitation requirements of the federal Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA).

ER understands that we will be tasked with the coordination, review, analysis and examination of up to four health care entities. All examinations will be conducted in accordance with the procedures established by the National Association of Insurance Commissioners (NAIC) and contained in the NAIC *Market Regulation Handbook* (Handbook) and New Hampshire statutes and regulations.

The ER staff proposed for this project is very well versed in MHPAEA and in conducting Market Conduct examinations and can meet all requirements stipulated in the RFP. We pride ourselves on being a firm that is diverse in its ability to provide examination services across the board and the expertise and experience to deliver an outstanding product at a competitive price.

SPECIFIC TASKS

ER understands the tasks specific to this RFP and has no issues completing and exceeding the requirements requested by the NHID. ER has conducted over 600 market conduct examinations covering all lines of business, from targeted, comprehensive and specialized. We have extensive knowledge and experience with the Affordable Care Act (ACA) and ER is currently performing or has performed a number of compliance reviews, including targeted reviews for the NHID specific to the Mental Health Parity and Addiction Equity Act (MHPAEA) – making our firm uniquely qualified for this project. Details demonstrating the six areas listed under the specific skills area of the RFP will be thoroughly explained throughout our response.

ER also understands there are up to four targeted examinations under this contract with an examination period of January 1, 2016 through June 30, 2017. We are prepared to begin the examinations per the Department's anticipated start date of September 2017 with all examinations completed by May 2018.

SECTION I – RELEVANT EXPERIENCE

In September of 2012, ER was awarded a contract to provide assistance with the insurance market reform enforcement of the ACA for the Center of Consumer Information and Insurance Oversight (CCIO) under the Department of Health and Human Services (HHS), and more recently won the rebid for this contract for another three years. One of the charges under this award is conducting market conduct examination services targeted on ACA Compliance. Under this contract, over the past four years, ER has conducted five ACA compliance targeted market conduct examinations which included a review the issuer's compliance with the provisions of MHPAEA [45 CFR § 146.136 and 45 CFR § 147.160].

As a part of the examinations, interrogatories and worksheets were created to obtain data from the issuer regarding financial requirements, quantitative treatment limitations (QTLs) and non-quantitative treatment limitations (NQTLs) applied to mental health and substance abuse disorder (MH/SUD) services in each of the six classifications identified under the Act: Inpatient/In-network, Outpatient/In-network, Inpatient/Out-of-network, Outpatient/Out-of-network, Emergency Care, and Prescription drugs. The purpose of the reviews was to ensure that the issuer was not imposing less favorable benefit limitations for MH/SUD services than for medical and surgical services.

Specifically, the issuer was required to:

- Provide a detailed description of the process and rationale the plan utilized in categorizing benefits into the six different classifications;
- Complete a separate data table for a select number of plans in each market that sets forth any applicable annual or lifetime limitations, financial requirements, QTLs and NQTLs applied to services within each classification;
- Provide supporting documents for each plan, including:

- Information regarding NQTLs such as the following:
 - Definition of medical necessity
 - Definition of experimental and investigative
 - Formulary design
 - Pre-authorization requirements
 - Retrospective and concurrent review processes
 - Penalties for failure to complete a course of treatment/step therapy
 - Provider contracting and credentialing
 - Development of usual, customary and reasonable rates
 - Restrictions based on geographic location, facility type, provider specialty, and other criteria that limit the scope or duration of benefits for services
- Methodologies, evidences of coverage, policies and procedures, and other documents that clarify and support the data recorded in the worksheets, and
- An explanation and analysis of how the predominant and substantially all tests for financial requirements and QTLs were calculated for each of the benefit classifications.

The examinations also included a review of MH/SUD paid and denied claims to ensure claims were paid and processed consistent with the plan as set forth in the policy forms and the issuer's internal policies and procedures and in compliance with MHPAEA requirements. A list of all MH/SUD claims paid and denied during the examination period was provided and Audit Command Language Analytics (ACL) was used to analyze data, detect reporting errors and inconsistencies, and select samples for testing.

Since September 2012, ER has been working very closely with CCIIO in developing the audit program for Qualified Health Plan (QHP) and Non-Qualified Health Plan (Non-QHP) policy form review to include a law matrix, collection tools, checklists, and TeamMate templates containing the audit program for completing the form reviews. The tools that we have been developing include those related to MHPAEA.

In addition to our work with CCIIO, ER has performed ACA market conduct and policy form compliance reviews for the States of Arizona, Illinois, Minnesota, Ohio, and West Virginia. ER assisted the states with review and revision of checklists and guidance tools provided to issuers, conducted training for state regulators, and performed QHP, Non-QHP and stand-alone dental policy form reviews.

ER recently completed targeted market conduct examinations of New Hampshire licensed health insurance companies and Co-ops to review how the companies are handling claims for substance use and disorder (SUD) benefits and to determine their compliance with requirements under New Hampshire law and MHPAEA. The scope of the examination included a review of prior authorizations, paid and denied claims, internal grievances and appeals procedures and files, and utilization review requirements with respect to SUD benefits. A review of the insurance companies' and Co-ops' provider networks was performed to determine the adequacy of a covered person's access to SUD providers and to determine whether the companies comply with the network adequacy requirements under the ACA and network adequacy standards established by the New Hampshire Department of Insurance.

Additionally, ER provided market conduct examination services in compliance with West Virginia Code § 33-2-9 for Highmark West Virginia, Inc. (Highmark) in accordance with the procedures established by the NAIC and contained in the NAIC *Market Regulation Handbook*, particularly Chapters 16 and 20a to include adopted ACA standards, the 2015 Review of Compliance with QHP Minimum Certification Standards procedures developed by CMS/CCIIO, and applicable West Virginia rules.

Our comprehensive market conduct examination of Highmark tested the issuer's compliance with the provisions of the ACA and included, but was not limited to, extensive reviews of complaints/grievances/external reviews; underwriting (rescissions, declinations, cancellations, preexisting condition exclusion limitations, guaranteed renewability, modification of grandfathered /Transitional Plans); rating; network adequacy; utilization review; guaranteed renewability of individual and small group market coverage; prohibition on excessive waiting periods; policyholder services; and coverage for individuals participating in approved clinical trials.

For this engagement, ER also developed and conducted a training session to review the examination process and discuss ways to make future examinations more efficient and more relevant. The examination team performed planning and administrative tasks when preparing for the comprehensive market conduct examination that included developing a detailed work plan, sample estimates, work assignments and suggested deadlines. ER developed a master project plan for the examination which will be used by the West Virginia Department of Insurance on future ACA examinations.

In addition, ER conducted onsite training of West Virginia staff on the ACA and Chapter 20a provisions of the NAIC *Market Regulation Handbook* to ensure their examiners are equipped with the most up-to-date information about the Affordable Care Act and what trends ER was seeing across the country in ACA compliance.

ER is currently working with the Colorado Department of Regulatory Agencies, Division of Insurance to develop tools and guidance to assist the Division in reviewing compliance with requirements under the ACA with respect to the coverage of Essential Health Benefits (EHB) and preventive care services as well as MHPAEA. Regarding EHBs, ER is working with the Division in relation to Section 2707, as the Division is looking at enhancing its existing policy filing review processes to develop tools to review issuers' plans to ensure insurance issuers do not include discriminatory benefit designs that discourage people with potentially high-cost medical conditions from enrolling in those plans. ER has also helped to develop tools that assist with the review of issuers' plans and their internal processes and procedures to ensure issuers are providing preventive care benefits required by state and federal law at no cost sharing.

With respect to MHPAEA, ER worked with the Division to develop worksheets and questionnaires to be used to determine if a carrier is in compliance with federal and state MH/SUD parity laws and identify potential issues with MH/SUD benefits and coverage that are not addressed through the policy forms or cost sharing information. ER has also provided training on identifying limitations and exclusions contained in policy forms that do not comply with MHPAEA, and expanding on those areas identified in the "Warning Signs" guidance issued by HHS regarding the review of NQTLs.

For this engagement, a questionnaire was created to collect information from issuers regarding NQTLs. The questionnaire requested information from issuers regarding pre-identified NQTLs that are most often applied to MH/SUD benefits. The questionnaire asked issuers to identify what M/S and MH/SUD benefits the NQTL

is applied to and to describe the processes, strategies, evidentiary standards, and other factors used in the application of the NQTL to the M/S and/or MH/SUD benefit to determine whether they are comparable to and applied no more stringently to MH/SUD benefits.

An automated tool was developed to review financial requirements as well as a prescription drug worksheet was developed to collect data regarding the coverage of prescription drugs for 11 specified MH/SUD conditions to determine whether issuers were placing MH/SUD drugs in higher cost sharing tiers and whether NQTLs applied were comparable and applied no more stringently than applied to medical and surgical services. Training webinars were conducted for reviewers on how to analyze the data to determine whether additional information is needed or whether compliance or non-compliance can be determined from the responses.

Additionally, ER management and staff attend the NAIC National Meetings, as well as the Annual Conferences held by the Society of Financial Examiners and Insurance Regulatory Examiners Society. We feel our attendance at the NAIC Meetings and other business related venues, as well as our relationships with numerous state insurance departments, allows us to stay informed on current issues for consideration throughout the examination process. Our practice of obtaining a full understanding of the insurance company's business, corporate practices, and management style serves to assess the inherent risks associated with the insurance company's operations. Many of our examiners have experience in conducting both financial and market conduct examinations, which provides understanding of associated business risks such as marketing, underwriting, rating, and claim practices.

As an insurance regulatory consulting firm, ER has a 15-year track record of working closely with State Insurance Departments and has many long standing working relationships with a great number of Commissioners, Deputies, Directors and Chief Examiners within this regulatory community. Additionally, our staff has served in the position of training department staff, as well as acting in an Examiner-in-Charge (EIC) role managing staff provided by other entities and/or departmental staff.

SECTION II – ER TEAM QUALIFICATIONS

As stated above, ER has significant experience. The following individuals have been chosen based on their experience with health issuers and the ACA.

LaChelle Simmons, Director, JD, MCM – Lachelle has over 12 years of insurance regulatory and compliance consulting experience, specializing in healthcare insurance compliance. She has worked closely with health insurers, HMOs, TPAs and other regulated entities on various corporate transactions, company acquisitions, health insurance product and rate development and review, rate and form filings, company licensing, regulatory filings, and expert witness work. She has extensive knowledge of the ACA and has assisted insurers, State Insurance Departments and the Federal government with the implementation of and compliance reviews concerning various ACA requirements.

More recently, LaChelle continues to provide oversight and management regarding the Insurance Market Reform Enforcement contract ER has with CCIIO and previously assisted in creating specific tools for CCIIO, such as the Essential Health Benefit (“EHB”) checklist tool that was provided to the States to assist with their review.

LaChelle is experienced in using research tools like Westlaw, NILS and LexisNexis and received her JD from Georgetown University Law Center.

Victor Negron, CIE, MCM, FLMI, IR – Victor has over 20 years of extensive experience in both comprehensive and targeted examinations of Property and Casualty, Life and Health, Workers' Compensation, and Title market conduct examinations. He has served as the Supervisor of Market Conduct Examinations with ER for over 10 years and has extensive knowledge of all phases of the NAIC *Market Regulation Handbook*. Prior to that time, Victor worked in the insurance industry as a compliance consultant and insurance agent for over 20 years. Victor has extensive IT skills with a number of software programs and has developed certain programs used by the Florida Office of Insurance Regulation.

Joan McClain, CIE, MCM, FLMI, AIRC – Joan has over eight years of experience as a market conduct examiner-in-charge and examiner, conducting both comprehensive and targeted health, life and property/casualty insurance examinations. This experience has involved using the NAIC *Market Regulation Handbook* standards for verifying underwriting and claims practices to determine compliance with state statutes and regulations, and inspected company security and computer systems for safeguards to protect consumer information. More recently, she has been an examiner-in-charge over policy form reviews, for both QHPs and Non-QHPs, regarding the implementation of ACA for the direct enforcement states under CCIIO's purview.

Rosann Grandy, MCM - Rosann has 30 years of experience working with the Montana Department of Securities and Insurance. Rosann has experience with regulation of all lines of insurance including all Property, Casualty, Life, Annuity, Disability and Health personal lines, commercial lines, surplus lines, title and surety, market conduct examinations of Montana domestics, consumer inquiries, complaints and education. She was the Bureau Chief for the Montana Forms Division and the Montana Producer Licensing and Continuing Education Divisions.

Patricia Gabriel, JD, MCM, AIE - Patricia has been working in the insurance regulatory industry for over four years. Patricia has worked on Affordable Care Act policy form review, market conduct exams related to the suitability of annuity products, the sale and administration of life and annuity products, and insurance products related to real property. Patricia has contributed to several exams and shows particular strength in legal compliance and statutory interpretation, as well as expertise in the healthcare arena.

Colleen Burns, JD, MCM - Colleen has extensive experience in managing teams and providing technical direction as Assistant Director for ER specifically in the field of health and ACA Compliance. She has in-depth ACA experience as an attorney specializing in health care policy.

She served as the Special Counsel for Health Policy to the Illinois Department of Insurance and the Illinois Governor's Office where she was responsible for the state's efforts to implement the Affordable Care Act including establishing Illinois' Health Insurance Marketplace. She was responsible for supporting the Marketplace's legislative and policy agenda related to health insurance, ensuring compliance with applicable State and Federal laws, and managing all of the Marketplace's federal grants under the ACA.

While at the Illinois Department of Insurance, she was responsible for serving as the liaison to the federal government and all state agencies participating in the Marketplace project, including the Department of Healthcare and Family Services, the Department of Human Services, the Department of Public Health and the Office of Health Information Technology. She has worked extensively with both state regulators and

insurance carriers on Qualified Health Plan compliance issues as the Marketplace team member responsible for Plan Management activities.

Prior to joining ER, she most recently served as the Policy Director for the Illinois Governor's Office of Health Innovation and Transformation where she supported the development and design of the state's health policy agenda.

Colleen's unique background and experience provides the requisite research capabilities to facilitate the development and refinement of the templates.

Yvonne Clearwater, MCM - Within the Consumer Market Division, prior to assuming the Health Policy Specialist position in August, 2015, she was the Acting Deputy Director of the Health Products Section of the Consumer Market Division. Yvonne joined the Illinois Department of Insurance in 1988 with responsibilities for legislative issues, oversight of the Senior Health Insurance Program, consumer complaints and work on life and health products.

Previous responsibilities as Deputy Director of the Health Products Division, Yvonne was responsible for the regulation of health insurance products, managed care entities including health maintenance organizations, limited health service organizations, service organizations, PPOs and discount plans. She was responsible for the registration of Illinois utilization review organizations, independent review organizations, preferred provider program administrators, the handling of consumer/provider complaints related to health and managed care entities, health compliance of rates and form filings, and regulation of health policy for Illinois consumers. Yvonne has played a key role in the creation of the State Partnership Exchange for Illinois and monitoring Rating Grants for Illinois.

As a Health Policy Specialist, Yvonne was responsible for review and implementation of both state and federal legislative initiatives. This would include any changes or revisions to the ACA. She was responsible for training and guidance to the insurance analysts in the Health Products unit as well as providing support to both the Assistant Deputy Director and the Deputy Director.

Yvonne has staffed Governors' Task Force Committees, including the Head and Spinal Cord Advisory Council, Interagency Council on Women's Health and The Diabetes Coalition; and represented the Department in the National Association of Insurance Commissioner's meetings and subgroups.

Gerry Smith, CPM, AIS, AIRC, AIE, MCM - Gerry K. Smith has over 19 years of experience working in insurance regulatory compliance. Gerry has conducted and supervised life and health market conduct investigations, form contract reviews, market conduct examinations and various projects related to insurance fraud. She was an insurance agent for over 15 years and taught a P&C pre-licensing course prior to becoming a regulator.

Steven Sigler, CFE, AES, AMCM, CISA - Steven has 19 years of experience in the insurance industry involving IT management, executive management, regulatory reporting and statutory financial examinations. He has been performing IT reviews for financial examinations for the past 12 years. In addition, he is also a financial examiner and can assist on the examination in that capacity as well, if needed. His prior career experience includes over 20 years in Information Technology consulting involving strategic planning and governance, systems analysis & design, software development, system implementations, computer

operations, business continuity and disaster recovery planning, management and auditing for a number of industries.

Michael Morrissey, AES, CISA, CISSP, AMCM - Michael Morrissey has over 18 years of experience working in the insurance and regulatory compliance fields specializing in information technology. Michael has worked on financial and market conduct examinations for healthcare, property and casualty, life and reinsurance companies. He has also conducted operational reviews of workers compensation and medical malpractice funds, and worked on special projects related to the Affordable Care Act. In addition, he is well versed in the management of data for receiverships as defined by the NCIGF.

Jan Toth, RPh - Jan Toth is a registered pharmacist with more than 30 years of pharmacy practice experience. Her experience spans multiple areas of pharmacy practice: retail, health-care systems, infusion, specialty, and regulatory. She has extensive experience conducting performance audits for the Centers for Medicare & Medicaid Services (CMS) Medicare Part D Plan Sponsor Audits.

Please see resumes as Appendix A at the end of this response for more detailed information about our team's experience and expertise.

The ER Core Team will be comprised of the following individuals:

Name	Project Position/Title	Relationship	Credentials	Percentage of Time Assigned	Availability
Key Personnel					
LaChelle Simmons	Examination Manager	Employee	JD, MCM	50%	Sept-May
Victor Negrón	Examination Supervisor	Subcontractor	CIE, FLMI, MCM, IR	70%	Sept-May
Joan McLain	Examiner-in-Charge	Subcontractor	AIE, FLMI, AIRC	100%	Sept-May
Gerry Smith	Examiner-in-Charge	Subcontractor	AIE, CPM, AIS, MCM, AIRC	100%	Sept-May
Rosann Grandy	Senior Examiner	Subcontractor	MCM	100%	Sept-May
Patricia Gabriel	Senior Examiner	Employee	JD, AIE, MCM	100%	Sept-May
Colleen Burns	Examiner	Employee	JD, MCM	100%	Sept-May
Yvonne Clearwater	Examiner	Employee	MCM	100%	Sept-May
Steven Sigler	IT Specialist	Employee	CFE, AES, AMCM, CISA	75%	Sept-May

Name	Project Position/Title	Relationship	Credentials	Percentage of Time Assigned	Availability
Michael Morrissey	IT Specialist	Subcontractor	AES, CISA, CISSP, AMCM	75%	Sept-May
Jan Toth	Pharmacist	Subcontractor	RPh	75%	Sept-May

SECTION III - EXAMINATION FEES & OUT OF POCKET EXPENSES

Our fee structure is simple and provides a tremendous value when you consider the depth of experience we provide. Each budget proposed is a "not-to-exceed" amount for each service subtotal.

Proposed Budget - One (1) EXAM				
Staff	Project Role	Proposed Hours	Hourly Rate	Proposed Budget
LaChelle Simmons	Examination Manager	40	\$120	\$4,800
Victor Negron	Examination Supervisor	85	\$120	\$10,200
Joan McClain	Examiner-in-Charge	150	\$115	\$17,250
Rosann Grandy	Senior Examiner	150	\$115	\$17,250
Gerry Smith	Examiner	100	\$115	\$11,500
Steven Sigler	IT Specialist	40	\$115	\$4,600
Jan Toth	Pharmacist	15	\$120	\$1,800
		Total Hours: 580	Sub-Total:	\$67,400
Other Costs Description:				
Other Costs Amount:				
Total "Not To Exceed" Amount for I EXAM:				\$67,400

Proposed Budget - Two (2) EXAMS				
Staff	Project Role	Proposed Hours	Hourly Rate	Proposed Budget
LaChelle Simmons	Examination Manager	80	\$120	\$9,600
Victor Negron	Examination Supervisor	170	\$120	\$20,400
Joan McClain	Examiner-in-Charge	300	\$115	\$34,500
Rosann Grandy	Senior Examiner	300	\$115	\$34,500
Gerry Smith	Examiner	200	\$115	\$23,000
Steven Sigler	IT Specialist	80	\$115	\$9,200
Jan Toth	Pharmacist	25	\$120	\$3,000
		Total Hours: 1155	Sub-Total:	\$134,200
Other Costs Description:				
Total "Not To Exceed" Amount for 2 EXAMS:				\$134,200

If there are more than two exams, we are proposing two exam teams.

Proposed Budget - Three (3) EXAMS				
Staff	Project Role	Proposed Hours	Hourly Rate	Proposed Budget
LaChelle Simmons	Examination Manager	120	\$120	\$14,400
Victor Negron	Examination Supervisor	250	\$120	\$30,000
Joan McClain	Examiner-in-Charge	400	\$115	\$46,000
Gerry Smith	Examiner-in-Charge	400	\$115	\$46,000
Rosann Grandy	Senior Examiner	400	\$115	\$46,000
Yvonne Clearwater	Examiner	100	\$115	\$11,500
Colleen Burns	Examiner	100	\$115	\$11,500
Patricia Gabriel	Examiner	100	\$115	\$11,500
Steven Sigler	IT Specialist	120	\$115	\$13,800
Jan Toth	Pharmacist	30	\$120	\$3,600
		Total Hours: 2020	Sub-Total:	\$234,300
Other Costs Description:				
Total "Not To Exceed" Amount for 3 EXAMS:				\$234,300

Proposed Budget - Four (4) EXAMS				
Staff	Project Role	Proposed Hours	Hourly Rate	Proposed Budget
LaChelle Simmons	Examination Manager	160	\$120	\$19,200
Victor Negron	Examination Supervisor	340	\$120	\$40,800
Joan McClain	Examiner-in-Charge	500	\$115	\$57,500
Gerry Smith	Examiner-in-Charge	500	\$115	\$57,500
Rosann Grandy	Senior Examiner	500	\$115	\$57,500
Yvonne Clearwater	Examiner	200	\$115	\$23,000
Colleen Burns	Examiner	200	\$115	\$23,000
Patricia Gabriel	Examiner	200	\$115	\$23,000
Steven Sigler	IT Specialist	160	\$115	\$18,400
Jan Toth	Pharmacist	40	\$120	\$4,800
		Total Hours: 2800	Sub-Total:	\$324,700
Other Costs Description:				
Other Costs Amount:				
Total "Not To Exceed" Amount for 4 EXAMS:				\$324,700

SECTION IV – WORK PLAN

Our work plan presented below includes a breakdown of examination procedures, based on the scope of the examinations and standards from the NAIC *Market Regulation Handbook* (Handbook). Our work plan divides the tasks for the examinations into three phases; Planning, Examination and Post Examination.

The Planning phase includes an analysis of the scope of the examination. Team members will be selected based on the expertise needed for the examination and expected examination timeframes and budget are discussed with the assigned Supervisor, Examiner-in-Charge (EIC) and examiners. ER will create a TeamMate project where it will maintain all work papers to document examination findings and will provide the Division access to the project via the NAIC's Citrix environment. The planning phase also includes research and analysis of applicable statutes and regulations. A list of all necessary documentation and data files is compiled and requested from the examinee, based on each examination procedure. The location of the onsite examination is determined, if applicable. In addition, during this phase there is constant communication with the examinee, coordinating the initial request for documentation and/or necessary data files and to determine the start date of the examination. The examiners will conduct the examination following the established work plan and procedures, including documenting potential findings.

The Examination Phase begins with a kickoff meeting with the examinee to discuss the examination process and expectations. During this phase the EIC keeps the Supervisor informed of the progress of the

examination and provides timely progress reports (bi-weekly), including adverse findings. The work plan will include a description of audit tools used by the examiners, such as the analytical software program, Audit Command Language Analytics (ACL) to analyze data, detect reporting errors and inconsistencies, and select samples for testing. At the conclusion of the examination, an exit conference with the examinee is conducted to discuss any significant findings and/or violations and explain the next steps in the examination process, as directed by the Division.

The post examination phase includes, but is not limited to, finalizing the draft report, completion of the supervisory review, and holding an Examination Wrap-up conference to discuss the draft report and answer any questions that the Division may have to clarify findings. The work papers generated during the course of the examination will be maintained as confidential and will be made available for periodic review by the Division. All work papers will be prepared using TeamMate for work paper preparation on the NAIC's Citrix server or ER's secure servers. Detailed records will be compiled and maintained for time spent on various examination activities and biweekly status reports will be prepared and submitted to the Division. Continuous communication will be maintained and noted material exceptions will be immediately disclosed. Progress billings for actual time and out-of-pocket expenses incurred will be submitted on a monthly basis. ER will adhere to all travel reimbursement guidelines and all proper documentation will be maintained to support all travel costs submitted for reimbursement.

As a part of our NH and CCIO exams, detailed interrogatories were developed which requested information regarding NQTLs such as the following:

- Definition of medical necessity
- Definition of experimental and investigative
- Formulary design
- Retrospective and concurrent review processes
- Penalties for failure to complete a course of treatment/step therapy
- Provider contracting and credentialing
- Development of usual, customary and reasonable rates
- Restrictions based on geographic location, facility type, provider specialty, and other criteria that limit the scope or duration of benefits for services

A complete parity review was performed to ensure that the factors used in applying any limitation to MH/SUD benefits in a classification are comparable to and applied no more stringently than those used in applying the limitation to medical/surgical benefits in the same classification. We are proposing to use a similar methodology for these examinations.

Below is a detailed work plan for the services requested:

Phase 1: Planning

The Planning Phase will take place in September and October 2017.

➤ Perform an analysis of the scope of the examination to determine which subject areas are to be included in the examination.
➤ Determine the exam start date.
➤ Develop examination template and include applicable examination procedures. Incorporate new examinations

procedures where applicable.
➤ Review applicable statutes, regulations and other information.
➤ Obtain Conflict of Interest forms signed by each exam participant and ensure all participants are free of any conflicts.
➤ Prepare and submit Initial Request to the examinee.
➤ Review prior examination reports and work papers, if applicable.
➤ Review of worksheets and checklists developed by the Department.
➤ Obtain examinee exam coordinator and key staff contact information.
➤ Make appropriate assignments to team members.
➤ Prior to the commencement of an examination, a meeting with the examinee examination coordinator and other key company personnel will be held to outline the expectations for the examination. This includes: <ol style="list-style-type: none"> 1. A discussion of procedures for handling questions presented by the examiners and the subsequent company responses. 2. Discuss any questions the examinee may have regarding the initial request. 3. An introduction of the examiners participating in the examination with identification of the specific areas each will be reviewing. 4. An estimate of time for the on-site examination. 5. An outline of the timeframe for steps following the on-site examination (draft report, company review, and final report). 6. Prepare minutes to document discussions.
➤ Once the data files have been determined to be complete and accurate, make sample selections following the <i>Market Regulation Handbook</i> or alternative method as approved by the Division.

Phase 2: Examination

The Examination Phase will take place from October 2017 to April 2018.

A. Exam Administration

➤ Prepare and maintain a Document Request Log to document all requests made of the examinee. Provide a copy to the examinee on a regular basis.
➤ Prepare and maintain a Request for Information Log to document all adverse findings. Provide a copy to the examinee on a regular basis.
➤ Conduct weekly status meetings as needed with the Division and ER supervisors, and prepare weekly status reports.
➤ Document all communications with the Division related to the examination.
➤ The EIC will assign areas of review to examiners and conduct a review of all Examiner's work papers and procedures to ensure quality and correctness. Provide coaching notes when needed. If changes are made by the EIC, the EIC will communicate the changes to the Examiner and Supervisor to avoid future mistakes and to help educate the examiner.
➤ Any issues related to possible policy form deficiencies are to be brought to the attention of the Division prior to issuing of any related criticisms.
➤ All criticisms will be submitted to the ER Supervisor for review prior to submitting to the examinee for response. The Division will be provided copies of all criticisms at the time of submission to the examinee.
➤ The Supervisor will conduct a review of all work papers and procedures to ensure quality and accuracy. Additionally, the Supervisor will provide coaching notes when needed.

B. Mental Health Parity – Non-Quantitative Treatment Limitations

➤ Draft interrogatories and worksheets to map NQTL that apply to medical/surgical and MH/SUD services within each of the six classifications.
➤ Request for information will be limited to the top 3-5 plans in each market type based upon enrollment. Request will

be narrowly drawn to exclude plans not subject to MHPAEA requirements.
➤ Compare examinee's policy forms for each plan to determine consistency between the treatment limitations provided in the forms and any treatment limitation applied as indicated in the claims.
➤ Draft a questionnaire requesting information from issuers regarding NQTLs that are most often applied to MH/SUD benefits. The questionnaire will ask issuers to identify what M/S and MH/SUD benefits the NQTL is applied to and to describe the processes, strategies, evidentiary standards, and other factors used in the application of the NQTL to the M/S and/or MH/SUD benefit.
➤ Draft interrogatories and worksheets requesting information from examinee regarding: <ul style="list-style-type: none"> • Definition of medical necessity • Definition of experimental and investigative • Formulary design • Retrospective and concurrent review processes • Penalties for failure to complete a course of treatment/step therapy • Provider contracting and credentialing • Development of usual, customary and reasonable rates • Restrictions based on geographic location, facility type, provider specialty, and other criteria that limit the scope or duration of benefits for services.
➤ Ensure that the factors used in applying NQTL to MH/SUD benefits in the classification are comparable to, and applied no more stringently than, those used in applying the NQTL to medical/surgical benefits in the classification.

Phase 3: Post Examination Procedures

The Post-Examination Phase will take place in April and May 2018.

➤ An exit conference will be held at the completion of the on-site examination. The examinee's management personnel will be included in this conference. The examination team will summarize its findings and discuss all issues pertinent to the report.
➤ Examinee personnel will be advised of the resolution process utilized by the Division.
➤ The process will include the following: <ol style="list-style-type: none"> 1. Process used to draft the report; 2. Timetable necessary for submitting the report to the company; and 3. Timetable designated for the company's review of the report.
➤ Prepare minutes to document discussions.
➤ Prepare all exhibits to be used in the report.
➤ Be sure all files are named, saved, and hyperlinked correctly. Proofread all procedure comments and observations.
➤ Review any other applicable documents and data as determined necessary for a particular examination or at the Division's request.
➤ Prepare a management memorandum with corrective action recommendations for any issues identified but determined to be non-substantive.
➤ Prepare draft report that follows the Division's report format and includes a summary of all examination findings. Submit draft report to the Division for review and comments.
➤ Hold an exam wrap-up conference with the Division to discuss the draft report and answer questions.
➤ Make all necessary changes to the draft reports as requested by the Division.

SECTION V - CONFLICT OF INTEREST

ER is not aware of any conflict of interest in the State of New Hampshire. As a firm, ER's standard business practice has been to work for insurance regulators and not directly for insurance companies, reducing the possibility of conflicts of interest with the respective insurers.

Prior to initializing any exam work ER will have each and every staff member assigned to the examination complete a conflict of interest statement for the entity(ies) under review. These documents are provided to the Department and will be stored with the examination work papers.

Should a question present itself during the course of an examination, we will notify the Department verbally and in writing immediately in order to make a determination regarding any possible conflict of interest. ER will take appropriate action by removing the examiner from the assignment, should the Department determine a conflict of interest exists.

SECTION VI – REFERENCES

The following is a listing of the contact information for the states we have provided services relevant to this RFP. We welcome you to contact any of the state or federal agencies to obtain feedback on our performance.

Centers for Medicare & Medicaid Services (CMS) / Center for Consumer Information and Insurance Oversight (CCIIO)

Kalina Kwok
301-492-4113
Kalina.Kwok@cms.hhs.gov

Mary Nugent
410-786-8816
Mary.Nugent@cms.hhs.gov

Period of Performance: September 2012 – present

Arizona Department of Insurance

Erin H. Klug
602-364-3762
eklug@azinsurance.gov

Period of Performance: May 2015 – present

Colorado Department of Regulatory Agencies, Division of Insurance

Tom Abel
303-894-7547
Tom.Abel@state.co.us

Period of Performance: June 2017 – present

Illinois Department of Insurance

Mike Rohan
312-814-8206
michael.rohan@illinois.gov

Period of Performance: May 2015 – present

Minnesota Department of Commerce

Maybeth Moses
651-539-1744
maybeth.moses@state.mn.us

Period of Performance: May 2014 – present

Nevada Division of Insurance

Jeremey Gladstone
775-687-0729
jgladstone@doi.nv.gov

Period of Performance: April 2014 – present

Ohio Department of Insurance

Marjorie Ellis
614-644-3451
marjorie.ellis@insurance.ohio.gov

Period of Performance: April 2013 – December 2015

Vermont Department of Financial Regulation

Christina R. Rouleau, Deputy Commissioner
(802) 828-2917
christina.rouleau@vermont.gov

Period of Engagements: 2014 – present

West Virginia Office of the Insurance Commissioner

Mark Hooker
304-558-6279
Mark.Hooker@wvinsurance.gov

Period of Performance: July 2015 – June 2016

APPENDIX A - TEAM RESUMES

COLLEEN BURNS, JD, MCM

PROFESSIONAL EXPERIENCE

Colleen Burns has over 6 years of experience working in healthcare. Colleen spent 4 years working for the State of Illinois leading implementation of the Affordable Care Act. Colleen has expertise in interpreting PPACA, EHB, and MHPAEA.

- 2015-present **EXAMINATION RESOURCES, LLC, Chicago, IL**
Assistant Director
- **Project Supervisor:** Provide guidance and supervision on various projects, including state and federal examinations.
 - **Special Projects:** Provide guidance and oversight on special projects for states and federal regulators.
- 2013 – 2015 **OFFICE OF GOVERNOR PAT QUINN**
OFFICE OF HEALTH INNOVATION AND TRANSFORMATION
Policy Director
- **Policy Analysis:** Provided analysis and advice on the development and design of the state's health policy agenda. This included assisting the state in developing and drafting a Health Care Innovation Plan to transform the health care delivery system in Illinois.
 - **Strategic Planning and Operations:** Responsible for operations within the newly created office including strategic planning, budgeting, and personnel.
 - **Stakeholder Engagement:** Lead the formation of working groups comprised of more than 950 stakeholders to address implementation of the Alliance for Health Plan and the state's Medicaid 1115 Waiver.
- 2011-2013 **ILLINOIS DEPARTMENT OF INSURANCE, Chicago, IL**
Special Counsel for Health Policy
- **Regulatory Compliance and Oversight:** Oversaw the implementation of the Affordable Care Act for the Department, including the establishment of a Health Benefits Exchange. Responsible for advising the Department on all legal, legislative and policy agenda items related to the Affordable Care Act. Gained extensive knowledge of state statutes, regulations and NAIC model laws. Presented to many stakeholder groups as an expert on the Affordable Care Act. Served as a liaison to the federal government and all state agencies participating in the Exchange project.
 - **Grants Management:** Managed the Exchange, Rate Review, and Consumer Assistance Grants established under the Affordable Care Act. Received more than \$150 million in grants on behalf of the Department.

EDUCATION

- Bachelor of Arts, French language, Fordham University
- Juris Doctor, Loyola University Chicago School of Law

PROFESSIONAL AFFILIATIONS

- Insurance Regulatory Examiners Society

PROFESSIONAL CREDENTIALS

- Market Conduct Management
- Bar of the Supreme Court of Illinois
- Bar of the Northern District of Illinois

PRESENTATIONS AND TRAINING

- NASHP- Engineering an Exchange: A Look at State Blueprints and Decisions (2012)
- Public Interest Law Reporter Symposium, Loyola University Chicago School of Law (2013)

Yvonne Clearwater, MCM

PROFESSIONAL EXPERIENCE

Yvonne Clearwater has over 27 years of experience working in the insurance regulatory industry at the Illinois Department of Insurance. Yvonne has worked on various areas of insurance regulation, consumer complaints, health products compliance, state and federal legislative analysis and implementation, matters related to market conduct examinations, Senior health issues, and served as Department representative at State and National level insurance committees, legislative hearings and speaking engagements.

2017 – Present

EXAMINATION RESOURCES, LLC, Atlanta, GA
Senior Associate

- **Regulatory Compliance:** Provide regulatory services for health insurance regarding compliance with state and federal laws, rules, and regulations, with a focus on the requirements of the Patient Protection and Affordability Care Act (the "ACA") for Qualified Health Plans (QHP), Non-Qualified Health Plans (NQHP), and Minimum Essential Coverage (MEC) plans.
- **Policy Form Review:** Serves as a form review examiner, assisting in the implementation of the Affordable Care Act. Analyzes Qualified Health Plans (QHP), Non-Qualified Health Plans (NQHP), and Minimum Essential Coverage (MEC) plans to determine if policies are in compliance with the requirements of the Patient Protection and Affordability Care Act (the "ACA").
- Perform examinations, either as an EIC or supporting staff, and other regulatory consulting work, as appropriate, in accordance with the procedures developed by ER, NAIC, state and federal government.

2010 – 2016

Illinois Department of Insurance, Springfield IL
Acting Deputy Director/Acting Assistant Deputy Director

- **Health Product Compliance Supervision:** Provide guidance and analysis of life, accident and health issues, which impact the Consumer Complaint Section and the Life, Accident, and Health Compliance Section. Developed the process and guidelines for submission of the Qualified Health Plans to the Department of Insurance. Implemented both State and Federal requirements for Affordable Care Act.
- **Senior Health Issues:** Provide guidance and assistance to Medicare eligible consumers in all areas of Medicare including Part D Prescription Drugs, Medicare Advantage Plans and Medicare Supplement Insurance
- **Insurance Legislative Services:** Provide the review and interpretation of new and revised legislation introduced by the Illinois General Assembly and Federal Law regarding health insurance and the impact it will have on the Department. Act as a Department representative before committees and at pre-hearing conferences as a witness providing information regarding the Department positions, proposals, and actions.
- **Education and Training:** Develop and implement informational and educational programs and materials for insurance industry representatives and Department of Insurance staff.

2009 – 1989

Illinois Department of Insurance, Springfield IL
Health Policy Specialist/Insurance Analyst

- **Regulatory Compliance:** Provided guidance and assistance in the review and approval of health policy forms.
- **Health Compliance Reporting:** Assisted in the research and implementation of new legislative initiatives. Provided research and data to comprise reports of the Department's status of health insurance regulation.
- **Insurance Legislative Services:** Provide the review and interpretation of new and revised legislation introduced by the Illinois General Assembly and Federal Law regarding health insurance and the impact it will have on the Department. Act as a Department representative before committees and at pre-hearing conferences as a witness providing information regarding the Department positions, proposals, and actions.

EDUCATION

- **Bachelor of Science, Home Economics (Consumer Affairs Concentration), Minor;**
Business Administration, Eastern Illinois University

PROFESSIONAL AFFILIATIONS

- Insurance Regulatory Examiners Society
- State of Illinois Head and Spinal Cord Injury Advisory Council (Representative)
- Assessment System, Inc. Test Development Committee
- Illinois Diabetes Coalition

PROFESSIONAL CREDENTIALS

- Health Insurance Association of America (HIA)
- Market Conduct Management (MCM)

PRESENTATIONS AND TRAINING

- Illinois Life Council-*Health Insurance Compliance 2013, 2014*
- IRES – Career Development Seminar – *Health and Life Chair 2006*
- SHIP National Conference-*Medicare Part D 2005*

PATRICIA GABRIEL, JD, MCM, AIE

PROFESSIONAL EXPERIENCE

Patricia Gabriel has been working in the insurance regulatory industry for over five years. Patricia has worked on Affordable Care Act policy form review, market conduct exams related to the suitability of annuity products, the sale and administration of life and annuity products, and insurance products related to real property. Patricia has contributed to several exams, however shows particular strength in legal compliance and statutory interpretation, as well as expertise in the healthcare arena.

2011 – Present

EXAMINATION RESOURCES, LLC, Atlanta, GA
Senior Associate and Assistant Examiner-in-Charge

- **Regulatory Compliance:** Provided regulatory services and policy form filing review services for various lines of insurance with specialization in health insurance regarding compliance with state and federal laws, rules, and regulations. Documented findings and assisted in writing reports.

RECENT EXAMINATION EXPERIENCE

- **Center for Consumer Information and Insurance Oversight** – Serves as an assistant Examiner in Charge and form review examiner, assisting in the implementation of the Affordable Care Act. Analyzes Qualified Health Plans (QHP), Non-Qualified Health Plans (NQHP), and Minimum Essential Coverage (MEC) plans to determine if policies are in compliance with the requirements of the Patient Protection and Affordability Care Act (the "ACA").
- **Illinois Department of Insurance** – served as a participating market conduct examiner on the Thrivent Financial Group. Reviewed insurance laws and regulations to determine if the company was in compliance with state and federal laws, through the use of audit procedures and programs.
- **Minnesota Department of Commerce** – served as a lead examiner on two unclaimed property examinations.

EDUCATION

- Juris Doctorate, William Mitchell College of Law, 2009
- Bachelor of Arts, English and Spanish Studies, University of Minnesota, 2005

PROFESSIONAL AFFILIATIONS

- Minnesota Bar Association
- Insurance Regulators Examiners Society

PROFESSIONAL CREDENTIALS

- Accredited Insurance Examiner
- Market Conduct Management Certification
- Admitted to practice law in the State of Minnesota, October 2010

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ROSANN GRANDY, MCM

PROFESSIONAL EXPERIENCE

Rosann Grandy has 30 years of experience working with the Montana Department of Securities and Insurance. Rosann has experience with regulation of all lines of insurance including all Property, Casualty, Life, Annuity, Disability and Health personal lines, commercial lines, surplus lines, title and surety, market conduct examinations of Montana domestics, consumer inquiries, complaints and education. She was the Bureau Chief for the Montana Forms Division, Montana Producer Licensing and Continuing Education Divisions.

2015 – Present **EXAMINATION RESOURCES, LLC, Kansas City, MO**
Senior Examiner

1985 – 2015 **MONTANA DEPARTMENT OF SECURITIES AND INSURANCE** Helena, MT

- Bureau Chief Forms Division, Bureau Chief Producer Licensing Division, Bureau Chief Continuing Education Division, Montana Regulatory Compliance, SERFF Liaison, IIPRC: Voting member of the Product Standards Committee for the Interstate Insurance Product Regulation Commission (IIPRC). Legislative Liaison,

RECENT EXAMINATION EXPERIENCE (for Supervisors, EICs and Examiners)

- **Center for Consumer Information and Insurance Oversight (CCIO)** – Senior Examiner on three ACA examinations.

EDUCATION

- Market Conduct Management
- LOMA FLMI
- Helena Toastmasters
- Health Insurance Management and Sales

PROFESSIONAL CREDENTIALS

- Market Conduct Management (MCM)

PRESENTATIONS AND TRAINING

- NAIC round table panelist
- Presenter at Western Surplus Lines Insurance conferences
- Speaker for Drivers Education classes in Montana
- Speaker working in conjunction with high school Consumer Education classes
- Speaker at numerous Montana community meetings following catastrophic events.
- Training of staff members on all insurance products, computer and SERFF usage

JOAN MCCLAIN, CIE, FLMI, AIRC, MCM

PROFESSIONAL EXPERIENCE

Joan McClain has over 12 years of experience working in the insurance regulatory consulting industries. Joan's experience as a market conduct examiner includes performing full scope health and life insurance examinations as well as participating in target examinations. This experience involved utilizing NAIC market conduct standards for verifying underwriting and claims practices to determine compliance with state statutes and regulations, and inspected company security and computer systems for safeguards to protect consumer information. In addition, Joan has performed state exams on Workers' Compensation insurance. Joan has experience using TeamMate, Microsoft Office Access, and Power Point.

- 2009 – Present **EXAMINATION RESOURCES, LLC**, Tallahassee, Florida
- **Examiner-in-Charge:** Coordinate and perform a first level of review on all work performed by examiner on Market Conduct examinations
 - **Education and Training:** Provide internal training to examination staff
- 2005 – 2009 **Goodwill Industries**, Tallahassee, Florida
- **Assistant Controller:** Processed accounts receivable and general ledger entries, compiled sales figures for sales tax; filed sales tax payments, prepared payroll, compiled labor hour reports, and reconciled bank statements, loan payments, and insurance bills.
- 2004 – 2005 **SER, Inc., Boise, Idaho**
- **Independent Market Conduct Examiner:** Conducted Market Conduct examinations in accordance with National Association of Insurance Commissioners' Standards.

RECENT EXAMINATION EXPERIENCE

- **Centers for Consumer Information and Insurance Oversight (CCIIO)** – Served as Examiner-in-Charge on three health insurance examinations, and 20 policy form review projects
- **Florida Office of Insurance Regulation** - Served as Examiner-in-Charge on eight freedom to travel examinations, and seven life and health insurance examinations. Served as Examiner on six life and health insurance examinations, one homeowner's insurance examination, and one worker's compensation insurance examination
- **Illinois Department of Insurance** - Served as Examiner-in-Charge on 22 health insurance examinations
- **Minnesota Department of Commerce** - Served as Examiner-in-Charge on 10 policy form review projects
- **Massachusetts Division of Insurance** - Served as Examiner-in-Charge on two health insurance examinations
- **Oklahoma Insurance Department** - Served as Examiner on two life and health insurance examinations

EDUCATION

- Colorado Technical University - Bachelor of Science in Accounting

PROFESSIONAL AFFILIATIONS

- Insurance Regulatory Examiners Society (IRES)

PROFESSIONAL CREDENTIALS

- Certified Insurance Examiner (CIE)
- Market Conduct Management (MCM)
- Fellow Life Management Institute (FLMI)
- Associate Insurance Regulation Compliance (AIRC)

MICHAEL MORRISSEY, AES, CISA, CISSP, AMCM

PROFESSIONAL EXPERIENCE

Michael Morrissey has over 18 years of experience working in the insurance and regulatory compliance fields specializing in information technology. Michael has worked on financial and market conduct examinations for healthcare, property and casualty, life and reinsurance companies. He has also conducted operational reviews of workers compensation and medical malpractice funds, and worked on special projects related to the Affordable Care Act. In addition, he is well versed in the management of data for receiverships as defined by the NCIGF.

2011 – Present

EXAMINATION RESOURCES, LLC, Atlanta, GA
IT Specialist

- **Information Technology:** Manage and perform risk focused examinations of insurers in accordance with NAIC's Financial Examiners Handbook and accreditation standards, specifically Exhibit C. Assess IT governance, identify key business processes, test IT general controls and application controls. Report on the residual risks, key control strengths and weaknesses, and make practical recommendations based on best practices for risk mitigation. Produce IT walkthrough documentation including process flow diagrams and control narratives and conduct interviews of management and key IT personnel. Report control deficiencies to the financial examination team regarding impact on financial examination approach.
- **Other Specialized Services:** Manage and perform duties of significant importance for healthcare data analytics using ACL and other tools. Manage and participate on special projects. Prepare special studies and reports and provide analysis and testing of computer systems and integrity of data produced for a company or organization. Make recommendations in areas of expertise. Serve as a project manager, technical advisor and liaison with governmental agencies. Answer complex technical questions as a subject matter expert in the areas of data processing and information security. Also experienced in collection and conversion of receivership data for NCIGF transactions.
- **Training:** Develop and present specialized IT examination training to state examiners at SOFE and IRES conferences. Also develop and present IT training for individual state insurance departments. Supervision, training and development of IT staff, as applicable. Deliver end-user training in TeamMate and ACL applications.

2005 – 2011

RSM MCGLADREY, Baltimore, MD
Manager, IT Regulatory Insurance Consulting Practice

- **Regulatory Compliance:** Performed risk focused examinations of insurers in accordance with NAIC's Financial Examiners Handbook and accreditation standards, specifically Exhibit C. Assessed IT governance, identified key business processes, tested IT general controls and application controls. Reported on the residual risks, key control strengths and weaknesses, and made practical recommendations based on best practices for risk mitigation.
- **Operational Reviews:** Assisted the review and analysis of business operations for state owned insurance funds. Interviewed management and evaluated claims, billing and vendor management processes. Identified inefficiencies in IT processes

and deviations from best practices. Delivered formal findings and recommendations to regulators.

- **Data analysis:** Supervised and assisted in complex analysis of healthcare claims payment data using ACL and other tools. Produced reports for financial and actuarial review.
- **Training:** Provided specialized IT examination training to state examiners. Also developed and presented training at SOFE conferences.

2005 **INS SERVICES**, Philadelphia, PA
Examination Consultant

2004-2005 **RENNER BROWN**, Philadelphia, PA
Sarbanes Oxley Project Consultant

1999 – 2004 **INTRACORP, a CIGNA INSURANCE COMPANY**, Philadelphia, PA
Director, Information Technology

AREAS OF COMPETENCE OR EXPERTISE

IS Control Environments

- Supervise engagements as part of information systems control reviews in accordance with the guidelines and procedures set forth in the NAIC Financial Examiners Handbook, including the risk-focused surveillance approach.
- Develop client-specific audit plans based upon mission critical systems and the availability of third party audit work, including Sarbanes-Oxley, SAS70's, Internal Audi and Independent Public Accounting Firms.
- Assess risks, conduct control testing, identify control weaknesses and issue recommendations with emphasis in the following areas:
 - Corporate Governance
 - Network engineering and data communications
- Data mining and analysis, using ACL, Excel and other tools for financial testing and forensic research.
- Insurance receivership data management and conversion for NCIGF processing

Business Processes

- Engage company personnel from the administrative level through to executive management to conduct walkthroughs of business unit processes including underwriting, claims and financials.

Systems Experience

- **Hardware:** HP/Compaq and IBM Servers, HP/Compaq SAN, Dell, Gateway and IBM PCs. AS400, SAN/NAS architecture, CISCO routers and switches. LAN, WAN and Wireless networks.
- **Operating Systems:** VMWare, Windows NT/2000-2016, OS X, XP, Netware, Linux/Unix, DOS, VMS, RACF
- **Software Applications:** TeamMate, ACL, Python, MS Office, SQL, Access, others

EDUCATION

- Bachelor of Science, Agriculture, Colorado State University
- Master Regional Planning, University of Pennsylvania

PROFESSIONAL AFFILIATIONS

- Society of Financial Examiners (SOFE)
- Insurance Regulatory Examiners Society (IRES)
- International Information Systems Security Consortium (ISC²)
- ISACA, formerly Information Systems Audit & Control Association
- Information Systems Security Association
- International Association of Insurance Receivers (IAIR)

PROFESSIONAL CREDENTIALS

- Automated Examination Specialist
- Certified Information System Security Professional
- Certified Information Systems Auditor
- Advanced Market Conduct Manager

PRESENTATIONS

- Society of Financial Examiners ("SOFE") National 2013
- International Association of Insurance Receivers (IAIR) 2016
- Insurance Regulatory Examiners Society (IRES) 2013, 2014, 2015, 2016
- Society of Financial Examiners ("SOFE") 2011, 2012, 2013, 2014, 2015, 2016
- One-on-one training in Risk Focused Exhibit C for New Hampshire
- One-on-one training in Exhibit C process for Maryland

VICTOR M. NEGRON, CIE, FLMI, IR, MCM

PROFESSIONAL EXPERIENCE

Victor Negron has been conducting property, casualty, life and health market conduct examinations for 20 years. He has worked mainly in the capacity of Examiner-In-Charge. Since 2005 he worked as Supervisor of Market Conduct examinations for ER and has been a Contract Examiner since 2015. Subsequent to that time Victor worked in the insurance industry as a compliance consultant and insurance agent for over 20 years. Victor has extensive IT skills with a number of software programs and has developed certain programs used by the Florida Office of Insurance Regulation.

2004 – present

EXAMINATION RESOURCES, LLC, Ocala, FL

Supervisor through 2014 - Market Conduct Examinations
Contract Examiner since January 2015

- Life & Health and P & C market conduct services. Review insurance laws and regulations, and determine company's compliance through use of audit procedures and programs.
- Supervise and conduct market conduct examinations. Examine all lines of business for P & C and L & H companies for active, cancelled, and non-renewed policies, agent licensing, paid and denied claims. Review company operations, underwriting, and rate filings, producer licensing, and complaint handling. Produced complete and accurate company market conduct reports, documented by supporting work papers.
- Complete progress reports, monthly reports, and end of examination reports.
- Provide training to market conduct staff.
- Develop audit programs for use in examinations

2000 – 2004

Florida Office of Insurance Regulation

Contract P&C Market Conduct Examiner

- Contract P & C and L & H market conduct services. Review insurance laws and regulations, and determine company's compliance through use of audit procedures and programs.
- Conduct individual state market conduct examinations. Examine all lines of business for P & C and Life and Health companies for active, cancelled, and non-renewed policies, agent licensing, paid and denied claims. Review company operations, underwriting, and rate filings, producer licensing, and complaint handling. Produced complete and accurate company market conduct reports, documented by supporting work papers.
- Complete weekly progress and hot issue reports, monthly reports, and end of examination reports.

1998 – 2000

Royal & SunAlliance Insurance Group

Compliance Consultant

- Conduct internal market conduct reviews

1994 – 1998

Florida Department of Insurance

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Insurance Analyst II

1978 - 2004

Negron Insurance Agency

Owner – Independent Agent

RECENT EXAMINATION EXPERIENCE

Illinois Department of Insurance – Examination of the Liberty Insurance Group – 2015-2016

Illinois Department of Insurance – Examination of Farmers Insurance Group – 2016 – 2017

Illinois Department of Insurance – Examination of American Family Insurance Group – 2016

EDUCATION

- General Insurance Course, Sagrado Corazon University, 1978
- Social Studies/Political Science, University of Puerto Rico, 1978

PROFESSIONAL AFFILIATIONS

- Insurance Regulatory Examiners Society (IRES)
- Member of IRES Meetings and Elections Committee (2010 to present)

PROFESSIONAL CREDENTIALS

- Certified Insurance Examiner (CIE)
- Fellow Life Management Institute (FLMI) 2002
- Market Conduct Management (MCM)
- Insurance Regulation (IR)
- Held a Puerto Rico Insurance Agent License from 1978 to 1994.

STEVEN R. SIGLER, CFE, AES, AMCM, CISA

PROFESSIONAL EXPERIENCE

Steven Sigler has 19 years of employment experience in Insurance; 7 years involving IT support, IT management, executive management and regulatory reporting in the Insurance industry, followed by 11 years involving financial examinations, market conduct examinations and IT evaluations for Insurance regulation. His prior career experience includes over 20 years in Information Technology involving strategic planning, systems analysis & design, implementations, operations, business continuity planning, management and auditing for a number of industries. Mr. Sigler holds professional designations for Certified Financial Examiner (CFE), Automated Examination Specialist (AES) Certified Information Systems Auditor (CISA), and Advanced Market Conduct Manager (AMCM).

- 2012–Present **EXAMINATION RESOURCES, LLC** Atlanta, GA
Director IT Examination Services
- **Executive Management:** Manage personnel, supervise engagements, perform peer reviews and provide professional development for a team of 5 dedicated IT Specialists. Create marketing plans, respond to RFPs for new business, assist in developing corporate strategy and maintain business relationships with existing clients.
 - **Regulatory Compliance:** Perform risk-focused examinations of insurers in accordance with NAIC's Financial Examiners Handbook and accreditation standards. Assess corrective action plans and financial projections. Report on the key financial problems and make practical recommendations for future regulatory action. Assist with market conduct examinations as needed.
 - **IT Specialist Services:** Provide information technology specialist services, examination services, consulting services, and data and analysis services as needed for clients.
- 2010–2012 **HIGHLAND CLARK, LLC** Winston-Salem, NC
Financial Examiner & IT Specialist
- **Regulatory Compliance:** Performed risk-focused examinations of insurers in accordance with NAIC's Financial Examiners Handbook and accreditation standards. Exam work was primarily conducted with the Florida Office of Insurance Regulation.
 - **IT Specialist Services:** Provided I.T. specialist and examination services.
- 2010–2010 **REGULATORY EXAMINATION CONSULTANTS, LTD** Las Vegas, NV
Financial Examiner & IT Specialist
- **Regulatory Compliance:** Exam work was primarily conducted with the California Dept. of Insurance.
 - **IT Specialist Services:** Provided I.T. specialist and examination services.
- 2005–2010 **STATUTORY EXAMINATION RESOURCES, INC.** Boise, ID
Financial Examiner & IT Specialist
- **Regulatory Compliance:** Exam work was primarily conducted with the Oklahoma Insurance Dept.
 - **IT Specialist Services:** Provided I.T. specialist and examination services. Periodically involved with the Oklahoma Receiver's Office to provide asset/data preservation, data conversions and other IT support as needed during field work and initial liquidation stages.
- 2002–2005 **AG WORKERS MUTUAL AUTO INSURANCE COMPANY** Ft. Worth, TX
IT Manager & Assistant Vice President

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AREAS OF COMPETENCE AND EXPERTISE

I.T. Control Environments

- Manage and participate on engagements as part of information systems control reviews in accordance with the guidelines and procedures set forth in the NAIC Financial Examiners Handbook, including the risk-focused surveillance approach and cybersecurity reviews.
- Develop client-specific audit plans based upon mission critical systems and the availability of third party audit work, including SOX/MAR, SSAE-16's, Internal Audit and Independent Public Accounting Firms.
- Assess risks, conduct control testing, identify internal control weaknesses and issue recommendations.
- Evaluate cybersecurity risks and vulnerabilities that may pose additional prospective risks.

Computing Systems and Data Processing

- Extensive experience with all IBM Personal Computers and compatibles (8086 to current processors) systems using a variety of operating systems: MS-DOS 1.0 thru 6.22; Windows 1.0 thru 3.11; Windows for Workgroups; Windows '95, '98, ME, XP, Vista, 7, 8 & 10; Windows Server versions NT 3.51, NT 4.0, 2000, 2003, 2008 & 2012 platforms.
- Extensive experience with Local (LAN) and Wide (WAN) Area Network operating systems: Windows Server Family; Netware, Advanced Netware and Novell Directory Services (NDS).
- Extensive experience with Network groupware and management utilities such as: GroupWise, ManageWise, BorderManager, ArcServe, BackupExec, FaxServe, RightFax, ZetaFax, Microsoft Mail, Exchange.
- Extensive experience with commercial productivity applications such as: Microsoft Office Suite (Word, Excel, Access, PowerPoint, Publisher), Visio, Project, WordPerfect, Samna, Lotus 1-2-3, QuatroPro, PageMaker.
- Extensive experience with software application development with tools such as: Basic, Pascal, C, Assembler, Dataflex, dBase, Rbase, Powerbuilder, Paradox, MS-Access, Visual Basic, SQL databases.
- Extensive experience with data conversion, transmission, encryption and security.
- Extensive experience with data testing, querying and sampling using ACL and similar auditing software.
- Experience in operating and maintaining AS/400 environments, programming languages and databases.

EDUCATION

- Bachelor of Science in Computer Science, University of North Texas
- Continuing Education from the NAIC, SOFE, IRES, IAIR and ISACA to keep abreast of regulatory, financial, market conduct, receivership and technological changes

PROFESSIONAL AFFILIATIONS

- Society of Financial Examiners (SOFE); AES committee member
- Insurance Regulatory Examiners Society (IRES)
- International Association of Insurance Receivers (IAIR)
- Information Systems Audit and Control Association (ISACA)

PROFESSIONAL CREDENTIALS

- Certified Financial Examiner (CFE)
- Automation Examination Specialist (AES)
- Advanced Market Conduct Manager (AMCM)
- Certified Information Systems Auditor (CISA)

PRESENTATIONS / TRAINING CLASSES

- Society of Financial Examiners – Career Development Seminar
- Examination Resources – ER Summit

LaChelle R. Simmons, JD, MCM

PROFESSIONAL EXPERIENCE

LaChelle Simmons has over 12 years of experience working in the insurance regulatory and compliance consulting industries. LaChelle has worked on various corporate transactions, acquisitions of insurance companies, health insurance product and rate development and review, rate and form filings, TPA and insurance company licensing, regulatory filings, and expert witness work. LaChelle has expertise in interpreting PPACA, EHB requirements, and MHPAEA.

Mar. 2013 - Present **EXAMINATION RESOURCES, LLC**, Atlanta, GA
Director

- **Regulatory Compliance:** Provide regulatory services to various state insurance departments regarding market conduct examinations, specialized reviews, and operational reviews. Provide advice and guidance with regard to regulatory oversight efforts by state insurance departments and federal agencies, including PPACA and HIPAA. Oversight of three targeted market conduct examinations of health insurance issuers consisting of reviews of compliance with PPACA market reforms, MHPAEA, WHCRA and NMPHA.
- **Regulatory Filings:** Provide policy form filing review services for various lines of insurance with specialization in health insurance regarding compliance with state and federal laws, rules and regulations. Assist state insurance departments with Form A, Form B and C and Form D filings on behalf of insurance.

2004 – Mar. 2013 **RECTOR & ASSOCIATES, INC.**, Columbus, OH
Consultant

- **Regulatory Compliance:** Provided advice to all types of regulated entities on their compliance efforts with state and federal insurance requirements, including compliance with the PPACA and HIPAA. Drafted insurance policies, endorsements and riders for all health insurance market segments, including individual and commercial PPO and HMO products and Medicare and Medicaid products. Provided managed care services including obtaining regulatory approvals for managed care companies with respect to licensing, modification of operations and service area expansions. Assisted with responses to Departments of Insurance regarding product filings, enrollee complaints and coverage issues and market conduct exams.
- **Regulatory Filings:** Completed Form A, Form B and C and Form D filings on behalf of insurance companies. Reviewed Form A and D filings on behalf of various departments of insurance. Filed Annual and Quarterly Statements, Actuarial Opinions, Management Discussion and Analysis and other Supplemental Filings on behalf of insurance companies. Filed policy forms and rates (both hard copy and SERFF filings) for newly developed insurance products. Assisted with data filings and other annual filings made by health insurers.
- **Company Licensing:** Prepared and obtained approval of insurance company, agency and TPA license applications in over 45 states and jurisdictions. Work included review of regulatory requirements in each state to insure compliance and the implementation of required changes based upon statutory requirements. Preparation of application documents, including development of plans of

operations and review and filing policy forms and premium rates. Preparation of renewal applications and other annual filings related to company licenses.

- **Formation of Insurance Companies:** Provided transactional services including structuring and evaluating transactions from a regulatory and business standpoint. Performed due diligence, drafted articles of incorporation, code of regulations and plans of operation; acted as a liaison between the Department of Insurance and the insurer; developed, reviewed and filed policy forms and certificates. Assisted with development of provider credentialing procedures, provider contracts and capitation agreements.
- **Expert Witness:** Provided litigation support services including acting as a litigation consultant and assisting with the research and drafting of expert witness reports involving for a variety of issues, including replacement of life insurance, coordination of benefits and agent licensing issues.
- **Targeted Market Conduct Examinations:** Assisted insurance departments with targeted market conduct examinations of various insurance companies, including property/casualty, life and health insurers. Services included a targeted market conduct examination of a life insurer, which consisted of a detailed review of the insurer's surrender and policy loan activity, and a targeted market conduct examination of Kentucky Medicaid managed care organizations (MCO), which consisted of a detailed review of the MCOs' financial positions as well as a review of the MCOs' grievance and appeals procedures and practices to determine compliance with state and federal statutes and regulations.

1997 – 2004

LIMITED BRANDS, INC., Columbus, OH
Senior Real Estate Attorney

- **Lease Review and Negotiation:** Reviewed, negotiated and drafted lease agreements for multiple corporate brands, including Victoria's Secret and Bath & Body Works. Counseled business directors and senior management on legal strategy, deal management, risk assessment and lease negotiations for all corporate brands. Maintained communication with a large number of national developers, including the nation's top three developers concerning regional shopping centers, high profile street locations, in-line space in strip centers and power centers, subleases, lease amendments, lease terminations, lease assignments, subordination non-disturbance agreements and estoppels.
- **Litigation Management:** Management of litigation process, including placement of outside legal counsel to represent company in court proceedings, collaboration with outside counsel on strategy and settlement negotiations, and oversight of discovery process and production of privileged documents.
- **Brand Strategy:** Provided comprehensive legal counseling on real estate and legal matters directly relating to flagship Henri Bendel store in New York City, including negotiation of license agreements, vendor contracts, and bulk sale of merchandise. Assisted in evaluation of real estate and legal issues involved with dissolution and sale of several brands, including lease review to determine legal position, lease termination and buyout negotiation, and determination of how to position retained real estate.

1994 – 1997

MILWAUKEE COUNTY DISTRICT ATTORNEY OFFICE, Columbus, OH
Assistant District Attorney

- **Criminal Litigation:** Reviewed case and police reports, conducted witness interviews, acquired arrest and search warrants, recommended and issued charges, and conducted plea negotiations. Conducted jury and bench trials, drafted and presented evidentiary motions and conducted on-record appearances and sentencing recommendations. Handled internal processes including drafting and litigation of evidentiary motions and trial and appellate briefs.
- **Juvenile Sexual Assault Task Force:** Served as a member of a special 3-person task force appointed to spearhead all juvenile sexual assault and sexual abuse cases in Milwaukee County. Conducted jury trials, evidentiary motions and assisted with the defense of Wisconsin's newly passed Juvenile Justice code based upon its treatment of underage defendants who have committed serious felonies, including sexual assault. Conducted reviews and hearings regarding instances of child abuse, including criminal prosecutions of the abusers and foster home placement and continuing services for victims of abuse.

EDUCATION

- Bachelor of Science, Computer Science, Northwestern University
- Juris Doctorate, Georgetown University Law Center

PROFESSIONAL CREDENTIALS

- State Bar of Wisconsin
- Market Conduct Management (MCM)

GERRY K. SMITH, CPM, AIS, AIRC, AIE, MCM

PROFESSIONAL EXPERIENCE

Gerry K. Smith has over 20 years of experience working in insurance regulatory compliance. Gerry has conducted and supervised life and health market conduct investigations, form contract reviews, market conduct examinations and various projects related to insurance fraud. She was an insurance agent and taught a P&C pre-licensing course prior to becoming a regulator.

2013 – Present

EXAMINATION RESOURCES, LLC, Nashville, GA
Senior Insurance Examiner / Assistant EIC

- Conduct policy form reviews for compliance with state regulations and with the Affordable Care Act (ACA)
- Review examiners work and provide guidance
- Participate in market conduct examinations

2005 – 2013

FLORIDA OFFICE OF INSURANCE REGULATION, Tallahassee, FL

- **Supervisor, L&H Compliance & Analysis Section** (2012 - 2013): Supervised teams of various sizes in developing training curriculum and course materials, legislative bill analyses, rule development and communication materials.
- **Supervisor, Forms Contract Section** (2011 - 2012): Supervised the review of all health, HMO, life and annuity contract forms.
- **Senior Policy Analyst** (2007 - 2010): Researched and analyzed state and federal statutes, rules and regulations and NAIC model laws/acts. Prepared reports detailing impact on Florida regulations and made recommendations for needed changes.
- **Supervisor, L&H Senior Products Unit** (2005 - 2006): Supervised the review of health insurance contracts for Medicare supplement, long term care and medical discount plans.

RECENT FORM REVIEW AND EXAMINATION EXPERIENCE

- **Arizona Department of Insurance** – review health contract forms to determine compliance with the ACA (Affordable Care Act) and coordinate drug formulary reviews
- **Minnesota Department of Commerce** - review health contract forms to determine compliance with the ACA (Affordable Care Act)
- **Ohio Department of Insurance** – reviewed health contract forms for Medicare supplement, dental insurance, including long term care advertisements
- **Illinois Department of Insurance** – participated as an examiner in several market conduct exams, including New York Life Insurance Company, New York Life Insurance & Annuity Company, Humana Health Plan, Inc. and Humana Insurance Company
- **New Hampshire Department of Insurance** – participated in a review of substance use abuse (opioid) and mental health parity

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- **Center for Consumer Information & Insurance Oversight (CCIIO)** – review health contract forms to determine compliance with the ACA; participated in ACA exams of Humana Insurance Company of Missouri, Humana Insurance Company of Texas and Humana Health Plan, Inc.

EDUCATION

- Florida State University's Certified Public Manager Program
- Insurance Institute of America, Certificate in General Insurance
- Academy for Healthcare Management
- America's Health Insurance Plans (AHIP)
- Life Management Institute (LOMA)

PROFESSIONAL AFFILIATIONS

- Insurance Regulatory Examiners Society (IRES)

PROFESSIONAL CREDENTIALS

- Certified Public Manager – CPM (2002)
- Associate in Insurance Services – AIS (2001)
- Associate, Insurance Regulatory Compliance – AIRC (2001)
- Market Conduct Management – MCM (2013)
- Accredited Insurance Examiner – AIE (2014)

General Background

*Janet L. Toth, RPh
Manager, Myers and Stauffer LC*

Ms. Toth is a registered pharmacist with more than 30 years of pharmacy practice experience. As a manager with Myers and Stauffer, she contributes to government contracts by conducting performance audits for the Centers for Medicare & Medicaid Services (CMS) Medicare Part D Plan Sponsor Audits. Ms. Toth specializes in the clinical determinations, appeals and grievances (CDAG) elements of audits, leads CDAG audit validations, and evaluates corrective action plans. She also provides support and expertise on specialty drug analysis for state Medicaid agency contracts.

Ms. Toth's experience spans multiple areas of pharmacy practice: retail, health-care systems, infusion, specialty, and regulatory. Her background includes pharmacy-operations management, training and development, and organizational change management. She has effectively and successfully developed, implemented, and maintained programs to meet state and Federal compliance and health care accreditation requirements and implemented Part D requirements. She worked collaboratively with West Virginia Medicaid to ensure regulatory compliance.

Industry Background

Myers and Stauffer LC, 2013 - Present

Manager

- Conducted on-site and remote Medicare Part D CDAG plan performance audits
- Conducted validations of corrective action plans
- Developed standardized resources for reporting audit findings
- Led internal team in implementation of best practices and process improvement

IMS Government Solution, 2013

Senior Consultant

- Conducted on-site Medicare Part D CDAG plan performance audits

Independent Contractor, 2011-2013

Pharmacy Auditor, Medicare Part D

- Conducted on-site Medicare Part D CDAG plan performance audits
- Integrated Delivery Network Consultant: Operations and IT support and guidance and implementation of organizational changes.

CVS Caremark, Inc. (Specialty Pharmacy), 2000-2010

- Specialty Pharmacy Training Delivery Manager 2009-2010
- Business Analyst/Business Process Advisor 2008-2009
- Pharmacy/Operations Branch Manager 2000-2008

Coram Healthcare (Infusion Pharmacy), 1995-2000

- Per Diem pharmacist 2000
- Branch Manager 1996-1999
- Pharmacy/Operations Manager 1995-1996

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Caremark Healthcare (Infusion Pharmacy), 1988-1995,
National Pharmacy Trainer 1990-1995
Clinical Pharmacist 1988-1990

Relevant Clients

Myers and Stauffer LC

Centers for Medicare & Medicaid Services, 2011-Present

- Conducted or provided support during more than 24 CMS Part D CDAG performance audits
- Provided subject matter expertise during the development of CMS protocols and work papers for CDAG audits
- Developed internal tools to facilitate consistency among auditors and audits

State of Mississippi Medical Assistance, 2014

- Provided subject matter expertise for the development of provider surveys to establish a standardized Medicaid reimbursement structure for specialty medications and providers

Education

M.S., Communication and Information Systems, Robert Morris University

B.S., Pharmacy, West Virginia University

B.A., Biology, West Virginia University

Certifications

Registered Pharmacist

STATE OF NEW HAMPSHIRE
2017 – ECG – 107 Market Conduct Exams
REQUEST FOR PROPOSALS

INTRODUCTION

The New Hampshire Insurance Department (NHID or Department) is requesting proposals (RFP) for a Contractor to perform targeted market conduct examinations to assess compliance with federal and state law.

The NHID seeks assistance relative to the execution of targeted market conduct examinations to include compliance testing for non-quantitative treatment limitation requirements of the federal Mental Health Parity and Addiction Equity Act (MHPAEA) of 2008 as well as applicable state law. The contract will continue through October 30, 2018.

GENERAL INFORMATION/INSTRUCTIONS

The Contractor is expected to have and use their 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 received until 4:00 p.m. local time on July 17, 2017 at the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire, 03301. Emails should be sent to alain.couture@ins.nh.gov and include in the subject line: “RFP 2017 – ECG – 107 Market Conduct Exams”.

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 a Contractor to perform targeted market conduct examinations of an identified entity or entities in accordance with federal and state law, and the NAIC market regulation handbook. The proposal should include information and detail which supports resources and costs for one (1) to four (4) targeted examinations. Timing of the examinations, staggered or

simultaneous, shall be determined by the Department. More than one Contractor may be retained by the Department to satisfy the requirements of this RPF. The time period under examination will be January 1, 2016 through June 30, 2017. Examinations are anticipated to commence by September 1, 2017 and all work associated with the exams, including draft reports, must be completed by May 31, 2018. Contractor will be available for consultation, to attend and testify at meetings or hearings through the end of the contract.

The Contractor will be required to use MHPAEA templates, interrogatories and data calls provided by the Department, which shall direct the activities of the examination(s). The Contractor will be permitted to provide suggestions to the Department for additional interrogatories or data calls, or recommend changes to improve the templates.

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

The Contractor selected will be responsible for the execution of a complete and thorough examination or examinations.

The Contractor will be expected to provide regular, detailed status updates in a manner prescribed by the Department.

For each examination conducted, the Contractor will be responsible for preparing draft written reports of a high quality. The draft written reports will include:

- Detailed discussion and findings on each examination conducted.
- Comprehensive written explanations and thorough documentation supporting any critical comments.
- Summary of issues raised by the review and report, and any associated recommendations.

The Department will retain the authority to review and edit the draft reports in preparation to present the documents to the Commissioner.

Contractor may be required to attend and testify at meetings, including public, administrative, judicial, or legislative hearings, as requested.

Contractor may be subject to deposition, based upon activities and findings during an examination.

Other related work as requested by the Department.

EVALUATION OF PROPOSALS

Evaluation of the submitted proposals will be accomplished as follows:

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

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

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

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

The proposal must include a listing of references for recent engagements by the vendor that reflect the skills appropriate for work on this project, including telephone numbers and specific persons to contact.

(1) Specific skills needed:

- 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 operational analysis and development of documentation and workpapers.
- f) Experience with ACL™ and TeamMate™.

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 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 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 limits should serve as a limit for overall NHID financial exposure, but also as a limit on Contractor resources dedicated to this project.

Cost Tables. The proposal should use the following cost tables in their cost proposal. The bid should include the staff name, project role, proposed hours and hourly rate for the work. The bidder is welcome to provide the not to exceed costs for one (1), two (2), three (3) or four (4) exams but must provide at least the not to exceed costs for one (1) and four (4) exams. NHID maintains the right to choose one or more vendors for this project.

Cost Tables

Proposed Budget - One (1) EXAM				
Staff	Project Role	Proposed Hours	Hourly Rate	Proposed Budget
Total Hours:			Sub-Total:	
Other Costs Description:				
Other Costs Amount:				
Total "Not To Exceed" Amount for 1 EXAM:				

Proposed Budget - Two (2) EXAMS				
Staff	Project Role	Proposed Hours	Hourly Rate	Proposed Budget
Total Hours:			Sub-Total:	
Other Costs Description:				
Other Costs Amount:				
Total "Not To Exceed" Amount for 2 EXAMS:				

Proposed Budget - Three (3) EXAMS				
Staff	Project Role	Proposed Hours	Hourly Rate	Proposed Budget
Total Hours:			Sub-Total:	
Other Costs Description:				
Other Costs Amount:				
Total "Not To Exceed" Amount for 3 EXAMS:				

Proposed Budget - Four (4) EXAMS				
Staff	Project Role	Proposed Hours	Hourly Rate	Proposed Budget
Total Hours:			Sub-Total:	
Other Costs Description:				
Other Costs Amount:				
Total "Not To Exceed" Amount for 4 EXAMS:				

Other costs Description. 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.

Proposals should state the periods of time during the term of this contract that Contractor resources may be limited or inaccessible.

The not to exceed amounts for each number of exams 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 June 27, 2017. Questions should be directed to Alain Couture via email at alain.couture@ins.nh.gov. Please include "RFP for 2017 – ECG – Market Conduct Exams"

A consolidated written response to all questions will be posted on the New Hampshire Insurance Department's website www.nh.gov/insurance, June 29, 2017.

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

The selection of the winning proposal is anticipated by July 21, 2017, and the NHID will seek to obtain all state approvals by late August. Please be aware that the winning bidder will need to provide all signed paperwork to the NHID by August 1st 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 Examination Resources, LLC

2017-ECG 107

Market Conduct Exams

EXHIBIT B

CONTRACT PRICE, PRICE LIMITATIONS AND PAYMENT

The services will be billed at the rates set forth in the Contractors Proposal, dated July 17, 2017, not to exceed the total contract price of \$67,400. 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.

Agreement with Examination Resources, LLC

2017-ECG 107

Market Conduct Exams

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.

Examination Resources, LLC

Printed Name of Contractor

7/31/17

Date

Rebecca Belong-Wall, managing member

Contractor Signature

Agreement with Examination Resources, LLC

2017-ECG 107

Market Conduct Exams

Exhibit C-2

Acknowledgement of Confidentiality - NAIC Data and Data Systems

I, Rebecca Belanger-Walkins, duly authorized to sign on behalf of Examination Resources, 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 31st day of July 2017, by

Rebecca Belanger-Walkins, for

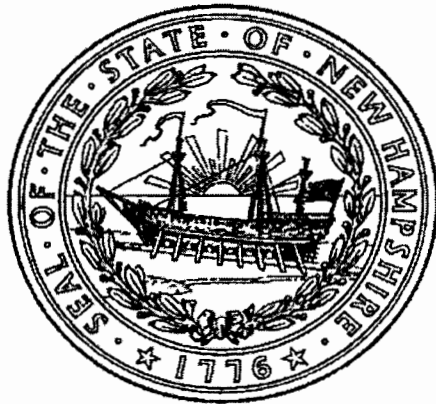
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EXAMINATION RESOURCES, LLC is a Georgia Limited Liability Company registered to transact business in New Hampshire on August 07, 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: 776592



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of August A.D. 2017.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Rebecca Belanger-Walkins, hereby certify that:
(Name of Sole Member/Manager of LLC, Contract Signatory)

1. I am the Member of the Company of Examination Resources, LLC
(Member/Sole Member/Signatory) (Name of LLC)
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Examination Resources, LLC
(Name of LLC) and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Rebecca Belanger-Walkins
(Contract Signatory Signature)

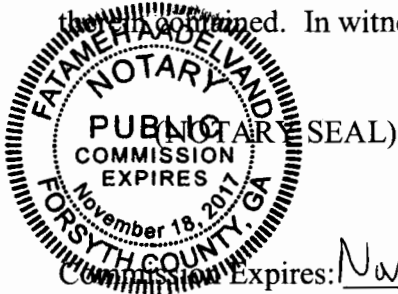
7/31/17
(Date)

STATE OF Georgia

COUNTY OF Fulton

On this 31 day of July, 2017 before me Fatameh Adelvand,
(Name of Notary Public/Justice of the Peace)
the undersigned officer, personally appeared Rebecca Belanger-Walkins,
(Contract Signatory-Print Name)
known to me (or satisfactorily proven) to be the person whose name is subscribed to the
within instrument and acknowledged that he/she executed the same for the purposes

therein contained. In witness whereof, I hereunto set my hand and official seal.



F. Adelvand
(Notary Public/Justice of the Peace-Signature)

Commission Expires: November 18, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2017

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 Allied Insurance Advisors, LLC 3461-F Lawrenceville-Suwanee Road Suwanee, GA 30024 Phone (678) 546-7890 Fax (678) 546-7372		CONTACT NAME: Jill Mashburn PHONE (A/C, No, Ext): (678) 546-7890 FAX (A/C, No): (678) 546-7372 E-MAIL ADDRESS: jill@alliedinsadv.com	
INSURED Examination Resources, LLC 3475 Piedmont Rd NE Ste 410 Atlanta GA 30305-2994		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Hartford Fire Insurance Company	
		INSURER B: Hartford Accident and Indemnity Co.	
		INSURER C: Hartford Underwriters Insurance Company	
		INSURER D: Westchester Fire Insurance Company	
		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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	20 SBA NU5489	04/06/2017	04/06/2018	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000.00 MED EXP (Any one person) \$ 10,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMPI/OP AGG \$ 2,000,000.00 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____	Y	Y	20 UEC IA4752	04/06/2017	04/06/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			20 SBA NU5489	04/06/2017	04/06/2018	EACH OCCURRENCE \$ 5,000,000.00 AGGREGATE \$ 5,000,000.00 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		20 WEC AS7460	04/06/2017	04/06/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00
D	Professional - Errors & Omissions						

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

State of New Hampshire is listed on the Workers Compensation policy.

CERTIFICATE HOLDER New Hampshire Insurance Department 21 S. Fruit Street, Suite 14 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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STANDARD EXHIBIT I

The Contractor identified as, Examination Resources, 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

8/2/17
Date

Examination Resources, LLC

Rebecca Belanger-Walsh
Signature of Authorized Representative

Rebecca Belanger-Walsh
Name of Authorized Representative

managing member
Title of Authorized Representative

7/31/17
Date