



**THE STATE OF NEW HAMPSHIRE  
INSURANCE DEPARTMENT**

21 SOUTH FRUIT STREET SUITE 14  
CONCORD, NEW HAMPSHIRE 03301

JOR  
29

John Elias  
Commissioner

Alexander K. Feldvebel  
Deputy Commissioner

August 2, 2018

**AUG08'18 AM11:40 DAS**

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 **sole source** contract amendment (originally approved by the Governor and Council on August 23, 2017, agenda item #65) with Regulatory Insurance Advisors, LLC of Lincoln, NE (Vendor # 275574), for the provision of consulting services by increasing the amount by \$40,620 from \$169,750 to \$210,370 and extending the end date from October 30, 2018 to December 31, 2018. This agreement is to be effective upon Governor & Council approval. 100% Federal Funds.

The additional funding is available in the account titled Enforcement & Protection Grant as follows:

Account	FY2019
02-24-24-240010-12120000-046-500464 Consultants	\$40,620

**EXPLANATION**

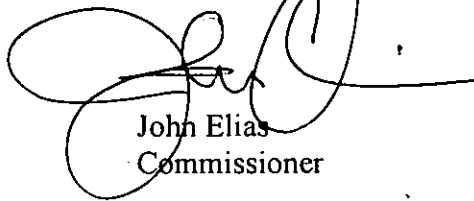
The New Hampshire Insurance Department has received a federal grant for the purpose of enhancing the States' ability to effectively enforce the consumer protections under Part A of title XXVII of the PHS Act. The purpose of the grant program is to help the State expand its review of parity in mental 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.

This vendor has been assisting the NHID to perform targeted market conduct examinations to assess compliance for non-quantitative treatment limitation requirements of the federal Mental Health Parity and Addiction Act (MHPAEA) of 2008 as well as applicable state law. The amendment is necessary to provide the Contractor additional time and resources to complete an additional analysis of the claims and compliance testing of an additional carrier. This work was not anticipated in the original request but is needed to analyze all examinees in the same manner. The contract amendment is sole source because the amended amount is greater than 10% of the original contract price.

The New Hampshire Insurance Department respectfully requests that the Governor and Council authorize the amendment of the Public Consulting Group, Inc. contract. Your consideration of the request is appreciated.

In the event Federal Funds are no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John Elias", is written over the typed name and title. The signature is stylized with large loops and a horizontal line extending to the right.

John Elias  
Commissioner

## AMENDMENT

This Agreement (hereinafter called the "Amendment") dated this 30th day of July 2018 and between the state of New Hampshire acting by and through the New Hampshire Insurance Department (hereinafter referred to as "NHID") and Regulatory Insurance Advisors, LLC. (hereinafter referred to as the "Contractor").

RECEIVED  
NH INSURANCE DEPARTMENT  
AUG 22 2018

WHEREAS, pursuant to an initial agreement (hereinafter called the "Agreement") which was first entered into upon Governor and Council approval on August 23, 2017, agenda item #65, the Contractor agreed to perform certain services to assist the NHID in connection with targeted market conduct examinations and;

WHEREAS, pursuant to paragraph 18 of the General Provisions of the Agreement, the contract may be amended, waived or discharged by written instrument executed by the parties hereto and approved by the Governor and Council, and;

WHEREAS, due to additional work required to assist NHID in the review of claims as part of the market conduct examinations and the need to extend the time;

NOW THEREFORE, in consideration of the foregoing and the covenants and conditions contained in the Agreement as set forth herein, the Contractor and NHID hereby agree to amend the Agreement as follows:

### 1. Amendment of Agreement

- A. Amend Section 1.7 of the General Provisions by extending the completion date of October 30, 2018 to December 31, 2018
- B. Amend Section 1.8 of the General Provisions by changing the price limitation from \$169,750 to \$210,370
- C. Replace Exhibit A with Exhibit A1: RFP 2017 ECG 107
- D. Replace Exhibit B with Exhibit B1: RFP 2017 ECG 107

### 2. Effective Date of Amendment

This Amendment shall be effective upon its approval by the Governor and Council of the State of New Hampshire. If such approval is withheld, this document shall become null and void, with no further obligation or recourse to either party.

### 3. Continuance of Agreement

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with terms and conditions as set forth therein:

IN WITNESS WHEREOF, the parties have hereunto set their hands:

CONTRACTOR:

Regulatory Insurance Advisors, LLC

By: Holly Blanchard  
Holly Blanchard, President

NHID:

State of New Hampshire acting through the New Hampshire Insurance Department

By: John Elias  
John Elias, Commissioner

NOTARY STATEMENT

On this the 1 day of August, 2018 <sup>(H.B.)</sup>, there appeared before me Narges Attai (Notary Name) the undersigned officer appeared Holly L. Blanchard (Designated Officer Name) who acknowledged him/herself to be President (Designated Officer Title) and that such officer, authorized to do so, executed the foregoing instrument for the purpose herein contained, by signing him/herself in the name of the Contractor.

In witness whereof I hereunto set my hand and official seal (provide seal, stamped name and expiration date).

By: Narges Attai



APPROVAL BY NEW HAMPSHIRE ATTORNEY GENERAL AS TO FORM, SUBSTANCE AND EXECUTION

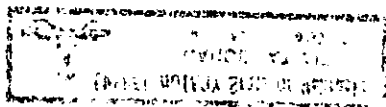
By: J. Christopher Warkel, Assistant Attorney General on August 9, 2018

APPROVAL BY THE NEW HAMPSHIRE GOVERNOR AND EXECUTIVE COUNCIL

By: \_\_\_\_\_, on \_\_\_\_\_

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# **Agreement with Regulatory Insurance Advisors, LLC**

## **2017-ECG 107**

### **Market Conduct Exams**

#### **EXHIBIT A-1**

#### **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 issuers:
  - a. Anthem
  - b. Ambetter
2. Conduct targeted claims analysis and compliance testing for 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
3. Provide the NHID with regular, detailed status updated in a manner prescribed by the NHID
4. Provide the NHID with draft reports by November 30, 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
5. Contractor may be subject to deposition, based upon activities and findings during an examination
6. The contractor will be available for consultation, to attend and testify at meetings or hearing through the end of the contract
7. 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.

**Agreement with Regulatory Insurance Advisors, LLC**

**2017-ECG 107**

**Market Conduct Exams**

**EXHIBIT B-1**

**CONTRACT PRICE, PRICE LIMITATIONS AND PAYMENT**

The services will be billed at the rates set forth in the Contractors Proposal, not to exceed the total contract price of \$210,370. 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.

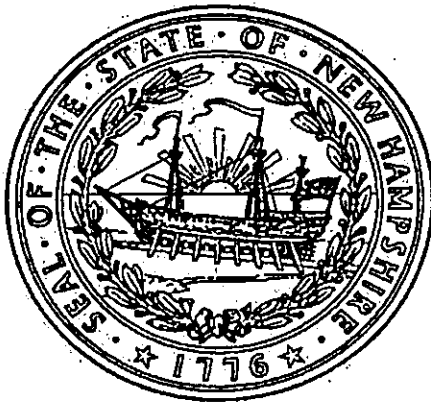
**State of New Hampshire**  
**Department of State**

CERTIFICATE

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

Business ID: 762179

Certificate Number: 0004160620



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of August A.D. 2018.

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

William M. Gardner  
Secretary of State



**Limited Partnership or LLC CERTIFICATE OF AUTHORITY**

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

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

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

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

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

Date: 7/30/2018

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/03/2018

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).

<b>PRODUCER</b> Shawn Kreifels, State Farm Agent 570 Fallbrook Blvd, Suite 111 Lincoln, NE 68521 Agent Code: 27-6118-184	<b>CONTACT NAME:</b> Shawn Kreifels <b>PHONE (AG No. Ext):</b> 402-435-2250 <b>FAX (AG No.):</b> 402-435-2248 <b>E-MAIL ADDRESS:</b> Shawn.Kreifels.ngjv@statefarm.com													
	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER #</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: State Farm Fire and Casualty Company</td> <td>25143</td> </tr> <tr> <td>INSURER B: State Farm Mutual Automobile Insurance Company</td> <td>25178</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER #	NAIC #	INSURER A: State Farm Fire and Casualty Company	25143	INSURER B: State Farm Mutual Automobile Insurance Company	25178	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER E:														
INSURER F:														
<b>INSURED</b> Regulatory Insurance Advisors, LLC 941 O St. Ste 726A Lincoln, NE 68508														

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	97-BT-A678-6	05/01/2018	05/01/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	HIRED AUTOS							\$
	NON-OWNED AUTOS							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		<input checked="" type="checkbox"/>				E.L. EACH ACCIDENT	\$
	(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 445 N 66TH ST STE 4 SI, Lincoln, NE 68505 - Consultant

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

DATE (MM/DD/YYYY) 08/08/2018

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

PRODUCER: AP INTEGO INSURANCE GROUP LLC, 375 WOODCLIFF DR 1ST FL, FAIRPORT, NY 14450, (866) 890-9965. CONTACT NAME, PHONE (A/C, No, Ext): (866) 890-9965, FAX (A/C, No): (888) 733-5112, E-MAIL: travelersselectpayrollservices@travelers.com, ADDRESS: travelersselectpayrollservices@travelers.com. INSURER(S) AFFORDING COVERAGE: INSURER A: THE STANDARD FIRE INSURANCE COMPANY, NAIC #.

COVERAGES CERTIFICATE NUMBER: 894560044101022 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

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

CERTIFICATE HOLDER: THE STATE OF NEW HAMPSHIRE, 21 FRUIT STREET, 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: [Signature]



**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

July 31, 2017

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

**REQUESTED ACTION**

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract with Regulatory Insurance Advisors, LLC (Vendor # 275574) of Lincoln, NE in the amount of \$169,750, 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	\$169,750

**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.

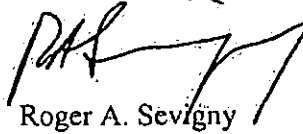
The NHID seeks assistance from this vendor to perform targeted market conduct examinations to assess compliance for non-quantitative treatment limitation requirements of the federal Mental Health Parity and Addiction Equity Act (MHPAEA) of 2008 as well as applicable state law.

The major deliverables for Regulatory Insurance Advisors, LLC include conducting targeted market conduct examinations, for the time period of January 1, 2016 through June 30, 2017 for two issuers 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 Regulatory Insurance Advisors, LLC as most responsive to the RFP.

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

Respectfully submitted,



Roger A. 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 Two (2) Exam	COST (20% or points)	TOTAL SCORE (100% or Points)	Score without \$\$\$	NOTES
<b>RFP 2017-ECG-107 Market Conduct Exams</b>								
Regulatory Insurance Advisors	35.00%	18.00%	16.00%	\$169,750	15.81%	84.81%	69.00%	
Examination Resources	31.00%	17.00%	15.00%	\$134,200	20.00%	83.00%	63.00%	
Risk & Regulatory Consulting	28.00%	13.00%	12.00%	\$148,920	18.02%	71.02%	53.00%	
Managed Healthcare Unlimited	28.00%	14.00%	15.00%	\$312,855	8.58%	65.58%	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 Regulatory Insurance Advisors, LLC		1.4 Contractor Address 941 O Street, Suite 726A, Lincoln, NE 68508	
1.5 Contractor Phone Number 402-217-7745	1.6 Account Number 02-24-24-240010-12120000-046-500464	1.7 Completion Date October 30, 2018	1.8 Price Limitation \$169,750
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>Polly L. Blanchard</i>		1.12 Name and Title of Contractor Signatory <i>Polly L. Blanchard President</i>	
1.13 Acknowledgement: State of <i>Nebraska</i> , County of <i>Saunders</i> On <del>Aug</del> <i>July 28, 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 indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  <i>Shari L Wolfe</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Shari L. Wolfe</i>			
1.14 State Agency Signature <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 CNUB  
Date 7/26/17



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, formulac, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

**Agreement with Regulatory Insurance Advisors, LLC**

**2017-ECG 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 issuers:
  - a. Anthem
  - b. Ambetter
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.

**BUSINESS PROPOSAL  
TO SERVE  
THE STATE OF NEW HAMPSHIRE:  
2017-ECG 107 MARKET CONDUCT EXAMS**



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



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

July 17, 2017

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

**Re: 2017-ECG-107 MARKET CONDUCT EXAMS**  
*Submitted via email to [alain.couture@ins.nh.gov](mailto:alain.couture@ins.nh.gov)*

Dear Mr. Couture:

Regulatory Insurance Advisors, LLC (hereinafter "RIA") is pleased to submit this response to the State of New Hampshire Department of Insurance's (hereinafter "NHID") request for proposal (hereinafter "Request") regarding market conduct examinations.

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

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

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

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

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

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

Best regards,

*Holly Blanchard*

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

## **EXECUTIVE SUMMARY**

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

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

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

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

RIA's overall experience, subject matter regulatory expertise, and combination of industry and regulatory leadership, render RIA ideally suited to assist New Hampshire with performing market conduct examinations. Moreover, RIA's capabilities enable our company to help the NHID achieve its objectives related to the Request.

## **RIA BACKGROUND INFORMATION**

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

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

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

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

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

RIA's primary contacts relating to this proposal are:

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

Phone: 402-217-7745  
Fax: 402-665-2117  
E-mail: [hblanchard@riaconsulting.net](mailto:hblanchard@riaconsulting.net)

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

Phone: 207-228-4603  
Email: [pwilliams@riaconsulting.net](mailto:pwilliams@riaconsulting.net)



## **CONFLICT OF INTEREST**

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

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

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

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

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

RIA has ongoing monitoring to identify conflicts of interest.

## **DETAILS OF PLAN OF WORK**

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

**The contractor selected will be responsible for the execution of a complete and through examination, or examinations.**

RIA's approach through all phases of a Market Conduct Examination is to have a clear involvement with the Department to ensure an efficient examination is conducted based on sufficient and ongoing communications with applicable examiners and analysts. RIA will work directly with the State on every phase of a Market Conduct

Exam, whether targeted or comprehensive, desk audit, or on-site, to determine the most effective mechanisms to proceed. We will help the State develop call letters, data calls, interrogatories and sample requirements. We will also assist the State in determining that the correct data has been presented early in the examination process to ensure the accuracy and timeliness of the examination. The examination will be performed utilizing the interrogatories, and templates created for the NHID and the National Association of Insurance Commissioners (NAIC) Market Regulation Handbook, particularly Chapters 16, 20 and 20a as a baseline. We will also work closely with the NHID to identify any additional information that may be necessary or beneficial for the examination. Our staff will be available at all times to answer questions for the NHID and the regulated entity to ensure that the data provided meets the requirements and standards of the request.

Upon award of the contract, the Project Coordinator will immediately work with the NHID to develop timelines and prioritizing the examinations to ensure all four examinations are completed in the timeframe established by the RFP. Based on these timelines, the EIC will create a draft call letter for the first company examination, and will begin building the TeamMate project so that the examination team can begin work immediately upon receipt of the requested information. Once the NHID has reviewed and approved the call letter, the EIC will send it to the appropriate contact person at the company. Within two business days of sending the call letter, we call the company to ensure that they received the call letter and to obtain any additional contact information necessary. Once it has been established that the issuer has the call letter, we will schedule a follow-up call within three business days with the issuer and the regulator's entire team to discuss the scope of work and the deliverables. The Project Coordinator, EIC and Senior Examiner as well as the appropriate State personnel should be on this call. During the call, we will explain in detail the expectations of the examination, the requested data, and timelines. The call will be documented in a follow-up e-mail ensuring all parties are on the same page. Within three (3) business days following the initial call, we will send the interrogatories, and any additional data calls. These interrogatories and data calls will be created in a comprehensive, concise manner to ensure the company thoroughly understands the request. The EIC will follow-up with the company upon receipt of the interrogatories and data calls to ensure that all questions are answered and that the appropriate personnel are working on obtaining the information. The information will be due within the statutory timelines. The EIC and our examiners will begin reviewing any information immediately upon receipt to ensure data validity and consistency. Any information that is not appropriate, or needs clarification will be sent back to the company for correction. We will ensure that any information that is received that is accurate and complete will begin to be reviewed. All information received will be entered into TeamMate and mapped accordingly. The examiners will perform a comprehensive review on all of the information received, and will meticulously document any concerns through an Request for Information (RFI) log and summary. The Senior Examiner will review all RFI's to ensure a valid concern

exists. The Senior Examiner will report findings to the EIC who will consistently update a draft report as findings are determined to expedite the timing of the final report. If multiple targeted examinations are presented, we will assign staff to work the examinations simultaneously, or if the examinations are completed concurrently, we anticipate that each team will complete the examination for each company within two months, so that they can begin on the next company.

If the NHID determines that targeted examinations will be completed on multiple carriers, RIA will have a team of two to three examiners available to perform each examination requested, allowing simultaneous reviews of up to four entities. Additional examiners will be available if it is determined that additional resources are needed. Our teams of experts will also closely communicate with the NHID and each other to ensure that market trends among multiple carriers are identified and discussed.

Our team(s) will review all information available regarding the regulated entity to ensure a thorough understanding of the business practices and market penetration.

RIA will also assist with review of the data once it is received and will include the examination of the affairs, transactions, business, accounts, records, documents, and files of insurers or other entities/persons regulated by the State. The examinations will be conducted in accordance with the standards and guidelines established by the NAIC and the State, taking into consideration any additional information requested or required by the State.

Close communication with the State and regulated entity will be quintessential. The State will be kept apprised of all steps and developments throughout the examination process. A weekly status update will be sent advising progress, hours spent, concerns and time left. Additionally, our Examiner-in-Charge (EIC) will serve as the point of contact for the State and the regulated entity, and will respond to all questions within 24 hours.

The EIC will assist in the preparation and completion of a detailed examination report for each entity examined. All necessary information will be provided to the EIC to assist with the preparation and complete report on the regulated entity. This information will be comprehensive, accurate and cataloged to ensure that the most current version is utilized. The EIC and State will have access to all work papers and documentation to aide in understanding the findings and recommendations, and completing a comprehensive, detailed report. All aspects of the examination will be clearly documented for recreation of the process, concerns and arrival at any determination. All work papers and documentation will be presented to the State at the end of each examination on a preferred media source (CD, Flash Drive, etc) for file.

The EIC and any additional RIA staff will be available to testify at hearings when necessary and required.

RIA's approach, in summary, is:

- Meet with the Department contact person to obtain a clear understanding of our role and scope with respect to the examination (s) and determine the scope of the examination based on the Departments input;
- Review existing (past and ongoing) examination work papers, opinions, reports, NAIC Information (i.e. Profile reports) etc.. regarding the Company;
- Obtain and review information in order gain an understanding of the Company and corporate structure and its processes. These documents should include the following:
  - i. Description of the structure of the Company
  - ii. Board and Audit Committee Minutes
  - iii. Evaluate quality of the Board of Directors
  - iv. Reporting function of management to the Board
- Meet with the Company's identified staff and other key personnel to discuss matters pertinent to the examination and answer any questions regarding the data request created with the standards and guidelines outlined in the NAIC Market Regulation Handbook;
- Identify key activities and sub-activities;
- Determine the prospective risks of the Company;
- Create data calls, interrogatories and samples;
- Assist with all levels of the Market Conduct Examination, when requested;
- Be available at all times to answer questions or provide clarification;
- Assist with all report creations and developments;
- Provide pertinent information to the Department timely and consistently; and
- Assist in any additional measures identified or requested by the Department.

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

It is paramount to us that our clients are comfortable with the work that is being provided. To ensure all expectations are met, we provide a weekly status summary to our clients that outlines deliverables performed in the previous week, upcoming deliverables, best practices, lessons learned, and budget and hours expended to date. Additionally, we include relevant information that may impact our client, such as updated statutes or regulations, bulletins, or news articles, whether related to the project or not. We will also customize our status report to incorporate any additional information requested by the Department.

In addition to the detailed status report we recommend and facilitate a weekly or bi-weekly meeting to discuss everything provided in the status report to ensure that everyone has a clear understanding and agreement of the progress of the project.

**For each examination conducted, the contractor will be responsible for preparing draft written reports of high quality.**

It is always our goal to reconstruct an examination in a comprehensive, concise report that allows the reader to fully understand the approach of the examination and the identified outcomes.

Each examination will be thoroughly documented on an examination report utilizing a template preferred by the NHID. The report will capture information regarding the Company (Company profile), documents reviewed, concerns identified, the frequency of the concerns to identify a systemic risk, and recommendations for corrective actions. For MHPAEA, the report will provide a comprehensive breakdown of the findings regarding Quantitative Limitations, Financial Limitations, Non-Quantitative Limitations, and Claims.

Throughout the process of the examination, we continually update the draft report with progress, issues and identified concerns. This expedites the completion of the draft report, and subsequently the final report.

The draft report will be provided to the State within one week of finalizing an examination. All supporting documentation as well as legal references will be presented with the draft report. Once the draft report has been signed off on by the state, the draft report will be sent to the issuer and an exit interview will be established within five days of receiving the draft report to go over the findings of the examination. Constant communication with the issuer during the examination process should mitigate or eliminate any surprises on the draft report, thus expediting agreement and the issuance of the final report. After the exit interview, RIA will work with the staff to determine any changes in the draft report, and will create a final report. The final report will be delivered within one week of the exit interview.

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

Our examiners are very skilled at presentations regarding our findings, and have been utilized as expert witnesses on multiple occasions. We are available to help the NHID with any meetings, whether public administrative or judicial, as well as legislative hearings. Our skilled staff is willing to present on findings, or assist the NHID staff with preparations on their findings.

As lead examiners for multiple examinations, we have provided witness testimony as well as testifying in many DOI hearings. From providing expert witness testimony regarding HIPAA Excepted Benefits and the Dodd-Frank Act to testifying in agent hearings as well as company hearings, our staff is prepared to provide these services to the NHID. Additionally, our General Counsel has worked as a Prosecuting Attorney and is an expert in preparing witness testimony and questions for hearings of all sorts.

**SPECIFIC SKILLS NEEDED:**

**Expertise with the operational processes and procedures of health carriers relative to MHPAEA. Please identify the role and title of each individual.**

Our team of experts have been assigned to this project because of their extensive knowledge and experience with Company Operations and procedures regarding the ACA and MHPAEA. We have been involved with Mental Health Parity since the Wellstone-Domenici Mental Health Parity Act passed in 2008, and was finalized in January 2014 through the ACA. As state regulators, we assisted the carriers in the Marketplace with preparations for implementation of the requirements by creating bulletins, webinars, informational weekly meeting discussions, and additional communications. As contractors, we have reviewed 100's of products to ensure compliance with the ACA and MHPAEA requirements. Additionally, we have assisted multiple states with MHPAEA targeted examinations, and MHPAEA specific training.

Client satisfaction is the top of our priority list. As such all work products must be signed off by the Senior Examiner and the Examiner in Charge. Additionally, we constantly monitor updates to ensure that our staff has the most current information and provide frequent training and feedback on the examination process.

Our clients feedback is also an important factor in the process. We have an open line to our executives for feedback. Any concerns are immediately addressed and the appropriate corrects are incorporated. At the end of all exams, we send our clients a survey on their experience with us. We take the information provided in the survey very seriously, and welcome feedback on process approvals. While we strive to provide exceptional service and outcomes, if we are not accomplishing that, we want to incorporate the necessary changes.

Any addition of personnel shall first receive the prior consent of the NHID. Any replacement of personnel shall be with personnel of substantially equal ability and qualifications.

*\*Please note, we will only utilize the number of individuals necessary to perform the identified examinations. We have assigned these individual to allow flexibility and performance in up to four targeted examinations.*

The following individuals have been identified to provide services for the scope of work for the services outlined in the RFP:

**1. Project Manager - Holly Blanchard, FLMI, CCP, ACP, AIE, AIRC, INS, MCM**

RIA's Market Conduct services will be led by Holly Blanchard. Holly is the President of RIA and has over 20 years of experience in the insurance industry, with a majority of those years as an insurance regulator. Holly brings extensive market conduct, Affordable Care Act (ACA) and overall regulatory expertise and experience.

Holly previously served as the Market Conduct Examiner in Charge for Nebraska and oversaw a multitude of Market Conduct Examinations, including Life and Health, Property and Casualty, Pre-need, Surplus Lines, and HIPAA Excepted Benefits. Beginning with the passage of the ACA in 2010, Holly was a significant part of the Nebraska Department of Insurance team that led implementation of the ACA in Nebraska.

Beginning in 2013, Holly was the key oversight officer on several multi-pronged contracts, including CCIIO PFR and MEC reviews, as well as multiple state exams. With this experience, Holly is well versed in the requirements of the ACA, and is also very knowledgeable on how state laws interplay with the federal requirements.

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

Holly's extensive experience ensures that she thoroughly understands the requirements of balancing a team, making real-time adjustments to processes and improvements to ensure the most effective results are delivered, maintaining appropriate record keeping and documentation, coordinating communication between multiple appropriate entities, working closely the client to ensure that all expectations are not only met, but exceeded and ensuring all deliverables are met

in a timely and critically accurate manner. Due to these experiences, Holly brings all expertise required to excel at providing the Plan Management services described in this Request.

**2. Examiner-in-Charge - Cynthia Fitzgerald, AIRC, CIE, MCM, ACS, AIAA, CICS, CFE (fraud), PAHM**

Cynthia Fitzgerald has been identified as one of our Senior Insurance Examiners due to her ability to lead a team, her hard work ethic, and her background as an Examiner-in-Charge. Cynthia has performed ACA specific examinations and has a comprehensive understanding of the requirements of the Act.

Cynthia was a previous market conduct examiner with the state of Vermont. Cynthia has extensive market conduct experience involving financial services companies and insurers to ensure compliance with state laws. She has conducted detailed investigations regarding producer and company complaints to determine violations of state laws, and has testified in legal proceedings when deemed necessary by the General Counsel. Additionally, Cynthia has conducted detailed examinations of broker-dealers and investment advisors under the jurisdiction of the state, and reviewed applications for investment advisors wishing to establish in the State of Vermont. Cynthia has been the Examiner in Charge for several states Market Conduct examinations, and has a comprehensive understanding of the examination process. Cynthia has been involved in many targeted ACA examinations and has a comprehensive understanding of the ACA. Cynthia has been the Examiner- in- Charge for several states' Market Conduct examinations, and has a comprehensive understanding of the examination process. Additionally, Cynthia has provided training to multiple states regarding Mental Health Parity and Substance Use Disorder examinations.

**3. Examiner-in-charge - Angela Eastman, JD, LLC, MCM**

Angela brings extensive knowledge regarding Market Regulation from a regulatory and industry experience through her role as a Market Conduct Examiner, and also for Regulatory Counsel. Angela's primary experience includes examinations of insurance carriers to ensure compliance with federal, and state regulations and codes. Her primary focus has been providing subject matter expertise on the ACA, including state-based and federally facilitated marketplaces (FFM's). She has worked closely with CMS to incorporate the requirements of the ACA. Angela has been involved in examinations specific to essential health benefits, autism, Mental Health/Substance Use Disorder, Pharmacy, Women's Health, Appeals and Grievances and Utilization Review. Additionally, Angela has performed multiple examinations on carrier business and operations, including provider credentialing,



network adequacy, quality assessment and improvements and Utilization Reviews/Case Management.

Angela has a sophisticated legal understanding of the ACA and MHPAEA and their application to individual, small group and large group products. Angela has performed extensive research and summary analysis of Non-Quantitative and Quantitative Treatment Limitations, and the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA) and has provided education and training to multiple states based on this understanding and research.

#### **4. Senior Examiner - Leslie Krier, AIE, FLMI, MCM**

Leslie Krier has been identified as one of our Senior Examiners due to her exceptional history as a Market Conduct Manager. Leslie is a highly-respected regulator who has performed and overseen examinations on every type of insurance. Leslie led several NAIC D Committee discussions on the ACA, and has extensive knowledge of incorporating the ACA requirements into a Market Conduct Examination. She has served on and overseen multiple NAIC Committee's, Sub-Committee's as well as the NAIC Market Analysis Working Group (MAWG), an exclusive regulator only working group that through review, analysis and a national submission process, insurance companies are identified that are exhibiting current or potential market regulatory issues of national impact. In addition, reviews may be undertaken for companies or issues that reach a certain mass of regulatory activity or interest. Leslie was one of the primary experts on the ACA at the WOIC where she implemented the requirements and compliance standards for the companies. Leslie has also been a contributing editor on the Market Regulation Handbook, as well as Market Conduct Management (MCM) course through IRES. While at the WOIC, Leslie created and implemented a state based market conduct examination and analysis program that is recognized as a national model as the Market Conduct Oversight Program. The creation of this program earned Leslie the Governor's Distinguished Manager's award.

#### **5. Insurance Examiner - Kim Hewitt, MCM**

Kim Hewitt has been identified as a team examiner due to her varied experience and knowledge of market conduct examinations. Kim has an exceptional background in insurance regulation, and legislative drafting, and has worked on a team that performed ACA market conduct examinations.

Kim Hewitt previously served as a Market Conduct examiner with the Montana Commissioner of Insurance and Securities office. In this capacity, Kim conducted all aspects of market conduct examinations on insurers, health service corporations

and registered companies domiciled in Montana in accordance with the NAIC Market Conduct Handbook. This included targeted market conduct examinations on foreign insurers doing business in Montana, as well as market regulation investigations involving insurers and producers. In this capacity, she was also responsible for writing market conduct examination reports, documentation and oversight of the examinations. Kim acted as the agency contact for NAIC Market Conduct Annual Statement submissions. She also conducted market analysis utilizing NAIC systems. Additionally, Kim prepared and communicated recommendations for Regulatory Continuum actions, and communicated legislative recommendations.

**6. Insurance Examiner – Cari Kozee, MBA, AIE, MCM, FLMI, FFSI, AIRC**

Cari Kozee has been identified as one of our team examiners. Cari has been in the insurance industry for over twelve years, and has been involved in the ACA implementation and oversight since the Act passed in 2010. Cari brings exceptional analytical skills as well as innovation to the project.

Cari previously served as the Nebraska Department of Insurance's (NDOI) Federal Aid Administrator under the ACA. In this capacity, Cari worked directly with senior NDOI personnel to oversee the administration of the Federal Rate Review Grants under the ACA. Cari was responsible for assisting in the NDOI's management of the rate review grant process, development of consumer outreach materials to explain the rate increase process, preparing and maintaining quarterly and annual rate review reports and communicating with federal regulators regarding rate review grants and consumer outreach opportunities. Cari also oversaw multiple RFP processes and assisted in the vendor selection for each of these RFP's.

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

Cari worked as a form filing reviewer on the CCIIO's Product Form Filing and Minimal Essential Coverage reviews. In this capacity, she reviewed company's products to determine compliance with the ACA, ensuring that the appropriate Essential Health Benefits were presented, as well as identifying any areas of concern regarding Mental Health Parity.

Prior to working as a form filing reviewer on the CCIIO projects, Cari worked for the Nebraska Senior Health Insurance Information Program (SHIIP) helped to develop

the training for 6 regional representatives (paid SHIIP staff), and over 300 volunteers. She successfully condensed the Medicare volunteer manual into a searchable, readable document. She was frequently praised for her excellent training style, and ability to adapt her training to volunteers and staff with different amounts of knowledge. During this time, Nebraska became one of the top ten performing states nationally.

Cari also provided training to the public with "Welcome to Medicare" classes at the local community college which taught the interested public what they needed to know prior to enrolling in Medicare. Cari is a Medicare subject matter expert; also dealing with Nebraska's complaint cases and working with CMS and Part D companies for resolutions.

Cari was the developer of several instructional videos, pamphlets and trainings for providers. She also undertook the task of redesigning the Nebraska SHIIP webpage, and updating all information onto a cloud environment so changes to reference materials could be seen instantaneously.

Cari also created the Certification Test as a printout so that all volunteers (regardless of computer access ability) would be able to ensure they were certified. The answers were then input into the Online Counseling Certification Tool (OCCT) and certificates were provided to volunteers who passed.

#### **7. Insurance Examiner - Tammy Gavin ARe, MCM**

Tammy Gavin has been identified as a team examiner due to her strong dual experience as a financial and market conduct examiner. Tammy has over fifteen years of experience in both the public and private sectors of accounting and market conduct.

Tammy specializes in serving clients in the insurance and reinsurance industries. Her experience includes: insurance regulatory examinations (financial and market conduct), financial reporting (statutory and GAAP) and internal audit including Sarbanes-Oxley 404. Tammy has experience in various insurance lines including: property and casualty, accident and health, Health Maintenance Organizations and workers' compensation.

Tammy has performed several financial and market conduct examinations as both a team lead and an examiner in charge. She has an exceptional knowledge of the examination process, examination requirements, and report writing. Tammy also assists her own clients with tax questions and preparations. Tammy is also an expert of tax implications brought forth in the ACA.

**8. Insurance Examiner - William Nold, JD**

William (Bill) Nold has been identified as a team examiner because of his background in the ACA, as well as his extensive IT and legal knowledge.

Prior to coming to work for RIA, Bill was a Systems Architect for the Commonwealth of Kentucky providing technical oversight, and policy and general legal advice to the Executive Director of Kentucky's Health Benefit Exchange known as **Kynect**. His responsibilities included working directly with insurance agents and Kynectors having technical issues with Kynect. He assisted in the development of training programs for insurance agents to effectuate a new agent portal. Bill also worked directly with the directors and staff of the Divisions of Health Care Policy Administration, Education and Outreach and Kentucky Access, which is responsible for the certification of qualified health plans, overseeing legislative and regulatory efforts related to Kynect, consumer complaints and appeals. Bill also worked directly with consumers and members of the agent community having technical issues. He carried out training for insurance agents and kynectors at locations throughout the Commonwealth.

Adding to his extensive ACA experience, Bill also served as Deputy Executive Director and Policy Advisor to Kentucky's Health Benefit Exchange. Was directly involved in all aspects of the implementation of Kentucky's Health Benefit Exchange. Responsibilities included oversight of the IT systems being developed by outside vendors, including Deloitte, to assure compliance with legal and contractual requirements. Made numerous public and private presentations to national and regional groups (National Tax Association, National Governors Association, Robert Wood Johnson Foundation, Families USA, National Academy for State Health Policy, and others) concerning the development of Kynect as a state-based exchange. In this position, Bill also developed and provided training for insurance agents which was approved for Continuing Education (CE) credits.

Bill was one of few state regulators who was chosen to testify before the United States Senate, Committee on Small Business and Entrepreneurship regarding the Commonwealths positive experience with the implementation of the ACA and SHOP.

**9. IT Examiner- Michael Morrissey, CISA, AES, CISSP, AMCM**

IT expertise will be provided by Michael Morrissey. Michael has over 20 years of experience in advanced audit functions across multiple industries, including IT,

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

#### **10. Legal Counsel - Pieter Williams, JD, MCM**

RIA's Legal Counsel services will be performed by Pieter Williams. Pieter has been identified as the project manager due to his exceptional skills in managing multiple projects with exceptional results. Pieter oversaw one of the first successful 50 state collaborative actions. This experience allows Pieter to oversee a project, analyze issues and concerns and make rapid assessments and adjustments.

Pieter is RIA's General Counsel and Chief Operating Officer who has 14 years legal experience with federal and state health insurance laws and regulations, 16 total years of legal experience and 10 years of senior-level management experience.

Pieter's health insurance related experience spans identifying emerging legal issues, analyzing new laws and regulations, determining applicability, proposing new laws and regulations, advocating for clients' positions, influencing public policy and providing guidance for implementing and/or complying with laws and regulations.

Pieter has strong knowledge of federal and state requirements applying to ACA coverage, HIPAA excepted benefits and other federal and state health programs. In recent years, Pieter successfully led efforts to: 1) monitor, analyze and influence federal and state ACA legislation and regulations; 2) provide counsel to clients concerning applicability of the ACA and exchange funding; 3) promote HIPAA excepted benefit compliance; 4) influence federal Dodd-Frank Act financial regulation as it relates to the insurance sector; and 5) influence National Association of Insurance (NAIC) matters. Pieter frequently engages federal and state regulators, legislators and policymakers to advocate for client's interests and achieve desired outcomes. Pieter also frequently provides strategic guidance and management oversight for complex legal, regulatory, legislative and business matters. Pieter's work typically involves a high degree of leadership, independent contribution and collaboration with clients.

The staff assigned is based on experience and expertise for cost containment. Additional staff can be assigned if determined by the State to be necessary and appropriate.

**Experience relative to the development, implementation and execution of the Market Conduct process, including developing interrogatories and data calls.**

Our staff has performed extensive market conduct examinations at all levels, including comprehensive and targeted, on Life, Health, Annuities and Property and Casualty companies. We also led some of the first Affordable Care Act (ACA) specific exams in the country. We have an extensive background on unique targeted exams, such as Workers Compensation, and Mental Health Parity and Substance Abuse Disorders.

We work very closely with our clients to discuss the scope of exam, to truly understand all information that should be requested on the onset. We develop interrogatories and data calls in a comprehensive manner that will allow an expeditious examination versus a continual back and forth requesting additional information. We also have the experience to quickly identify if missing or incomplete data elements have been presented so that we can rectify the situation and obtain the appropriate data.

We will help the State develop call letters, data calls, interrogatories and sample requirements. We will also assist the State in determining that the correct data has been presented early in the examination process to ensure the accuracy and timeliness of the examination. The examination will be performed utilizing the Interrogatories, and Templates created for the NHID and the National Association of Insurance Commissioners (NAIC) Market Regulation Handbook, particularly Chapters 16, 20 and 20a as a baseline. We will also work closely with the NHID to identify any additional information that may be necessary or beneficial for the examination. Our staff will be available at all times to answer questions for the State and the regulated entity to ensure that the data provided meets the requirements and standards of the request.

Upon award of the contract, the Project Coordinator will immediately work with the NHID to develop timelines and prioritizing the examinations to ensure all four examinations are completed in the timeframe established by the RFP. Based on these timelines, the EIC will create a draft call letter for the first company examination, and will begin building the TeamMate project so that the examination team can begin work immediately upon receipt of the requested information. Once the State has reviewed and approved the call letter, the EIC will send it to the

appropriate contact person at the company. Within two business days of sending the call letter, we call the company to ensure that they received the call letter and to obtain any additional contact information necessary. Once it has been established that the issuer has the call letter, we will schedule a follow-up call within three business days with the issuer and the regulator's entire team to discuss the scope of work and the deliverables. The Project Coordinator, EIC and Senior Examiner as well as the appropriate State personnel should be on this call. During the call, we will explain in detail the expectations of the examination, the requested data, and timelines. The call will be documented in a follow-up e-mail ensuring all parties are on the same page. Within three (3) business days following the initial call, we will send the interrogatories, and any additional data calls. These interrogatories and data calls will be created in a comprehensive, concise manner to ensure the company thoroughly understands the request. The EIC will follow-up with the company upon receipt of the interrogatories and data calls to ensure that all questions are answered and that the appropriate personnel are working on obtaining the information. The information will be due within the statutory timelines. The EIC and our examiners will begin reviewing any information immediately upon receipt to ensure data validity and consistency. Any information that is not appropriate, or needs clarification will be sent back to the company for correction. We will ensure that any information that is received that is accurate and complete will begin to be reviewed. All information received will be entered into TeamMate and mapped accordingly. The examiners will perform a comprehensive review on all of the information received, and will meticulously document any concerns through an Request for Information (RFI) log and summary. The Senior Examiner will review all RFI's to ensure a valid concern exists. The Senior Examiner will report findings to the EIC who will consistently update a draft report as findings are determined to expedite the timing of the final report. All steps of the process will be documented to provide a training manual for the State to utilize in the future. If multiple targeted examinations are presented, we will assign staff to work the examinations simultaneously, or if the examinations are completed concurrently, we anticipate that each team will complete the examination for each company within two months, so that they can begin on the next company.

We have served on multiple NAIC Committees and subcommittees driving discussions, drafting model laws and assisting in updating the Market Regulation Handbook. We have been involved in hundreds of Market Conduct exams collectively, and are considered the experts in the field.

RIA staff also participates in the majority of the NAIC's B and D committee and subcommittee calls, to ensure we are always current on our knowledge of marketplace discussions and determinations.

### **Familiarity with state and federal laws and regulations and the NAIC Market Regulation Handbook.**

Our examination team has extensive regulatory experience in multiple states, giving us insight and knowledge of state laws and the interplay with Federal laws and regulations. Most of our examiners have been involved in drafting legislation for insurance regulation. We also have multiple attorneys on our staff who provide legal summaries and insight when needed. We are subscribed to legal software which allows us to obtain the most current laws and regulations for specific states. Additionally, we are subscribed to multiple news feeds for states allowing us to receive notifications when relevant laws and regulations are proposed or updated.

Our team has previously assisted the NHID with targeted Mental Health and Substance Use Disorder examinations, and as such have developed an in-depth knowledge of the New Hampshire requirements.

We utilize the NAIC Market Regulation Handbook as a guideline in all our examinations. Several of our examiners have assisted in writing and updating various chapters of the Handbook, allowing us to have extensive knowledge of the Handbook as a whole, as well as the suggested review tools and model laws.

### **Expertise with Health Products.**

Our team is comprised of leading experts on Health Products in the insurance marketplace. We have a unique combination of high-level regulators and industry individuals that bring a well-rounded knowledge of these products.

RIA has market conduct expertise with group and individual life, health and annuity insurance product regulation due to experience conducting and managing examinations, reviewing products and rates, investigating consumer complaints, market analysis and multiple years of industry experience from a regulatory perspective.

Regarding life coverage, our examiners have expertise in performing market conduct examinations, including illustration reviews, marketing practices and sales tactics, advertisements, surrender periods, actual cash value determinations, claim handling, death benefit payment accuracy and retained asset accounts. Our examiners have been actively involved in the NAIC's A Committee activities as they



relate to life coverage, including the Life Insurance Illustration Working Group, Unclaimed Life Insurance Benefits Working Group and the Unclaimed Benefits Model Drafting Subgroup. Additionally, our examiners have worked directly with state lawmakers, regulators and other state officials to create new requirements for the insurance industry's use of the Social Security Death Master Index to identify payable life insurance claims.

Regarding annuity coverage, our examiners have expertise in performing market conduct examinations, including suitability determinations, benefit administration, sales practices and statutory compliance. Our examiners have also been actively involved in the NAIC's A Committee activities as they relate to annuity coverage, including Annuity Disclosures, Contingent Deferred Annuities and Index-Linked Variable Annuities.

Regarding health coverage, our examiners have extensive expertise in performing market conduct examinations, including comprehensive and targeted examinations of ACA, non-ACA major medical coverage and HIPAA excepted coverage (e.g. disability, hospital indemnity, specified disease, accident only, accidental death, Medigap and similar supplemental health products).

Many of our staff are former state regulators who oversaw the form filing process and provided expertise on developing health products of all kinds. We worked directly with the actuaries to ensure that established rates were appropriate, and that all the statutory requirements were included in the policies and amendments. Multiple members of our staff also assisted the Center for Consumer Information and Insurance Oversight (CCIIO) with product filing reviews of all major medical products being presented in the direct enforcement states (OK, AL, MO, WY and FL).

RIA's leadership and examiners are considered nationwide leading experts on the ACA, MHAPEA, ACA market reforms and overall regulation of HIPAA excepted health products. Our areas of expertise with health coverage include market conduct examinations, regulatory investigations, consumer complaints, product design, marketing, sales, producer licensing, pricing, underwriting, billing, claims handling, NAIC Model regulations and state specific laws/regulations. RIA's experience is with both individual and group health products.

**Expertise with operational analysis and development of documentation and workpapers.**

Our team has collectively performed 100's of market conduct examinations, and have often served as examiners-in-charge. This experience provides us with insight and

knowledge into operational analysis and quickly allows us to identify concerns and outliers. While we utilize the Market Regulation Handbook for our examinations, our experience also allows us the knowledge of additional questions to request. We are experts at presenting the correct questions to get to the desired response.

We have created a system that allows for documentation to be cataloged and updated ensuring that the most recent and appropriate versions of information are being reviewed. All information is immediately cataloged by date and document description upon receipt. A follow-up summary is also sent to the carrier to document everything that was received allowing the carrier to ensure that all intended documentation was submitted.

Our workpapers are diligently maintained, allowing easy recreation of the review and issues identified. We create a crosswalk that outlines related workpapers, requests for information regarding the workpapers, and follow-up information received, ensuring that all appropriate documents regarding an issue are reviewed.

All workpapers are stored in TeamMate to ensure a safe, secure environment.

#### **Experience with ACL and TeamMate.**

All our staff have extensive experience with ACL and the various versions of TeamMate. We have utilized the software for almost every examination that has been performed and have also provided specialty training on these software.

Michael Morrissey, our Lead IT Examiner is a Certified TeamMate Champion and also has performed multiple ACL training courses.

#### **SUMMARY OF EXPERIENCE:**

RIA has been involved in the insurance industry and regulation thereof for several years, with an average of 20 years per staff member. We have comprehensive knowledge of all lines of insurance, and understand the intricacies of insurance products. As such we can quickly understand and interpret policy forms, business practices and complex data requests. While we rely on the Market Regulation Handbook as our guideline, our experience allows us to have the insight to know when additional information other than outlined in the Market Regulation Handbook is needed or insightful. We also know that how the data requests are presented determines the information that is received from the issuers. Taking this into consideration, we are experts at ensuring that our requests are comprehensive,

precise and will deliver the information that is necessary to complete the examination.

Our diverse staff has experience with all levels of market conduct examinations for all different insurance markets. While health exams have been our primary focus in the last two years, we have extensive experience also with targeted Prescription Drug payment examinations; Mental Health Parity Examinations, and Network Adequacy examinations. We also have experience with Multi-State collaborative exams, Property and Casualty exams, Pre-Need exams, Workers Compensation exams and suitability exams for life and annuity products. Our examiners spearheaded the development of examination standards that are utilized by regulators nationwide.

Working with the NHID, RIA staff has previously performed a targeted Mental Health Parity and Substance Use Disorder on three primary carriers in New Hampshire. This project began with a review of the most prominent carriers in the New Hampshire marketplaces policies and procedures for treatment of Mental Health Parity and Substance Use Disorders. We reviewed the carriers Quantitative and Non-Quantitative benefits to ensure parity, reviewed claims to ensure payments were administered appropriately and accurately, and that the carriers were not imposing additional requirements for treatment of Mental Health Parity and Substance Use Disorders that were not imposed for Medical/Surgical benefits. We reviewed all Appeals and Grievance mechanisms as well as Utilization Review standards to ensure parity existed.

Working in conjunction with the NHID staff, RIA also assisted in the development of the MHAPEA examination tools that are anticipated to be utilized for the scope of work outlined in this RFP. These tools consisted of a comprehensive examination workflow chart, complete MHAPEA interrogatories, a MHAPEA examination template, and a MHAPEA report template.

**DERIVATION OF COST FOR THE CONTRACTOR TIME:**

Based on our experience with the New Hampshire Marketplace, we recognize that one carrier has significant more policies than the remaining carriers. As such we have created our derivation of costs with the anticipation that the larger carrier will take more time for a targeted review and claims review than the other carriers. Our budget is broken down accordingly.

**Cost Tables:**

<b>Proposed Budget - One (1) EXAM</b>				
Staff	Project Role	Proposed Hours	Hourly Rate	Proposed Budget
Holly Blanchard	Project Manager	100	\$130.00	\$13,000.00
Cynthia Fitzgerald	Examiner-in-charge	225	\$125.00	\$28,125.00
Leslie Kricer	Examiner	300	\$120.00	\$36,000.00
Michael Morrissey	IT Examiner	75	\$135.00	\$10,125.00
		<b>Total Hours: 700</b>	<b>Sub-Total:</b>	<b>\$87,250.00</b>
Other Costs Description:				
On-site, estimated at two weeks if necessary (two people x \$5,000.00)				
				Other Costs Amount: \$10,000.00
<b>Total "Not To Exceed" Amount for 1 EXAM:</b>				<b>\$97,250.00</b>

<b>Proposed Budget - Two (2) EXAMS</b>				
Staff	Project Role	Proposed Hours	Hourly Rate	Proposed Budget
Holly Blanchard	Project Manager	100	\$130.00	\$13,000.00
Angela Eastman	Examiner-in-charge	150	\$125.00	\$18,750.00
Cari Kozce/Bill Nold	Examiner	200	\$120.00	\$24,000.00
Michael Morrissey	IT Examiner	50	\$135.00	\$6,750.00
		<b>Total Hours: 500</b>	<b>Sub-Total:</b>	<b>\$62,500.00</b>
Other Costs Description:				
On-site, estimated at two weeks if necessary (two people x \$5,000.00)				
				Other Costs Amount: \$10,000.00
<b>Total "Not To Exceed" Amount for 2 EXAMS:</b>				<b>\$169,750.00</b>

<b>Proposed Budget - Three (3) EXAMS</b>				
Staff	Project Role	Proposed Hours	Hourly Rate	Proposed Budget
Holly Blanchard	Project Manager	100	\$130.00	\$13,000.00

Cynthia Fitzgerald	Examiner-in-charge	125	\$125.00	\$15,625.00
Tammy Gavin/Kim Hewitt	Examiner	200	\$120.00	\$24,000.00
Michael Morrissey	IT Examiner	50	\$135.00	\$6,750.00
Total Hours:		475	Sub-Total:	\$59,375.00
Other Costs Description:				
On-site, estimated at two weeks if necessary (two people x \$5,000.00)				
Other Costs Amount:				\$10,000.00
Total "Not To Exceed" Amount for 3 EXAMS:				\$239,125.00

Proposed Budget - Four (4) EXAMS				
Staff	Project Role	Proposed Hours	Hourly Rate	Proposed Budget
Holly Blanchard	Project Manager	75	\$130.00	\$9,750.00
Angela Eastman	Examiner-in-charge	125	\$125.00	\$15,625.00
Leslie Krier	Examiner	175	\$120.00	\$21,000.00
Michael Morrissey	IT Examiner	50	\$135.00	\$6,750.00
Total Hours:			Sub-Total:	\$53,125.00
Other Costs Description:				
None-This is all included in the other three examinations				
Other Costs Amount:				
Total "Not To Exceed" Amount for 4 EXAMS:				\$292,250.00

**OTHER COSTS DESCRIPTIONS:**

**PLAN OF WORK, TIMEFRAME AND DELIVERABLES:**

RIA will work directly with the State on every phase of a Market Conduct Exam, whether targeted or comprehensive, desk audit, or on-site, to determine the most effective mechanisms to proceed. We will help the State develop call letters, data calls, interrogatories and sample requirements. We will also assist the State in determining that the correct data has been presented early in the examination process to ensure the accuracy and timeliness of the examination. The examination will be performed utilizing the Interrogatories, and Templates created for the NHID and the National Association of Insurance Commissioners (NAIC) Market Regulation Handbook, particularly Chapters 16, 20 and 20a as a baseline. We will also work closely with the NHID to identify any additional information that may be necessary or beneficial for the examination. Our staff will be available at all times to answer questions for the State

and the regulated entity to ensure that the data provided meets the requirements and standards of the request.

Upon award of the contract, the Project Coordinator will immediately work with the NHID to develop timelines and prioritizing the examinations to ensure all four examinations are completed in the timeframe established by the RFP. Based on these timelines, the EIC will create a draft call letter for the first company examination, and will begin building the TeamMate project so that the examination team can begin work immediately upon receipt of the requested information. Once the State has reviewed and approved the call letter, the EIC will send it to the appropriate contact person at the company. Within two business days of sending the call letter, we call the company to ensure that they received the call letter and to obtain any additional contact information necessary. Once it has been established that the issuer has the call letter, we will schedule a follow-up call within three business days with the issuer and the regulator's entire team to discuss the scope of work and the deliverables. The Project Coordinator, EIC and Senior Examiner as well as the appropriate State personnel should be on this call. During the call, we will explain in detail the expectations of the examination, the requested data, and timelines. The call will be documented in a follow-up e-mail ensuring all parties are on the same page. Within three (3) business days following the initial call, we will send the interrogatories, and any additional data calls. These interrogatories and data calls will be created in a comprehensive, concise manner to ensure the company thoroughly understands the request. The EIC will follow-up with the company upon receipt of the interrogatories and data calls to ensure that all questions are answered and that the appropriate personnel are working on obtaining the information. The information will be due within the statutory timelines. The EIC and our examiners will begin reviewing any information immediately upon receipt to ensure data validity and consistency. Any information that is not appropriate, or needs clarification will be sent back to the company for correction. We will ensure that any information that is received that is accurate and complete will begin to be reviewed. All information received will be entered into TeamMate and mapped accordingly. The examiners will perform a comprehensive review on all of the information received, and will meticulously document any concerns through an Request for Information (RFI) log and summary. The Senior Examiner will review all RFI's to ensure a valid concern exists. The Senior Examiner will report findings to the EIC who will consistently update a draft report as findings are determined to expedite the timing of the final report. All steps of the process will be documented to provide a training manual for the State to utilize in the future. If multiple targeted examinations are presented, we will assign staff to work the examinations simultaneously, or if the examinations are completed concurrently, we anticipate that each team will complete the examination for each company within two months, so that they can begin on the next company.

If the NHID determines that targeted examinations will be completed on multiple carriers, RIA will have a team of two to three examiners available to perform each

examination requested, allowing simultaneous reviews of up to four entities. Additional examiners will be available if it is determined that additional resources are needed. Our teams of experts will also closely communicate with the NHID and each other to ensure that market trends among multiple carriers are identified and discussed.

Our team(s) will review all information available regarding the regulated entity to ensure a thorough understanding of the business practices and market penetration.

RIA will also assist with review of the data once it is received and will include the examination of the affairs, transactions, business, accounts, records, documents, and files of insurers or other entities/persons regulated by the State. The examinations will be conducted in accordance with the standards and guidelines established by the NAIC and the State, taking into consideration any additional information requested or required by the State.

Close communication with the State and regulated entity will be quintessential. The State will be kept apprised of all steps and developments throughout the examination process. A weekly status update will be sent advising progress, hours spent, concerns and time left. Additionally, our Examiner-in-Charge (EIC) will serve as the point of contact for the State and the regulated entity, and will respond to all questions within 24 hours.

The EIC will assist in the preparation and completion of a detailed examination report for each entity examined. All necessary information will be provided to the EIC to assist with the preparation and complete report on the regulated entity. This information will be comprehensive, accurate and cataloged to ensure that the most current version is utilized. The EIC and State will have access to all work papers and documentation to aide in understanding the findings and recommendations, and completing a comprehensive, detailed report. All aspects of the examination will be clearly documented for recreation of the process, concerns and arrival at any determination. All work papers and documentation will be presented to the State at the end of each examination on a preferred media source (CD, Flash Drive, etc) for file.

The EIC and any additional RIA staff will be available to testify at hearings when necessary and required.

RIA's approach, in summary, is:

- Meet with the Department contact person to obtain a clear understanding of our role and scope with respect to the examination (s) and determine the scope of the examination based on the Departments input;
- Review existing (past and ongoing) examination work papers, opinions, reports, NAIC Information (i.e. Profile reports) etc. regarding the Company;

- Obtain and review information in order to gain an understanding of the Company and corporate structure and its processes. These documents should include the following:
  - i. Description of the structure of the Company
  - ii. Board and Audit Committee Minutes
  - iii. Evaluate quality of the Board of Directors
  - iv. Reporting function of management to the Board
- Meet with the Company's identified staff and other key personnel to discuss matters pertinent to the examination and answer any questions regarding the data request created with the standards and guidelines outlined in the NAIC Market Regulation Handbook;
- Identify key activities and sub-activities;
- Determine the prospective risks of the Company;
- Create data calls, interrogatories and samples;
- Assist with all levels of the Market Conduct Examination, when requested;
- Be available at all times to answer questions or provide clarification;
- Assist with all report creations and developments;
- Provide pertinent information to the Department timely and consistently; and
- Assist in any additional measures identified or requested by the Department.

## REFERENCES

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

Bruce Ramge  
 Director  
 Nebraska Department of Insurance  
 Phone: 402-471-2201  
 Email: [Bruce.ramge@nebraska.gov](mailto:Bruce.ramge@nebraska.gov)

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

Edwin Pugsley  
 Chief of Market Conduct  
 New Hampshire Department of Insurance  
 Phone: (603) 271-2261



Email: [Edwin.pugsley@ins.nh.gov](mailto:Edwin.pugsley@ins.nh.gov)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Additional references can be provided upon request.

**RESUMES**

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

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

Current

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

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

2013-2015

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

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

2005 - 2013

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

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

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

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

## **EDUCATION**

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

## **PROFESSIONAL AFFILIATIONS**

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

## **PROFESSIONAL CREDENTIALS**

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

- Market Conduct Management (MCM)

#### **PRESENTATIONS AND TRAINING**

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

**CYNTHIA FITZGERALD, AIRC, CIE, MCM, ACS, AIAA, CICS, CFE (fraud), PAHM**  
**Contract Market Conduct Examiner & Examiner-in-Charge & Supervisor**

## **PROFESSIONAL EXPERIENCE**

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I have over 22 years of combined experience in financial services and financial regulatory compliance. I have worked in various capacities in the private sector including insurance operations, sales & marketing and compliance. I have also worked in state government financial services regulation in market conduct examinations and investigations.

2014 – Present **Rock Lake Business Consulting, LLC – (owner)**

Market Conduct Contract Examiner & Examiner-in-Charge & Supervisor – contracts with various firms

- **Market Conduct Examinations:** Participate on market conduct examinations for various lines of business.

2011 - 2014 **Vermont Department of Financial Regulation, Montpelier, VT** Market Conduct Examiner / Securities Examiner

- **Market Conduct Examinations:** Conducted examinations involving financial services companies and insurers to ensure compliance with Vermont Law.
- **Insurance Division Investigations:** Conducted detailed investigations regarding producer and company complaints to determine violations of Vermont Law. Testified in legal proceedings when deemed necessary by the General Counsel.
- **Securities Examinations:** Conducted detailed examinations of broker-dealers and investment advisors under the jurisdiction of the State of Vermont. Reviewed applications for investment advisors wishing to establish in the State of Vermont.

- **Securities Division Investigations:** Conducted detailed investigations of broker-dealers, registered representatives and investment advisors to ensure compliance with the Vermont Uniform Securities Act. Testified in legal proceedings when deemed necessary by the General Counsel.

1994 –  
2011

**National Life Group** Montpelier, VT

National Life Insurance & Sentinel Investments Professional

- **National Life Insurance Market Development Consultant:** Directed sales and marketing initiatives for life and annuity distribution. Managed design, delivery and compliance of distribution marketing concepts and training. Developed new agent on-boarding process and developed distribution partnership relationships. Project manager for life and annuity operations, sales & marketing and CRM processes.
- **Sentinel Investments Vice President of National Accounts:** Initiated and implemented Sentinel Investment's first National Accounts concept and strategy. Negotiated financial services distribution and revenue sharing agreements. National accounts representative to corporate mergers and acquisition team.



## RECENT EXAMINATION EXPERIENCE

Recent Exam Experience (TYPE)	Risk Focused Y or N	Role	Multi-State Y	As of Date
Comparative Negligence – Auto	Y	Examiner	N	01/2014
Property & Casualty	Y	Examiner	N	04/2015
Annuity Suitability	Y	Examiner	N	12/2014
Life Company	Y	Examiner	N	08/2014
Health Care Company	Y	Examiner	N	04/2014
Health Care Company	Y	Examiner	N	08/2014
Health Care Company	N	Examiner	N	05/2015
Health Care Company	N	Examiner	N	09/2015
Travel Insurance Companies	N	Examiner	Y	04/2016
Health Care Company	Y	Examiner-in-Charge	N	08/2016
Health Care Company	N	Examiner-in-Charge	N	02/2017
Life & Annuity Company	N	Supervisor	N	02/2017
Health Care Company	N	Supervisor	N	02/2017

## EDUCATION

- Bachelor of Science, Business Administration focus – Woodbury College (now Champlain College) Burlington, Vermont
- Graduate Vermont Leadership Institute – University of Vermont, Burlington, Vermont

## **PROFESSIONAL AFFILIATIONS**

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- Association of Certified Fraud Examiners
- Insurance Regulatory Examiners Society
- America's Health Insurance Plans

## **PROFESSIONAL CREDENTIALS**

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- Certified Fraud Examiner - CFE
- Certified Insurance Examiner - CIE
- Professional, Academy for Healthcare Management - PAHM
- Associate Insurance Regulatory Compliance - AIRC
- Market Conduct Management - MCM
- Certified Insurance Customer Service Representative - CICSRR
- Associate Insurance Agency Administration - AIAA
- Associate Customer Service - ACS
- Fellow Life Management Institute Level 1 Certificate
- Former FINRA Series 7, 26 & 63

## Angela Margherite Eastman, J.D., LL.M., MCM

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2438 Calais Drive • Longmont • Colorado 80504  
(802) 598-3076 • [aeastman.marketconduct@yahoo.com](mailto:aeastman.marketconduct@yahoo.com)

**The INS Companies, Philadelphia, PA**

*Examiner-in-Charge, April 2017 – July 2017*

*Contract Market Conduct Examiner, January 2016 – March 2017*

- Primary responsibilities as market conduct examiner include examination of insurance companies for compliance with state insurance laws and regulations, as well as applicable federal regulations and code.
- Specific market conduct examination project assignments in health care insurance due to particular knowledge and subject matter expertise regarding the Patient Protection and Affordable Care Act ("PPACA"), state-based and federally facilitated marketplaces ("FFMs"), and the Centers for Medicare and Medicaid Services ("CMS").
- Affordable Health Care market conduct exams include essential health benefits, autism, mental health parity, substance use disorder, pharmacy, women's health, appeals (complaints, grievances and external reviews) and utilization sample file review, as well as policy and procedure review for utilization management, complaint handling, business and operations, provider credentialing, network adequacy, quality assessment and improvement, and utilization review.
- Expertise in several company systems for pharmacy, claims adjudication and utilization/case management.
- Sophisticated legal understanding of the PPACA and its application to individual, small group and large group products.
- Extensive research and understanding of non-quantitative treatment limitations (NQTLs) and quantitative treatment limitations (QTLs), the Milliman Report, and the Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA) as related to mental health and substance use disorder benefits (e.g., med-surg/mental health benefits and parity).
- Review and analysis of drug formularies, including AIDS/HIV drug therapy, for discriminatory practices.

**Eastman, Law + Dispute Resolution, South Burlington, VT**

*Owner, Attorney and Mediator, December 2010 – March 2016*

### **Transactional Experience**

- Regulatory compliance legal work included consumer protection and quality requirements for managed care organizations, licensing requirements for mental health review agents, independent external review of health care service decisions, claims procession and fair contract standards, access to records and records shield, tiered products, fee structures, schedules and payment incentives, and arbitration appeals.
- Provided legal counsel regarding the inclusion and delivery of ACA essential health benefits in Vermont state-based marketplace exchange products, the implementation and delivery of exchange products, premium qualification and assistance, and assisted marketplace consumers with appeals.

### **Litigation Experience**

- Researched and drafted pleadings, motions, trial and legal briefs, and memoranda of law for proceedings in Civil, Probate, Family and Juvenile Divisions in the Vermont Superior Court.
- Active trial/litigation practice included all aspects of discovery including, but not limited to serving and answering interrogatories, taking and defending depositions, complex motion practice and evidentiary hearings, and trials in state Family and Juvenile Divisions.
- Niche litigation practice area in domestic violence and sexual violence civil matters; formerly contracted Legal Assistance for Victims ("LAV") federal grant attorney for the Vermont Network Against Domestic and Sexual Violence.
- Researched and drafted appellate briefs and argued appellate matters before the Vermont Supreme Court on behalf of appellants and appellees.

## Angela Margherite Eastman, J.D., LL.M., MCM

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### Alternative Dispute Resolution Experience

- Experienced mediator in complex civil litigation matters.
- Selected by the Vermont Judiciary to serve as a mediator for the Vermont Superior Court Family Mediation Program.
- Negotiated settlement outcomes in many litigated cases.
- Facilitator and coach for onsite employment (employer-employee) disputes.

### Management, Leadership and Training

- Supervised and oversaw interns and contract workers at Eastman Law + Dispute Resolution including, but not limited to the delegation of work, reviews, and the facilitation of team meetings and collaborative work practices.
- Thoughtful and precise client management, whereupon the client's ultimate goal(s) and wellbeing were primary considerations.
- Efficient and effective operation and management of Eastman Law + Dispute Resolution as a small business, which resulted in a profitable, sustainable, highly ethical and client-centric law practice, and positive work environment.
- Offered business development, strategic marketing and project management services to entrepreneurs and small business owners starting new businesses, particularly attorneys establishing small practices.
- Designed an in-house internship-mentorship program at Eastman Law for law students and senior undergraduate students interested in the practice of law, small practice ownership and community leadership/engagement; an active mentor and supervisor for full-time and part-time office interns.
- Attended the National Institute for Trial Advocacy (NITA) three-day Deposition Skills program in Berkeley, California (October 2012).
- Attended the National Institute for Trial Advocacy (NITA) six-day Trial Skills program in Seattle, Washington (August 2011).

### Saint Michael's College, Colchester, VT

*Adjunct Professor, August 2010 – December 2010*

- Instructor of Business Ethics for the Saint Michael's College Graduate Business (MSA) program.
- Designed curriculum to include both theory and practice related to ethics, values and socioeconomics in the United States, and various business structures in the United States.
- Coursework included weekly readings, journaling and classroom lectures, online discussion threads to supplement and complement classroom lectures, two reflection papers, a final paper, group work and problem solving, and final group presentations utilizing classroom technology.

### BlueCross BlueShield of Vermont (BCBSVT), Berlin, VT

*Contract Counsel, March 2009 – July 2010*

- Regulatory compliance responsibilities for Rule H-2009-03 governing consumer protection and quality requirements for managed care organizations promulgated by the Vermont Department of Banking Insurance, Securities and Health Care Administration, Division of Health Care Administration. Regulatory compliance measures for "Rule H" included designing termination protocol with adequate notice for the state and BCBSVT customers, adequately and clearly addressing emergency and urgent services, and focusing on chronic care, credentialing, quality improvement, quality management, appeals and grievances, and utilization management strengths and areas of improvement.
- Regulatory compliance responsibilities for 18 V.S.A. § 9418c: Claims Processing and Fair Contract Standards, which was new legislation passed during my time at BCBSVT. Regulatory compliance measures included creating new contract summary disclosure pages for all contracts; streamlining all contract templates; ensuring that all fees, codes and modifiers were easily accessible in one place per statute (e.g., online manual or CD rom); ensuring that all contract and health care terms were easily accessible in one place (e.g., online manual); outreach to all internal departments, third-party vendors and executive staff regarding 18 V.S.A. § 9418c responsibilities and liabilities; and creating appropriate dispute resolution mechanisms for certain grievances.

## Angela Margherite Eastman, J.D., LL.M., MCM

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- Drafted contracts between BCBSVT and tertiary and community healthcare facilities and physician hospital organizations ("PHOs").
- Updated contract templates to include state and federally mandated language and provisions.
- Legal advisor and member of the in-house BCBSVT Fraud, Waste and Abuse Committee focused on terminating contracts due to provider bad action(s), and negotiated settlement agreements between BCBSVT and bad actors/providers.
- Legal advisor and member of the internal BCBSVT Blueprint for Health committee focused on providing preventive health care for Vermonters in order to reduce healthcare costs.
- Negotiated medical reimbursement terms and general contract terms with healthcare facilities, PHOs and medical providers in VT and NH based upon forensic review of billed codes, trends and the needs of BCBSVT customers.
- Analyzed data and generated data charts, spreadsheets and graphs related to all lines of business, volume, medical services, discounts and cost shifts in order to identify cost savings opportunities.

### EDUCATION

#### **Master of Laws (LL.M.), Alternative Dispute Resolution**

Pepperdine University School of Law: Straus Institute for Dispute Resolution, Malibu, CA May 2008

- Recipient of the 2007-2008 Straus Legal Research and Writing Fellowship for Professor Thomas Stipanowich.
- Thesis topic: *Regulating Negotiation: Why More Bright Line Rules Prescribing Ethical Behavior Do Not Exist Within the Area of Legal Negotiation.*

#### **Juris Doctor**

Vermont Law School, South Royalton, VT May 2007

- Recipient of the 2006 Zander Rubin Public Interest Fellowship.
- General Practice Program – selected for the General Practice Program (GPP) that teaches substantive law through simulations and transactions in Mediation, Domestic Relations, Real Estate, Environmental Law, Bankruptcy, Estate Planning, and School Law; awarded GPP certificate upon successful completion of the four-semester program.
- Vermont Law School Mediation Project – provided mediation services for Vermont and New Hampshire state courthouses as well as Vermont Law School students, faculty, and staff.
- Negotiations and Client Counseling Board – participated in interscholastic negotiation and client counseling competitions, and coached team members.

#### **Bachelor of Arts, Sociology, Minor in Socio-Cultural Anthropology**

McGill University, Montreal, Quebec, Canada June 2004

### CERTIFICATIONS

#### **Market Conduct Management Designation**

Insurance Regulatory Examiners Society, San Diego/La Jolla, CA April 2015

#### **Advanced Certificate in Project Management**

University of Vermont: School of Business Administration, Burlington, VT January 2015

#### **Professional Certificate in Project Management Essentials**

University of Vermont: School of Business Administration, Burlington, VT December 2014

#### **Professional Certificate in Leadership and Management**

University of Vermont: School of Business Administration, Burlington, VT May 2013

#### **EQ-i 2.0 (Emotional Intelligence) Certification**

Leadership Performance Systems, Inc. by Roger R. Pearman, Burlington, VT May 2012

## Angela Margherite Eastman, J.D., LL.M., MCM

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### COMMUNITY ENGAGEMENT AND LEADERSHIP

- *Graduate '13*, Leadership Champlain (Lake Champlain Regional Chamber of Commerce), Burlington, VT
- *Fellow '12*, Vermont Leadership Institute (Snelling Center for Government), Shelburne, VT

### BAR ADMISSION AND PROFESSIONAL AFFILIATIONS

- United States District Court for the District of Vermont bar admission, March 2010
- State of Vermont bar admission, June 2009
- Vermont Bar Association
- Insurance Regulatory Examiners Society

**LESLIE KRIER**

**Summary**

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

**Accomplishments**

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

**Experience**

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

**Market Conduct Oversight Manager October 2007 – May 2016**

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

**Chief Market Conduct Examiner October 1994 to October 2007**

- Senior examiner conducting health and life/annuity examinations of nationally significant companies doing business in WA.
- Implemented ACL for standardization of exam samples and wrote examination standards for health and life/annuity exams to standardize the examination process.

- Promoted to Chief Market Conduct Examiner responsible for all lines of insurance. Developed the examination staff from three to seven examiners, increased the number of exams per year from three to seven and created a desk audit examination process to reduce costs for exams.
- Implemented market analysis programs and the use of market conduct annual statement collection in WA.
- Various Life and Annuity Companies September 1972 to Oct 1994

#### **Education**

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



**Kimberlee Ann Hewitt, CIE, AMCM**

10 Spring Hollow Lane  
Clancy, MT 59634  
406-933-5369 (home)  
406-459-2960 (cell)  
[10springhollow@msn.com](mailto:10springhollow@msn.com)

**EMPLOYMENT HISTORY – DUTIES AND EXPERIENCE**

**4/1/2016 to current: A2Z Staffing  
Part Time Temporary Position  
Compliance  
New West Health Services  
130 Neill Ave.  
Helena, MT 59601**

**8/24/2009 to 1/22/2016: Montana State Auditor's Office (CSI)  
840 Helena Ave. Helena, MT 59601  
Commissioner of Insurance and Securities  
Market Conduct Examiner**

- Conducted all aspects of market conduct examinations on insurers, health service corporations and RRGs domiciled in Montana in accordance with the NAIC Market Conduct Handbook
- Conducted targeted market conduct examinations on foreign insurers doing business in Montana
- Conducted market regulation investigations involving insurers and producers
- Responsible for writing market conduct examination reports
- Acted as agency contact for NAIC Market Conduct Annual Statement submissions
- Conducted market analysis utilizing NAIC systems
- Prepared and communicated recommendations for Regulatory Continuum actions
- Prepared and communicated legislative recommendations

**8/2008 - 5/2009: Tamarack Management Inc. for International Heart Institute's  
Satellite office in Helena, MT  
301 Saddle Drive Helena, MT 59601  
Scheduler/Receptionist/Administrative Assistant**

- Responsible for routing all in-coming correspondence via phone & fax
- Scheduled patient appointments either directly with existing patient or on a referral basis from primary care physicians
- Compiled and input patient registration information
- Receipted and maintained an accounting of patient payments
- Prepared and delivered bank deposits
- Organized patient charts for upcoming appointments
- Faxed, mailed and filed post-appointment dictation to primary care physicians and specialists

- Handled requests for medical records information in compliance with Federal privacy guidelines
- Assisted in "scrubbing tickets" which required a basic understanding of CPT codes and modifiers

The organization was unable to staff the location with a full time interventional cardiologist. This led to a reduction in hours and inconsistency of work schedule. I resigned the position in order to concentrate on finding employment more compatible with my education and experience. This satellite office was closed several months after I resigned my position.

**10/1994 - 2/2006: Montana State Auditors Office (CSI)  
840 Helena Ave. Helena, MT 59601  
Commissioner of Insurance and Securities  
Policyholder Services Bureau - Compliance Specialist**

- Provided technical assistance and direction to consumers, agents, adjusters, internal support staff, claimant and plaintiff attorneys, staff attorneys, service providers, legislators and other governmental agencies regarding diverse insurance concerns
- Investigated and responded to public inquiries and consumer complaints which were determined by myself or appropriate support staff to be within the scope and authority of the State Auditor's Office. This involved gathering information through written correspondence and/or oral interviews and providing a timely and understandable reply based in fact and law
- Served as a public contact for the State Auditor's Office relating to complaint resolution for the Consumer Affairs Office of the State of Montana, The Montana Department of Labor and Industry & The Montana Department of Transportation
- Possess broad knowledge of insurance terminology, insurance product and contract provisions, claims, underwriting and marketing practices
- Engaged in dispute resolution and mediation to settle individual consumer complaints. This required knowledge of current and ever-changing case law; the ability to research, interpret and apply case and statutory law such as Montana Code Annotated, Titles 27, 28, 33 and 61, applicable Federal laws such as ERISA, HIPAA and COBRA and Administrative Rules of Montana in order to identify and negotiate appropriate remedies, suggest compromise solutions and propose terms for out-of-court settlements between consumers and insurers
- Determined when the SAO was unable to be of further assistance beyond responding to an inquiry or when a complaint file should be closed; prepared correspondence to inform concerned parties of the decision and advised of the remedies remaining to them in the event the decision was adverse to their position without discouraging a consumer from seeking future assistance from the SAO in the event they encountered a different insurance related need or issue
- Prepared, organized and maintained complaint files, documented file activities, recommended actions, prepared evidentiary reports for referral, with recommendations to fraud or legal divisions within the department
- Entered appropriate information and coding into the SAO complaint database
- Provided assistance in the formation of content and compilation for various Consumer Guides to Insurance
- Recommended and assisted in the drafting of proposed legislation and provided agency support to legislative committees and administrative boards such as the Board of Realty Regulation

- Provided advise to the Montana Department of Administration upon their request in regard to wording used in their requests for Certificates of Insurance and the scope of the coverage afforded by provisions of the insurance contracts held by entities contracting with the State of Montana
- Participated in on-site and targeted off-site market conduct examinations of insurance companies involving both underwriting and claims operations/practices in an effort to ensure compliance with Montana Law
- Assisted SAO legal staff in preparation for administrative hearings
- Engaged in mediation with insurance company representatives, their outside and corporate legal council, SAO legal staff and contracted mediators to resolve post hearing disputes and reach settlement agreements on administrative actions resulting from target market conduct examinations
- Identified and illustrated the severity and impact of insurance company practices by comparing the number of complaints to the amount of premium written by the insurer for the line of business in the state and comparing it to that of other insurers; in effect creating a type of complaint ratio before the NAIC had developed such a program
- Engaged in public speaking on behalf of the State Auditors office to diverse interest and age groups on a variety of insurance related topics

#### **ABILITIES AND ATTRIBUTES**

- **Communication skills**
- **Self motivated**
- **Ability to work independently**
- **Maintain a sense of humor under stressful conditions**
- **Understand and appreciate opposing views**
- **Flexibility**
- **Reliability**
- **Professionalism**

#### **EDUCATION**

- **Graduate of Helena High School – member of National Honor Society**
- **Attended Montana State University – Bozeman, MT**
- **Continuing Education Course of Study as follows:**

#### **ACHIEVEMENTS**

- **First (and only staff member to date) within the Montana State Auditor's Office to achieve CIE designation.**
- **Appeared as a presenter at the request of NAIC at the 2014 E-Reg conference on the panels covering "A Discussion of the Market Regulation Handbook" and "How the ACA is Changing Market Regulation"**
- **Recipient of the Governor's Award of Excellence in 1999 as a member of the State Auditors Office Policyholder Services team**
- **Assisted the Montana Transportation Partnership, a program developed by the Montana Center on Disabilities through Montana State University Billings' College of Education and Human Services Division, in cooperation with representatives of the Department of Transportation by addressing insurance availability and affordability issues at sponsored workshops**
- **Past President of Soroptimist International of Helena**

- Served multiple terms on the Board of Directors for both the Forest Park Estates and Blue Sky Heights Water Users Associations
- The multitude of Thank You letters received during my employment with the Policyholder Services Department from consumers, agents, government officials, attorneys and industry personnel.

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

**EXPERIENCE**

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

2016 - Current **Regulatory Insurance Advisors, LLC** Lincoln, NE  
Contract Examiner

- Provide administrative assistance, assist with the creation, editing, and submission of several requests for proposals (RFPs). Provide regulatory expertise on Insurance Related matters to team.

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

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

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

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

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

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

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

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

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

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

## **EDUCATION**

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

## **PROFESSIONAL AFFILIATIONS**

Insurance Regulatory Examiners Society

## **PROFESSIONAL CREDENTIALS**

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

## Tammy Gavin

Address: 1010 Deer Run, East Norriton, PA 19403

Phone: 215-694-8443

Email: tgavin2007@comcast.net

### PROFESSIONAL EXPERIENCE

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Tammy Gavin has over fifteen years of experience in both the public and private sectors of accounting. Tammy specializes in serving clients in the insurance and reinsurance industries. Her experience includes: insurance regulatory examinations (financial and market conduct), financial reporting (statutory and GAAP) and internal audit including Sarbanes-Oxley 404. Tammy has experience in various insurance lines including: property and casualty, accident and health, Health Maintenance Organizations and workers' compensation. Tammy also has experience in completing personal and small business tax returns.

2013 – Present **GAVIN ACCOUNTING SERVICES, LLC**, Eagleville PA

Tax preparation services for personal and small business returns. Responsibilities included but not limited to meeting with clients, contacting clients with questions on documentation, making recommendations, researching tax topics, packaging returns, etc.

2009 – Present **T GAVIN CONSULTING, LLC**, Eagleville, PA

Independent consultant specializing in accounting processes in the insurance industry.

- **Contract Insurance Examiner:**

Financial examinations: Assisting the examiner-in-charge in the completion of examination objectives set forth in the established audit plan in accordance with the risk focused examination guidelines outlined in the National Association of Insurance Commissioners Financial Condition Handbook.

Market Conduct examinations: Assisting the examiner-in-charge in completing test procedures in accordance with the National Association of Insurance Commissioners Market Regulation Handbook.

Clients:

- Examination Resources, LLC: (October 2009 – Present) Combination of financial examinations and market conduct examinations.
- R&Q Solutions LLC: (September 2012 – January 2013) Financial examinations only.
- Bostick/Crawford Consulting Group, LLC: (October 2011 – May 2012) Financial Examinations only.
- Fetch, Inc: (June 2009-April 2010) Part-time controller for a start-up property and casualty managing general agent specializing in pet insurance. Responsibilities included: maintenance of the general ledger for two companies, development of monthly management reporting process, development and implementation of accounting processes and supervising accounting staff.

2000 – 2009 **SMART BUSINESS ADVISORY AND CONSULTING, LLC**, Devon, PA Manager, Insurance Services Practice

- **UnitedHealth Group:** Outsourced statutory accountant providing accounting services for a small health maintenance organization entity within the insurance group.
- **Nuclear Electric Insurance Limited:** Outsourced internal audit manager for a large specialty property captive insurer. Project management of operational internal audits.
- **ARI Insurance Group:** Outsourced internal audit project manager for a small property and casualty insurer specializing in commercial automobile insurance. Responsible for both operational and IT internal audits.

- **Philadelphia Insurance Companies:** Outsourced manager for large Sarbanes-Oxley 404 compliance project for a publically traded property and casualty insurer for personal and commercial lines.
- **American Independent Insurance Group:** On-site manager for a complex GAAP consolidated and statutory financial reporting audit for a mid-size property and casualty insurance group.
- **Various miscellaneous consulting projects.**

## **EDUCATION**

- Bachelor of Business Administration from the University of Pennsylvania, The Wharton School, Philadelphia, PA, with a concentration in Accounting.

## **PROFESSIONAL AFFILIATIONS**

- National Association of Tax Professionals

## **PROFESSIONAL CREDENTIALS**

- Annual Filing Season Program Certification from the Internal Revenue Service.
- MCM Certification from the Insurance Regulatory Examiners Society.
- Associate in Reinsurance (ARe) American Institute for Chartered Property Casualty Underwriters.



**WILLIAM J. NOLD, ESQ**  
8000 John Davis Drive, Unit 1010  
(502) 817-7222 billnold@gmail.com

**PROFESSIONAL EXPERIENCE**

**Professionally Retired**  
**Frankfort, Kentucky**

**2016 to Present**

Professionally retired since February 2016. Maintains license to practice law in the Commonwealth of Kentucky and admitted to practice before various Courts, including the Supreme Court of the United States all as stated below. Have been traveling and pursuing personal interests including woodworking, other hobbies and spending time with friends, children and grandchildren.

**Dataskills, a subsidiary of NTT**  
**DATA, Inc.**  
**One Hundred City Square**  
**Boston, MA 02129 and**  
**Frankfort, Kentucky**

**2014 to 2016**

From December 2014 to February 2016 served as HBE Systems Architect for the Commonwealth of Kentucky providing technical oversight, policy and general legal advice to the Executive Director of Kentucky's Health Benefit Exchange known as kynect. Responsibilities included working directly with insurance agents and kynectors having technical issues with kynect. Assisted in the development of training programs for insurance agents to effectuate a new agent portal. Also worked directly with the directors and staff of the Divisions of Health Care Policy Administration, Education and Outreach and Kentucky Access. The Division of Health Care Policy Administration is responsible for the certification of qualified health plans, overseeing legislative and regulatory efforts related to kynect, consumer complaints and appeals. Worked directly with consumers and members of the agent community having technical issues. Carried out training for insurance agents and kynectors at locations throughout the Commonwealth.

Provided input to system design and general oversight of the IT systems being developed by outside vendors, including Deloitte, to assure compliance with legal and contractual requirements.

**Commonwealth of Kentucky**  
**Cabinet for Health and Family Services**  
**Kentucky Health Benefit Exchange**  
**Frankfort, Kentucky**

**2012 to 2014**

From September 2012 to August 2014 served as Deputy Executive Director and Policy Advisor to Kentucky's Health Benefit Exchange. Was directly involved in all aspects of the implementation of Kentucky's Health Benefit Exchange. Responsibilities included oversight of the IT systems being developed by outside vendors, including Deloitte, to assure compliance with legal and contractual requirements. Made numerous public and private presentations to national and regional groups (National Tax Association, National Governors Association, Robert Wood Johnson Foundation, Families USA, National Academy for State Health Policy, and others) concerning the development of kynect as a state-based exchange.

Developed and provided training for insurance agents which was approved for Continuing Education (CE) credits.

Testified before the United States Senate, Committee on Small Business and Entrepreneurship regarding the Commonwealth's positive experience with the implementation of the ACA and SHOP.

**Commonwealth of Kentucky  
Office of Legal Services,  
Insurance Division and  
Department of Insurance  
Health and Life Division  
Frankfort and Louisville, Kentucky**

**2001 to 2012**

**From 2001 to 2004** served as Staff Attorney representing the Executive Director of the Office of Insurance in numerous litigation matters. Provided legal advice to various divisions within the Office of Insurance including the Consumer Protection and Education Division, the Health Insurance Policy and Managed Care Division and the Kentucky Access Division. Participated in the drafting of statutes and regulations relating to insurance and more specifically to health benefit plans. Served as Privacy Officer for the Office of Insurance and drafted all policies and procedures required by the HIPAA Privacy Rules. Served as co-counsel in the representation of Commissioner Janie Miller before the United States Supreme Court in the matter of *Kentucky Ass'n of Health Plans, Inc. v. Miller*, 538 U.S. 329 (2003). Served as facilitator for a public hearing called by Commissioner Miller regarding medical malpractice insurance in Kentucky. Served as Hearing Officer in a number of cases as assigned. Made presentations on behalf of the Office of Insurance and the U.S. Department of Labor to various groups relating to Kentucky's "Prompt Pay" statutes and Kentucky's privacy laws.

**From 2004 to 2008** served as the on-site representative of the Executive Director and Rehabilitator of AIK Comp (a group self-insurance fund). Provided legal advice to the Rehabilitator and the Special Deputy Rehabilitators on the day-to-day operations of AIK Comp. Assisted in the preparation of the reorganization and assessment plans approved by the Court. Developed the court-approved policies and procedures relating to objections to assessments, the collection of assessments, payment plans and releases of liability. Provided legal advice to the Special Deputies in the adjudication of objections to the assessment. Represented the Rehabilitator before the Special Commissioner in the adjudication of individual objections filed by the assessed group members. Assisted in the preparation of reports to the Court. Appeared in the Franklin Circuit Court on numerous occasions representing the Rehabilitator. Provided assistance to outside counsel on all aspects of the rehabilitation of AIK Comp. Represented the Rehabilitator during mediations. Assisted outside counsel in the pursuit of claims on behalf of the Rehabilitator against the former officers and trustees of AIK Comp, its actuary and its auditor. Assisted outside counsel in the pursuit of claims for insurance benefits on behalf of the Rehabilitator against several excess insurance carriers. Provided legal advice on all aspects of the successful rehabilitation of AIK Comp.

**From 2008 to 2012** served as Director of the Health and Life Division within the Department of Insurance. Oversaw the review of policy forms, certificates, applications, rate filings, life settlement contracts and other forms as necessary to assure that the health and life products being offered in Kentucky meet the applicable statutory and regulatory standards. Served as Project Director of the Insurance Premium Rate Review grant awarded by CMS. Recommended and participated in drafting of changes to the health insurance statutes and regulations. Provided testimony before legislative committees relating to proposed legislation. Made presentations and attended conferences on behalf of the Department and the Commissioner.

**Domestic Relations Commissioner for Jefferson  
County and Solo Law Practice  
Louisville, Kentucky**

**1998 to 2001**

Served as Domestic Relations Commissioner for Jefferson County. Adjudicated pendent lite and post decree motions involving claims for child support, maintenance, child visitation, contempt and other family law related matters. Made recommendations to the Family Court in over 1,000 cases.

Conducted a solo practice involving litigation of personal injury and contract matters before state and federal courts. Handled numerous cases in administrative forums involving employment disputes, workers compensation and illegal discrimination. Handled various probate and estate matters including the preparation of wills and trusts.

**Mosley Clare & Townes  
Louisville, Kentucky**

**1984-1989 Associate  
1990-1998 Partner**

Conducted a general practice of civil litigation and numerous jury and bench trials involving personal injury, contracts, civil rights and family law disputes. Practice involved all aspects of litigation in both state and federal courts including appeals to the Kentucky Supreme Court and the U.S. Supreme Court. For example, represented certain of the appellants before the Supreme Court of Kentucky in the matter of *Larry Hayes v. State Property and Bldgs. Com'n*, 731 S.W. 2d 797 (1987) involving the constitutionality of legislation authorizing the Commonwealth to finance private industrial development (Toyota Plant). Represented a federal employee in the Court of Appeals for the Federal Circuit and the U.S. Supreme Court in *Department of the Navy v. Egan*, 484 U.S. 518, 108 S.Ct. 818 when his employment was terminated solely because his security clearance was revoked and where there was no evidence of misconduct or poor performance. Defended numerous workers' compensation claims brought by employees of Kentucky state government. As a partner, was involved with management responsibilities for the firm especially involving capital equipment, computer technology, and software. For two years during this period of time, also taught a course in Business Law at Bellarmine University.

**Bellarmino University  
Louisville, Kentucky**

**1994 to 1996**

Served as Associate Professor teaching classes in Business Law.

**Solo Legal Practice  
Louisville, Kentucky**

**1976 to 1984**

Conducted a solo practice involving litigation of personal injury and contract matters before state and federal courts representing both plaintiffs and defendants. Handled numerous cases in administrative forums involving employment disputes, workers compensation and illegal discrimination. Handled various probate and estate matters including the preparation of wills and trusts.

**O'Bryan & Nold  
Louisville, Kentucky**

**1974 to 1976**

Trial attorney representing clients through the Home Insurance Company and the General Accident Insurance Company in the defense of personal injury claims, workers' compensation claims, automobile accidents, product liability, and premises liability.

United States Naval Ordnance Station (NOSL)  
Engineering Department  
Louisville, Kentucky

1968 to 1974

Served as Project Engineer for major caliber naval weapon's systems. Involved with the design, overhaul, manufacture, procurement, testing, maintenance, and project management for major caliber gun and weapons' systems for the U.S. Navy.

United States Army Reserve (USAR)  
100TH DIVISION (TRAINING)  
Louisville, Kentucky

1968 to 1974

Served in the United States Army Reserve (E6) as a Light Wheeled Vehicle Mechanic Instructor

### PROFESSIONAL EDUCATION

Bellarmine College- Louisville, Kentucky  
Pre-Engineering,  
Mathematics

1963-1966

University of Kentucky- Lexington, Kentucky  
Bachelor of Science  
Mechanical  
Engineering

1966-1968

University of Louisville- Louisville, Kentucky  
Juris Doctor

1970-1974

### AWARDS, BAR MEMBERSHIP and COURTS

Designated as TOP 25 DOERS, DREAMERS AND DRIVERS of 2016 by *Government Technology Magazine*.

Licensed to practice in the Commonwealth of Kentucky from 1974 to present.

Admitted to practice before the United States District Courts for the Western and Eastern Districts of Kentucky, the United States Court of Appeals for the Sixth Circuit, the United States Court of Appeals for the Federal Circuit, and the United States Supreme Court.

# Michael T. Morrissey

4725 Ganesh Place, Durham, NC 27705 | 919-236-3230 | [michael@morrisseyconsultants.com](mailto:michael@morrisseyconsultants.com) | [www.morrisseyconsultants.com](http://www.morrisseyconsultants.com)

## PROFESSIONAL PROFILE

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

## SELECTED WORK EXPERIENCE

### Principal and Lead IT Specialist, 11-2015 to Present

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

### Managing IT Specialist, 09-2011 to 01-2015

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

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

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

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

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

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

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

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

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

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

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

**SELECTED INSURANCE EXAMINATION EXPERIENCE**

Company	Lead State	Type	As-of Date
MagMutual [ongoing]	GA	F RF	12/31/2016
CAMICO [ongoing]	CA	F RF	12/31/2015
AlphaCare	NY, multi	F RF	12/31/2015
MBIA	NY, multi	F RF	12/31/2015
Aetna	CT, multi	F RF	12/31/2015
CCIO (US Health& Human Services)	Federal	MC	Ongoing
Patrons Insurance	ME	F RF	12/31/2015
Delta Dental	ME	F RF	12/31/2015
Highmark - WV BCBS	WV	MC	12/31/2015
Great Northwest Insurance Company	MN	F RF	12/31/2014
Capitol Health - FL BCBS	FL	F RF	12/31/2014
NE Delta Dental	ME, multi	F RF	12/31/2014
Multi-company - Unclaimed Property	MN	MC	Ongoing
Ocean Harbor & Safe Harbor Insurance	FL	F RF	12/31/2013
Aetna, Inc.	GA, multi	F RF	12/31/2013
Public Service Insurance Company	NY	F RF	12/31/2013
National Integrity Insurance Company	NY	F RF	12/31/2013
California Insurance Company	CA	F RF	12/31/2012
Mississippi JUA	MI	MC/F	12/31/2012
Peach States Health Plan	GA, MI	F RF	12/31/2011
Health Care Indemnity, Inc.	CO	F RF	12/31/2011
Citizens Life Insurance Company of America	CO	F RF	12/31/2011
Casualty Corporation of America	OK	F RF	12/31/2010
Employers Insurance Company	CA	F RF	12/31/2010
PMI Mortgage Insurance Company	CA	F RF	12/31/2010
Lumbermen's Insurance Company (Kemper)	IL	F RF	12/31/2010
Rockhill Insurance Company	KS	F RF	12/31/2009
State Fund of California	CA	OR/F	12/31/2009
Anthem Blue Cross of California	CA	F RF	12/31/2009



**PROFFESIONAL REFERENCES**

Susan Bernard, Deputy Commissioner  
California Department of Insurance  
bernards@insurance.ca.gov; 415 538-4073  
45 Fremont Street, 23rd Fl., San Francisco 94105

Vanessa Leon, Director, Financial Analysis  
Maine Bureau of Insurance  
Vanessa.J.Leon@maine.gov; 207-624-8452  
#34 State House Station, Augusta, ME 04333

Rick Theisen, Assistant Executive Director  
Minnesota Joint Underwriters Association  
rick@mjua.com; 952-641-0276  
12400 Portland Ave S, Ste. 190, Burnsville, MN 55337

Doug Bartlett, Director, Examination Division  
New Hampshire Insurance Department  
douglas.bartlett@ins.nh.gov; 603 271-2261  
21 South Fruit Street, Suite 14, Concord, NH 03301

William Arfanis, Supervisor Connecticut  
Department of Insurance  
william.arfanis@ct.gov; 860 297-3912  
153 Market Street, 7th Floor, Hartford, CT 06103

Martin Fleischhacker, Assistant Commissioner  
Minnesota Department of Commerce  
martin.fleischhacker@state.mn.us; 651 539-  
1601 85 7th Place East, Saint Paul, MN 55101

Paul Steffen, Executive Director Minnesota  
Insurance Guaranty Association  
paul@mniga.com; 952 831-1908  
7600 Parklawn Ave. STE 460; Edina, MN 55435

Mark Hooker, Chief Market Conduct Examiner West  
Virginia Office of the Commissioner  
mark.hooker@wvinsurance.gov; 304 558-6279 Box  
50540/ 1124 Smith St., Charleston, WV 25305

## **EDUCATION & CERTIFICATIONS**

**MA in Regional Planning, GIS/Digital Mapping**  
University of Pennsylvania, Philadelphia, PA

**BS in Agricultural Science**  
Colorado State University, Fort Collins, CO

### **Certifications:**

**CISSP (Certified Information Systems Security Practitioner), ISC<sup>2</sup>, 2008; CISA (Certified Information Systems Auditor), ISACA, Active since 2006;**

**AES (Automated Examination Specialist), Society of Financial Examiners, 2010;**

**AMCM (Advanced Market Conduct Manager), Insurance Regulatory Examiners' Society, 2014**

### **Affiliations:**

**Insurance Regulatory Examiner Society (IRES), Member  
International Association of Insurance Receivers (IAIR), Member  
NAIC IT Examination Working Group, Interested Party  
Society of Financial Examiners (SOFE), Member, AES committee  
Information Systems Security Association (ISSA), Member**

**PIETER WILLIAMS**

**EMPLOYMENT**

Regulatory Insurance Advisors, LLC  
General Counsel & Chief Operating Officer

January 2016 – Present  
Freeport, Maine

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

Unum Group

2016

Assistant Vice President & Senior Regulatory Counsel

November 2001 – July

Portland, Maine

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

Senior Litigation Support Consultant

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

## Staff Attorney

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

O'Connell & Aronowitz, P.C.  
Associate Attorney

October 2000 – November 2001  
Plattsburgh, New York

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

State of Alaska, District Court  
Law Clerk

September 1999 – October 2000  
Anchorage, Alaska

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

## EDUCATION

University of Virginia, Darden School of Business  
Charlottesville, VA

Executive Management  
Certification  
2009

Widener University School of Law  
Wilmington, Delaware

J.D. awarded 1999  
*Top 25 percent*

State University of New York at Plattsburgh  
Plattsburgh, New York

B.A. awarded 1996  
*Magna Cum Laude*

Major: Sociology

Minor: Psychology

## PROFESSIONAL CERTIFICATIONS

Market Conduct Management (MCM)

2013

Admitted to Practice Law

2000 (NY), 2016 (ME)

## NOTABLE PRESENTATIONS

Association of Insurance Compliance Professionals (AICP) Annual Conference

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

Insurance Regulatory Examiners Society (IRES) Career Development Seminar

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

IRES Foundation Market Conduct School

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

Missouri Director's Summit 2016

- *How to Represent Your Client in Regulatory Matters*

Society of Actuaries Annual Health Meeting 2016

- *Health Regulatory Updates for Non-ACA Products*

**NOTABLE ACCOMPLISHMENTS**

IRES Board of Directors – Current

IRES Foundation Board of Directors – 2014 into 2016

*Dodd-Frank Wall Street Reform and Consumer Protection Act*

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

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

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



**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](mailto: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](mailto: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](http://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 Regulatory Insurance Advisors, 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 \$169,750. 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.

*Wally J. Blanchard*  
7/25/17

**Agreement with Regulatory Insurance Advisors, 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.

Holly L. Blanchard  
Printed Name of Contractor

7/25/17  
Date

Holly L. Blanchard  
Contractor Signature

**Agreement with Regulatory Insurance Advisors, LLC**

**2017-ECG 107**

**Market Conduct Exams**

**Exhibit C-2**

Acknowledgement of Confidentiality - NAIC Data and Data Systems

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

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

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

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

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

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

Signed this 25<sup>th</sup> day of July 2017, by

 for

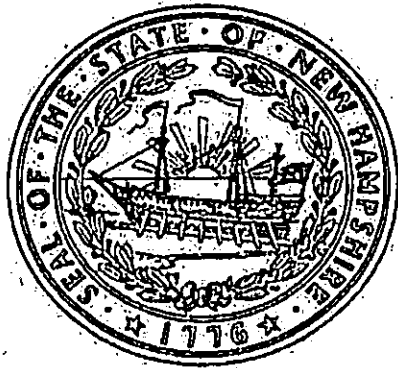
Regulatory Insurance Advisors, LLC

**State of New Hampshire**  
**Department of State**

CERTIFICATE

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

Business ID: 762179



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

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



**Limited Partnership or LLC CERTIFICATE OF AUTHORITY**

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

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

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

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

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

Date: 7/25/2017

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



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

<b>PRODUCER</b> Shawn Kreifels, State Farm Agent 570 Fallbrook Blvd, Suite 111 Lincoln, NE 68521 Agent Code: 27-8118-184	<b>CONTACT NAME:</b> Shawn Kreifels <b>PHONE (A/C, H/A, Ext):</b> 402-435-2260 <b>FAX (A/C, Ext):</b> 402-435-2248 <b>EMAIL:</b> Shawn.Kreifels.ngiv@statefarm.com <b>ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: State Farm Fire and Casualty Company</td> <td>26143</td> </tr> <tr> <td>INSURER B: State Farm Mutual Automobile Insurance Company</td> <td>26178</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAC #	INSURER A: State Farm Fire and Casualty Company	26143	INSURER B: State Farm Mutual Automobile Insurance Company	26178	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Regulatory Insurance Advisors, LLC 941 O St. Ste 726A Lincoln, NE 68508														

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

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

PER LTR	TYPE OF INSURANCE	AUTO/LEAD/RES/IND	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	97-BT-A678-6	06/01/2017	03/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E&S occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (E&S accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N	N/A			WC STATE/TORNY LIMITS <input type="checkbox"/> <input type="checkbox"/> LTD ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

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



# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

<b>PRODUCER</b> PAYCHEX INSURANCE AGENCY INC/PAC 250881 P: F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	<b>CONTACT NAME:</b> PHONE: (A/C, No, Ext):	<b>FAX:</b> (A/C, No): (888) 443-6112
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
<b>INSURER A:</b> Sentinel Ins Co LUT		11000
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 REGULATORY INSURANCE ADVISORS DBA SII ADVISORS  
 941 O ST STE 726A  
 LINCOLN NE 68508

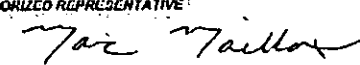
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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	SUPP INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ex occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ex accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE AGGREGATE
A	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	76 WEG 2J9082	05/13/2017	05/13/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OIL PG E.L. EACH ACCIDENT    \$1,000,000 E.L. DISEASE - EA EMPLOYEE    \$1,000,000 E.L. DISEASE - POLICY LIMIT    \$1,000,000

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

Those usual to the Insured's Operations.

<b>CERTIFICATE HOLDER</b>  FOR INFORMATIONAL PURPOSES ONLY 941 O ST STE 726A LINCOLN, NE 68508	<b>CANCELLATION</b> 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, Regulatory Insurance Advisors, LLC, in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the New Hampshire Insurance Department.

### BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

**(2) Use and Disclosure of Protected Health Information.**

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

(3) Obligations and Activities of Business Associate.

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

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

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

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

The NH Insurance Dept.  
The State  
Alexander K. Feldvebel  
Signature of Authorized Representative  
Alexander K. Feldvebel  
Name of Authorized Representative  
Deputy Commissioner  
Title of Authorized Representative  
8/2/17  
Date

Regulatory Insurance Advisors, LLC  
Regulatory Insurance Advisors, LLC  
Holly Blanchard  
Signature of Authorized Representative  
Holly Blanchard  
Holly Blanchard  
President  
Title of Authorized Representative  
7/25/2017  
Date