THE STATE OF NEW HAMPSHIRE
INSURANCE DEPARTMENT

21 South Fruit Street Suite 14
Concord, New Hampshire 03301

Christopher R. Nicolopoulos
Commissioner

David J. Bettencourt
Deputy Commissioner

April 7, 2021

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 NorthStarExams, LLC. (Vendor #352023) of Bedford, TX in the amount of $152,810.00, to provide legal and policy analysis of state and federal laws around discriminatory formulary practices, provide the Department with recommendations for formulary review best practices, and offer guidance toward implementing a tool capable of producing a simple assessment report. The contract is effective upon Governor and Council approval through August 18, 2021. The contract is 100% funded by a federal State Flexibility Grant.

The grant funding is available in the follow Account, with the authority to adjust encumbrances between fiscal years if justified, through the business supervisor:
02-24-24-24-240010-23500000

Source/Account	FY21	FY22
State Flexibility Grant -046-500464 Consultants	$110,000.00	$ 42,810.00

EXPLANATION

Before approving health plan products, a prescription drug formulary review must be performed by the NHID to ensure that discriminatory practices are not permitted. The federal requirements associated with the essential health benefits (EHBs) are under 45 CFR §156.125. New issuers must also comply with requirements of 45 CFR § 156.200 and 45 CFR § 156.225. NH RSA 420-J:7-b, RSA 415, and RSA 417:4 are statutes that cover formulary regulation in New Hampshire.

The Contractor will provide an analysis of state and federal laws around discriminatory formulary practices.

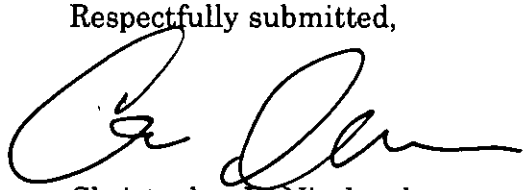
The Contractor will make recommendations for reviewing the formularies submitted to the Department for the purpose of ensuring compliance with EHB benchmarks and non-discrimination requirements.

The contractor will develop an assessment tool and assist with creating efficiencies in the review process.

The Request for Proposal was posted on the Department's website on February 19, 2021, and sent to companies doing work in this field and past bidders for other Department work. Five proposals were received. The proposals were evaluated by NHID staff familiar with the project goals using the scoring system in the RFP. After reviewing the responses, NorthStarExams, LLC proposal scored the highest and was selected by the Commissioner.

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,



Christopher R. Nicolopolous

Evaluation Committee members: **Maureen Mustard, Tyler Brannen, Jason Dexter, Michelle Heaton**

Evaluation process: **Every member reviewed and independently evaluated the bids.**
On March 17th, 2021 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 needed (25% or points)	Contractor meets qualifications and related experience (25% or points)	Description of Work Plan (20% or points)	Bid Price	Includes Optional Assistive Tool?	Cost for Contractor Time (30% or points)	TOTAL SCORE (100% or Points)	Score without $$$	NOTES
	2021 Formulary legal and policy analysis									
	Northstar Exams	25%	25%	20%	$152,810.00	Yes	23.75%	93.75%	70.00%	
	RL Carey Consulting	22%	22%	15%	$121,000.00	No	30.00%	89.00%	59.00%	
	BerryDunn	22%	20%	15%	$153,599.00	Yes	23.63%	80.63%	57.00%	
	Alvarez and Marsal	22%	20%	12%	$144,400.00	Yes	25.14%	79.14%	54.00%	
	RRC	18%	18%	12%	$153,510.00	Yes	23.65%	71.65%	48.00%	
				Lowest Bid	**$ 121,000**					

FORM NUMBER P-37 (version 12/11/2019)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 S Fruit Street, Concord NH 03301	
1.3 Contractor Name NorthStarExams, LLC		1.4 Contractor Address 2501 Wiltshire Street, Bedford TX 76021	
1.5 Contractor Phone Number (817) 939-9040	1.6 Account Number 02-24-24-24-240010-23500000-046-500464	1.7 Completion Date August 18, 2021	1.8 Price Limitation $152,810
1.9 Contracting Officer for State Agency Christopher Nicolopolous, Commissioner		1.10 State Agency Telephone Number (603) 271-2261	
1.11 Contractor Signature Date: 03/25/2021		1.12 Name and Title of Contractor Signatory Ralph Scott, Principal/Managing Member	
1.13 State Agency Signature Date: 4/5/21		1.14 Name and Title of State Agency Signatory Christopher Nicolopolous, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 4/7/21	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials RFS
Date 03/25/2021

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials RFS
Date 3/25/2021

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall; at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise

Contractor Initials RFS

Date 3/25/2021

out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials RFS
Date 3/25/2021

Contractor Initials RFS
Date 3/25/2021

STATE OF NEW HAMPSHIRE

REQUEST FOR PROPOSALS

2021–SFG 103 – Legal and Policy Analysis of Formulary Review

INTRODUCTION

The New Hampshire Insurance Department (NHID) is requesting proposals for a contractor to provide recommendations for formulary review best practices and provide legal and policy analysis of state and federal laws around discriminatory formulary practices and potentially produce an assistive tool that does not require the use of Macros and produces a simple assessment report. This contract and will expire August 18, 2021.

GENERAL INFORMATION/INSTRUCTIONS.

The Contractor will provide recommendations to the NHID for best practices for the review of formularies submitted to the Department to ensure compliance with EHB benchmarks and identify discriminatory practices. The Contractor will also provide the Department with an analysis of the state and federal laws around discriminatory formulary practices. RSA 420-J:7-b, RSA 415, and RSA 417:4 are statutes that cover formulary regulation in New Hampshire. The federal regulations pertaining to prohibition on discrimination and compliance with essential health benefits (EHBs) are found in 45 CFR §156.125, and new issuers must comply with requirements of 45 CFR § 156.200 and 45 CFR § 156.225.

The Centers for Medicare and Medicaid Services (CMS) have developed review tools that are publicly available for use by insurance companies and states to review filings that involve the use of Excel Macros. The review tools may be found here:
https://www.qhpcertification.cms.gov/s/Review%20Tools

These review tools can serve as a guide for the possible creation of a tool developed in SAS, Tableau or other program as agreed to by NHID if time permits and skills are conducive to producing a tool.

The health insurance carriers submit their formularies on a standardized template developed by CMS that is publicly available. The template may be found here:
https://www.qhpcertification.cms.gov/s/Prescription%20Drugs.

Testing the submissions of formularies typically involves:

- Data integrity;
- Unique drug counts;
- Non-discrimination cost-sharing;
- Non-discrimination category and classification of drugs;
- Identification of outliers from EHB benchmark plan;
- Identification of large numbers of drugs requiring step therapy and prior authorization; and

- Availability of covered drugs associated with ten conditions as recommended in clinical guidelines, to ensure that issuers are offering a sufficient type and number of drugs.

Contractor is not expected to evaluate carrier (or pharmacy benefit manager) compliance with state or federal laws but rather provide recommendations and analysis of laws and policy.

Deliverables include:

- Written recommendations for best practices for formulary review to determine compliance with state and federal law; and
- Written analysis of formulary laws, regulations, and policy guidance or FAQs.

Optional deliverables include:

- Efficient tool(s) that read in plan formulary(s) and produce summary findings;
- User manual to maintain and update tool(s);
- Operating procedures for using tool(s) and explanation of output produced from tool(s); and
- Training for NHID staff on use of tool and process for review.

All of the tasks specified above should be included in any proposal submitted to the NHID.

The proposal's total cost may not exceed $153,599. The not-to-exceed limit should serve as a limit for overall NHID financial exposure and also as a limit on Contractor resources dedicated to this project.

This arrangement is funded by federal grant funds and will continue through August 18, 2021, subject to legislative approval of the next biennial budget and continued access to grant funds.

Electronic proposals will be received until 4 p.m. local time on March 15, 2021, at the New Hampshire Insurance Department, 21 South Fruit Street, Suite 14, Concord, New Hampshire, 03301. Emails should be sent to maureen.a.mustard@ins.nh.gov and include in the subject line: "RFP - Legal and Policy Analysis of Formulary Review."

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

EVALUATION OF PROPOSALS

Evaluation of the submitted proposals will be accomplished as follows:

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

Officials responsible for the selection of a contractor shall ensure that the selection process accords equal opportunity and appropriate consideration to all who can meet the specifications.

Failure of the applicant to provide in its proposal all information requested in this request

for proposal may result in disqualification of the proposal.

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

(1) Specific skills needed:

a) Expertise with health insurance formularies or similar NDC level data;
b) A functional understanding of pharmacy benefits management and health insurance;
c) Expertise with public policy; and
d) Expertise in regulatory insurance law.

Optional: Expertise with SAS, Tableau, and the ability to develop a tool to assess compliance of formularies submitted.

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

(30 percent)

(2) General qualifications and related experience of the contractor. Knowledge of health insurance formularies, simple data storage systems, and health insurance law. The proposal must include a summary of experience of key personnel, including current resumes for all personnel that will be assigned to this project.

(20 percent)

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

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

(30 percent)

(4) Plan of Work. Include a description of the deliverables, timeline, and process for working with the NHID. The plan of work should include milestones and interim deliverables.

(20 percent)

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

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

Potential contractors may be interviewed by staff of the NHID.

The New Hampshire Insurance Department will accept written questions related to this RFP from prospective bidders, with a deadline of March 1, 2021. Questions should be directed to Maureen Mustard via email at Maureen.a.mustard@ins.nh.gov. Please include "RFP – Formulary Legal and Policy Analysis."

A consolidated written response to all questions will be posted on the New Hampshire Insurance Department's website (www.nh.gov/insurance) by March 3, 2021.

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

The selection of the winning proposal is anticipated by March 17, 2021, and the NHID will seek to obtain all state approvals as quickly as possible upon receipt of all required paperwork from contractor and the timing of the Governor's and Executive Counsel's meeting schedules.

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 so as not to include trade secrets, social security numbers, home addresses and other personal information.

NorthStarExams
Insurance Regulatory Consultants and Examiners

Response to:
Request for Proposal
2021–SFG 103 – Legal and Policy Analysis of Formulary Review

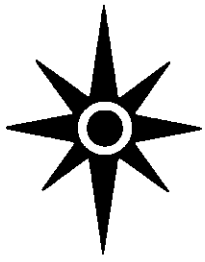
Issued By:
New Hampshire Insurance Department
21 South Fruit Street, Suite 14
Concord, New Hampshire 03301

State Contact: Maureen Mustard
maureen.a.mustard@ins.nh.gov

Submitted By:
NorthStarExams, LLC
2501 Wiltshire Street
Bedford, Texas 76021
(817) 939-9040

Vendor Contact: Ralph F. Scott, Principal
ralph.scott@northstarexams.com

Date of Proposal:
March 15, 2021



NorthStarExams
Insurance Regulatory Consultants and Examiners

March 15, 2021

Maureen Mustard
New Hampshire Insurance Department
21 South Fruit Street, Suite 14
Concord, NH 03301

Re: Response to RFP - Legal and Policy Analysis of Formulary Review

Dear Ms. Mustard,

NorthStarExams, LLC ("NSE") is pleased to submit this proposal in response to the New Hampshire Insurance Department's Request for Proposal regarding legal and policy analysis of formulary review.

NSE has a dedicated team of seasoned legal and policy experts, clinical pharmacists, and information technology ("IT") specialists with significant experience in regulatory compliance, insurance law, health law, pharmacy benefit management, health insurance formularies, and SAS and Tableau. Our team has worked on similar formulary review best practices and regulatory review projects for the States of Oregon and New York. Additionally, team members have participated in multiple ACA and MHPAEA market conduct examinations that have included pharmacy and PBM reviews in Pennsylvania, Vermont, New Hampshire, and Colorado. As a result, we are intimately familiar with the federal regulations necessary to complete this project, as well as many state statutes, bulletins, and other regulations governing pharmacy and non-discriminatory benefits, including New Hampshire-specific law.

Our multidisciplinary team consists of bright professionals who deliver outstanding work and strive for client satisfaction. We pride ourselves on developing and implementing efficient processes, delivering quality outcomes, and promoting a collaborative client relationship throughout the engagement.

Please find the following items enclosed for your consideration in vendor selection for this particular project:

- Organizational Information and Capabilities
- Team Member Biographies and Resumes
- Budget
- Plan of Work
- Relevant References
- Conflict of Interest Statement

We appreciate the opportunity to respond to the New Hampshire Insurance Department's Request for Proposal. If you have any questions or require additional information, please contact me at (817) 939-9040. We look forward to hearing from you.

Sincerely,

Ralph F. Scott
Principal
NorthStarExams, LLC

Section I – Organizational Information and Capabilities

NorthStarExams, LLC (NSE) was formed as a Limited Liability Corporation under Texas Law in August 2007. NSE is the successor to North Star Examinations, Inc., an Alaska corporation, that operated primarily in the State of Delaware from 1998 through 2007. NSE is qualified and has performed market conduct examinations, financial examinations, information technology (IT) examinations, and legal and policy-based projects in a number of states through RFPs, Letters of Interest, and other means designated by the subject state including Alabama, Arizona, Colorado, District of Columbia, Florida, Georgia, Hawaii, Iowa, Montana, Nevada, Pennsylvania. Tennessee, Utah, Vermont, and West Virginia. NSE's corporate office is located at 2501 Wiltshire Street, Bedford, Texas 76021.

NSE and its related companies have had working relationships with over 45 state insurance departments for over 30 years. NSE provides complete full-scope, targeted, and multi-state reviews on behalf of our insurance regulator clients, as well as undertaking legal and policy-based projects related to the current regulatory landscape, determining and recommending best practices for certain reviews, and legislative action.

NSE is uniquely positioned as its business model allows the firm to be agile in hiring exceptionally skilled contractors for projects without the onerous bulky "management hierarchy" and its associated budgetary drain. Instead, our modus operandi is to deliver substantive outcomes with allocation of labor hours in a more efficient manner using our diverse range of consulting proficiencies. NSE differentiates itself by developing and implementing efficient processes during engagements, delivering quality outcomes, and promoting a collaborative client relationship throughout the engagement.

NSE includes a core team of legal and policy experts and pharmacy clinicians intimately familiar with insurance law, health law, federal regulations such as the Affordable Care Act (ACA) and Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA), pharmacy benefit management, and discriminatory benefit design. In fact, attorneys and pharmacists on our team have participated in over fifteen ACA and MHPAEA market conduct examinations since 2015. All of these exams have included pharmacy and PBM reviews including, but not limited to, formulary review, justification review, and the use of CMS tools. Two specific engagements included establishing effective pharmacy review practices and processes for the client. Our attorneys are well versed in providing legal and policy analyses regarding the current regulatory landscape and framework, especially related to pharmacy benefit management, discriminatory benefit design, essential health benefits, and mental health parity. Our attorneys frequently advise clients on compliance with current regulations, gaps, and how to move forward with best practices that ultimately protect consumers.

Section II – Team Member Biographies and Resumes

NSE team members have participated in multiple projects and examinations specific to ACA and other federal regulations. NSE has assisted numerous clients with analysis, management, and training to address the intricate directives of these regulations. Our legal and policy experts and clinical pharmacists have a thorough understanding of the requirements of the relevant federal regulations and state statutes governing formulary reviews.

Our pharmacists have intimate experience reviewing the various "tools" with the Center for Medicare and Medicaid Services (CMS) such as the Essential Health Benefits (EHB) Drug Benchmark Count, the Formulary Outlier Review (FOR) and the Clinical Appropriateness Tool (CAT), including the top ten conditions that are high cost and highly prevalent (e.g., Bipolar Affective Disorder, Hepatitis C, Diabetes Mellitus, etc.). Our pharmacists have also attended various training programs through CMS and other organizations to understand updated information for the specific plan review year.

Our team members have also reviewed various Standard Operating Procedures (SOP) created by CMS in relation to the tool and have created impactful outcomes for the review year, including creating blueprints for ACA reviews by the direct enforcement states, prescription drug templates and justification (rationale) forms to provide feedback to the issuers, provided training to regulators about how to perform these reviews, and working directly with contractors and clinicians in updating the various components and data that is configured into the "tools" year after year. This includes updating SOPs and clinical data from the clinical guidelines for the upcoming plan year. Our team members have performed complex market conduct health reviews – including pharmacy and SUD reviews – that provide a unique perspective on the current processes in place and streamline the entire process using Lean Six Sigma concepts.

NSE has provided a summary of its core team of professional consultants in the table below. Biographical narratives and resumes are also provided for consultants included in the table.

NSE warrants that each consultant possesses the qualifications, education, training, experience, and certifications necessary to perform the services related to this particular project. Copies of certifications and diplomas can be provided upon request.

Name	Classification	Years of Experience
Ralph Scott, JD, LLM	Supervising Principal and Legal and Policy Expert	33
Angela Eastman, JD, LLM, MCM	Project Manager and Legal and Policy Expert	15
Julie McCoy, PharmD, JD	Legal and Policy Expert and Clinical Pharmacist Consultant	25
Hetal Mishra, RPh, MS	Clinical Pharmacist Consultant	25
Nooshin Manafi, PharmD, RPh	Clinical Pharmacist Consultant	27
Jacquelyne Ivery, PharmD, RPh, MPH	Clinical Pharmacist Consultant	34
Vivek Gore, PhD, PMP, CSM	Senior Information Technology Consultant	28

Section 2.1 **Ralph F. Scott, JD, LLM – Supervising Principal and Legal and Policy Expert**

Mr. Scott has extensive experience advising clients on regulatory and transactional matters, business process and operational risk, corporate governance, and compliance matters. He also assists clients with regulatory and legislative solutions. He represents clients before the National Association of Insurance Commissioners (NAIC), State Legislatures, and Insurance Departments. He has actively participated in the development, drafting, and adoption of the NCOIL and NAIC Models for Market Regulation.

Mr. Scott's prior experience includes serving as Assistant General Counsel for the Health Insurance Association of America and as Director of State Services for the Blue Cross Blue Shield Association. He represented the Blue Cross/Blue Shield plans before the NAIC, the National Governors Associations (NGA, RGA and DGA), and the National legislator groups (ALEC, NCOIL, CSG and NCSL).

Mr. Scott has served in large national insurance companies as both regulatory counsel and Senior Vice President of Regulatory Affairs and Government Relations. He has managed numerous company market conduct examinations and developed and participated in company remediation efforts. He has also managed a multi-state examination for a company.

Areas of Interest and Expertise: Insurance Law, Health Law, Regulatory and Policy Analysis, Corporate Governance, Legislative Matters, Business Process and Operational Risk, Business Operations and Management, Network Adequacy, Third-Party Administrators, and Pharmacy Benefit Management.

RALPH SCOTT

EXPERTISE

Health Law
Insurance Law
Market Regulation
Corporate Governance
Legislative Matters
Business Process & Operational Risk
Company Operations & Management
Network Adequacy
Third-Party Administrators
Pharmacy Benefit Management

EDUCATION

Master of Laws
Boston University School of Law

Juris Doctor
New England School of Law

Bachelor of Arts
Boston College

LICENSES

Bar Licenses
State of Massachusetts
U.S. District for Massachusetts

EXECUTIVE SUMMARY

Mr. Scott has extensive experience advising clients on regulatory and transactional matters, business process and operational risk, corporate governance, and compliance matters. He also assists clients with regulatory and legislative solutions. He represents clients before the National Association of Insurance Commissioners (NAIC), State Legislatures and Insurance Departments. He has actively participated in the development, drafting, and adoption of the NCOIL and NAIC Models for Market Regulation.

Mr. Scott's prior experience includes serving as Assistant General Counsel for the Health Insurance Association of America and as Director of State Services for the Blue Cross Blue Shield Association. He represented the Blue Cross/Blue Shield plans before the NAIC, the National Governors Associations (NGA, RGA and DGA), and the National legislator groups (ALEC, NCOIL, CSG and NCSL).

Mr. Scott has served in large national insurance companies as both regulatory counsel and Senior Vice President of Regulatory Affairs and Government Relations. He has managed numerous company market conduct examinations and developed and participated in company remediation efforts. He has also managed a multi-state examination for a company.

RELEVANT WORK EXPERIENCE

Principal

NorthStarExams, LLC, Colleyville, Texas / 2007 – Present

- Vendor Principal with primary oversight responsibilities for market conduct examiners-in-charge, senior examiners, examiners, and other consultants.
- Primary point of contact providing market regulation and health law guidance and training for examiners during market conduct examinations.
- Significant subject matter expertise related to network adequacy and design, which dates back to assisting with the development of the NAIC network adequacy model rule, as well as continued work consulting with clients regarding network development and design.
- Legal and policy expert advising clients on current regulatory landscape and compliance, gaps that may exist, and best practices for future.

Section 2.2 **Angela Eastman, JD, LLM, MCM – Project Manager and Legal and Policy Expert**

Ms. Eastman is a legal and policy expert. She was employed as a health care and life sciences attorney, with a keen interest in regulatory compliance, for several years prior to focusing on market regulation matters. She also worked as in-house counsel for a large health insurance carrier prior to entering private practice. Within health insurance, Ms. Eastman is a Mental Health Parity and Addiction Equity Act (MHPAEA) and Affordable Care Act (ACA) subject matter expert.

Ms. Eastman has served as Examiner-in-Charge and Senior Market Conduct Examiner on several health market conduct examinations, which have all included pharmacy and PBM reviews. She also serves as a resource for regulators providing regulatory landscape surveys and analyses, public policy analysis and development, and legislative action. Ms. Eastman is a member of IRES, Association of Insurance Compliance Professionals (AICP), and the American Bar Association Tort, Trial, and Insurance Practice Section (TIPS). She frequently presents trainings and workshops for IRES, AICP and TIPS. She also attends NAIC conferences, and participates in the NAIC MHPAEA working group.

Ms. Eastman has a strong background in regulatory compliance, litigation, and transactions. She credits cross-pollination between several business sectors and settings as the primary reason she is able to approach regulatory compliance from multiple perspectives while pivoting quickly, if necessary. She is an excellent legal researcher and writer, astute systems thinker, collaborative thought partner and leader, and supportive team leader.

Areas of Interest and Expertise: Regulatory Compliance, Insurance Law, Health Law, Public Policy, Insurance Business Operations and Management, Discriminatory Benefit Design, Pharmacy Benefit Management, and Third-Party Administrators.

Resume Included on the Following Page

Angela Eastman, JD, LLM, MCM

Health Law Attorney – Regulatory Compliance Consultant

Consulting • Client Advocacy • Health Law and Life Sciences Expertise

Dedicated, results-driven professional with a vast background and wealth of knowledge in health law and life sciences, regulatory compliance (federal and state), health insurance (commercial and government), business operations and management, and public policy. Solid performance in communicating with clients to better understand their needs, provide answers to their inquiries, and recommend a course of action. Differentiators include client relationship management, client support and collaboration, exercising a cost containment approach, transparent and effective communication, strong work ethic with a hands-on approach, and advanced project management skills. Reputation for being an astute systems thinker, collaborative thought partner and leader, possessing excellent legal research and writing skills, and working efficiently under pressure in a high-energy, fast-paced environment.

Areas of Expertise

Market Regulation • Patient Protection and Affordable Care Act (PPACA) • Mental Health Parity and Addiction Equity Act (MHPAEA) • Commercial Health Insurance • Medicare • Medicaid • Managed Care Organizations • Behavioral Health Benefits • Medical Management Standards • Utilization Review • Pharmacy Benefit Management (PBM) • Third-Party Administrators • Company Operations and Management • Discriminatory Benefit Design • Legislative Action • Regulatory Research and Statutory Surveys • Systems Thinking • Thought Partnership • Legal Research and Writing • Management and Leadership • Change Management • Crisis Management • Gap Analysis • Risk Mitigation • Public Policy Development • Consumer Protection • Strategic Advising

Education | Licensure | Certification

PEPPERDINE UNIVERSITY, CARUSO SCHOOL OF LAW, THE STRAUS INSTITUTE FOR DISPUTE RESOLUTION; **LL.M. in Dispute Resolution (2008)**

VERMONT LAW SCHOOL; **J.D. (2007)**

MCGILL UNIVERISTY, FACULTY OF ARTS; **B.A. in Sociology and Sociocultural Anthropology (2004)**

Licensure & Certifications

Admitted to State of Vermont, State of Colorado, State of Washington, U.S. District Court (Vermont), and U.S. Supreme Court • Market Conduct Management (MCM) Designation • Advanced Project Management Certification • Essential Project Management Certification • Leadership and Management Certification • Emotional Intelligence Trainer Certification

Career Highlights

AME HIGH SOLUTIONS, LLC, Boulder, CO — 2016 to Present

Owner | Principal Consultant

Regulatory compliance consultant assisting regulators across the nation with market conduct examinations, regulatory landscape surveys and analysis, legislative action, policy analysis and development, and other health insurance investigations.

Selected Contributions:

- Patient Protection and Affordable Care Act (PPACA), Mental Health Parity and Addiction Equity Act (MHPAEA), and Employee Retirement Income Security Act (ERISA) training, outreach, and education.
- Review and analyze new, proposed or revised laws, regulations, policies and procedures in order to determine compliance with states' insurance statutes and federal regulations, and interpret meaning to determine impact to the client.
- Designated subject matter expert and examiner-in-charge for examinations and investigations related to health insurance, pharmacy benefit management, third-party administrators, adverse benefit determinations, and discriminatory benefit designs.

Eastman Law + Dispute Resolution, South Burlington, VT 2010 to 2020

Owner | Principal Attorney | Mediator and Arbitrator

A boutique law firm focused on health law, business law, and alternative dispute resolution. In addition to representing clients, planned, organized, established, and marketed business. Hired and trained staff. Oversaw and mentored interns.

Selected Contributions:

- Provided regulatory compliance legal services for health insurance carriers related to consumer protection and quality requirements for managed care organizations, licensing requirements for mental health review agents, mental health parity requirements and reviews, independent external review of healthcare service decisions, claims processing and fair contract standards, access to records and records shield, tiered product design, fee structures and schedules, payment incentives, and arbitration appeals.
- Completed regulatory landscape and risk analyses including, but not limited to, 50-state surveys for: third-party administrator (TPA) definitions and licensing requirements; the definition of employer, blanket, discretionary, and trust group and related statutory requirements and/or restrictions; business formation requirements; and insurance filing requirements.
- Assisted commercial insurance consumers/members with adverse benefit determinations and other appeals.

Saint Michael's College, Colchester, VT 2010 to 2010

Adjunct Professor

Adjunct Professor instructing Management and Business Ethics for the SMC Graduate Business (MSA) program.

Selected Contributions:

- Designed curriculum to include both theory and practice related to business ethics, values, and socioeconomics in the United States as applied to various business structures and entities.
- Coursework included weekly readings, journaling, 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 2009 to 2010

Contracting Counsel

Contracting Counsel for the Provider Contracting team.

Selected Contributions:

- Regulatory compliance responsibilities related to Rule H-2009-03 (Rule H – Managed Care) governing consumer protection and quality requirements for managed care organizations, which included designing termination protocol with adequate notice for the State of Vermont and BCBSVT customers; adequately and clearly addressing emergency and urgent services; and evaluating strengths and areas of improvement related to chronic care, credentialing, quality improvement and management, appeals and grievances, and utilization management.
- Regulatory compliance responsibilities related to new claims processing and fair contract standards under 18 V.S.A. § 9418c, which 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; ensuring that all contract and healthcare terms were easily accessible in one place; 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.
- Tracked legislative initiatives and action related to managed care, healthcare reform, and provider contracting.
- Chaired the Fraud, Waste and Abuse (FWA) Committee, which included responsibility for negotiating settlements with bad actors.
- Negotiated and drafted contracts between BCBSVT and academic healthcare centers, community hospitals, and physician hospital organizations (PHOs) in Vermont and New Hampshire primarily establishing reimbursement rates according to capitation arrangements, fee schedules or fee-for-service rates, diagnosis-related group (DRG) payment systems, bundled payments, and other

value-based reimbursement arrangements based upon integrated practice units (IPUs). Negotiations were based upon forensic review of billed codes, trends, and the needs of BCBSVT members.

- Assisted in designing and implementing Vermont Blueprint for Health (community-led strategies for improving health and well-being), including policy development related to preventive care.

Professional Appointments

FEDERAL BAR ASSOCIATION — 2020 to Present
CHAIR-ELECT – ALTERNATIVE DISPUTE RESOLUTION SECTION

FEDERAL BAR ASSOCIATION — 2019 to 2020
SECRETARY – ALTERNATIVE DISPUTE RESOLUTION SECTION

Professional Affiliations

Federal Bar Association (FBA)
- *Alternative Dispute Resolution Section*
- *Young Lawyers Division*
- *Health Law Section*

American Bar Association (ABA)
- *Alternative Dispute Resolution Section*
- *Young Lawyers Division*
- *Health Law Section*
- *Tort, Trial, and Insurance Practice Section*

Insurance Regulatory Examiners Society (IRES)
Association of Insurance Compliance Professionals (AICP)
American Health Law Association (AHLA)
American Public Health Association (APHA)
Health Care Compliance Association (HCCA)
America's Health Insurance Plans (AHIP)

Community Service and Leadership

Safe Shelter of St. Vrain Valley – Advocacy Volunteer (2020 to Present)
Federal Bar Association Moot Court – Volunteer Judge (2019 to Present)
Pinnacle Condominium Association, Inc. – President (2019 to Present)
Pinnacle Condominium Association, Inc. – Vice President (2018 to 2019)
Cardinal Opportunities, Inc. – Co-Founder and Board Member (2016 to Present)
Leadership Champlain (Lake Champlain Regional Chamber of Commerce) – Selected Leader (2013)
Mercy Connections – Board Member (2013 to 2015)
Vermont Law School Appellate Advocacy – Volunteer Judge (2012 to Present)
Vermont Law School Negotiation Competition – Volunteer Judge and Mentor (2012 to 2015)
Vermont Leadership Institute (Snelling Center for Government) – Fellow (2012)
Navicate – Board Member (2011 to 2013)
United Way of Chittenden County, Community Investment Committee – Committee Member (2009 – 2015)

**** Full list of employment, lectures, presentations, articles, and publications available upon request ****

Section 2.3 **Julie McCoy, PharmD, JD – Legal and Policy Expert and Clinical Pharmacist Consultant**

Dr. McCoy is a clinical pharmacist and attorney. She is experienced in regulatory compliance and collaborative development, production, distribution, and utilization of scientific and healthcare-related products and services, pharmaceuticals, and devices, with a focus on quality, efficacy, safety, technological efficiency and minimization of cost.

In addition to consulting, Dr. McCoy is currently Senior Manager of Pharmacy, Quality and Medication Safety, and Director of post-graduate year-one (PGY1) pharmacy residency programs at Providence Southwest Washington. She is also an Adjunct Faculty member at Washington State University, College of Pharmacy and Pharmaceutical Sciences, and an Affiliate Faculty member at the University of Washington, School of Pharmacy.

She received her law degree at Mitchell Hamline School of Law, with a concentration in Health Law and Compliance, and completed her legal externships with the Communication and Optimal Resolution Team (CANDOR) as well as the Pharmacy Quality Assurance Commission (PQAC) and FAVROS Law firm with a focus in Medical Malpractice Defense.

Resume Included on the Following Page

Julie McCoy, PharmD, JD

Overview

- Consultant, Pacific Apex Consulting LLC
- Director, Pharmacy Residency:
    - Impacted over 65 pharmacy residents while managing 3 programs
    - Coordinate comprehensive education in nationally certified program for 10 post-doctoral pharmacy residents annually
    - Ensure compliance with ASHP Accreditation of Pharmacy Residency Programs
- Senior Manager of Pharmacy, Quality and Medication Safety (Previously Assistant Director of Pharmacy, Quality and Medication Safety):
    - Focus area: Provision of quality pharmacy services
    - Ensure compliance with Federal and State laws
    - Ensure compliance with regulatory standards for provision of pharmacy services
    - Collaborate with pharmacy leaders on development and implementation of acute care pharmacy services in two Providence hospitals
    - Engaged in Ethics Committee
    - Engaged in Pharmacy & Therapeutics Committee (P&T Committee)
    - Focus on improving patient care services and ensuring that quality measures are developed
    - Supervise Pharmacy Clinical Coordinators at two hospitals
    - Oversee staff development programs specific to P&T Committee initiatives
- Manager, Clinical Pharmacy Services:
    - Providence St. Peter Hospital (390 beds) and Providence Centralia Hospital (127 beds): managed 12 clinical pharmacy services combined
    - Providence Sacred Heart: Managed 12 clinical pharmacy services and anticoagulation clinic for 632 bed hospital.
    - Developed new clinical pharmacy services (both Providence ministries):
        - Emergency Medicine
        - Renal Transplant,
        - Antimicrobial Stewardship, and
        - Transition of Care
- Medication Safety Coordinator:
    - State and Federal Quality, Safety, and Regulatory (participated in 3 Joint Commission on-site surveys with full compliance relative to Medication Management)
- Manager, Clinical Pharmacy Services at Group Health: Population health in Contracted Network:
    - Central Washington Contracted Network: Clinical initiative management for Providers in Walla Walla, Ellensburg, Yakima, Kennewick, Pasco, and Richland
- Preceptor, WSU, UW, Pacific University: Precept pharmacy students in final experiential year
- Clinical Professor/Instructor/Invited Lecturer/Adjunct Faculty:
    - WSU College of Pharmacy: Emergency Medications, Innovations in Pharmacy
    - Pacific University: Medication Quality, Safety, and Error Prevention
    - St. Martin's RN to BSN program: Collaboration in Healthcare

Professional Experience

Consultant, Pacific Apex Consulting LLC
Spokane, Washington ***September 2020 – Present***

- Regulatory compliance consulting in health law and life sciences
- Emphasis on healthcare-related regulatory compliance, quality, and safety
- Court Admissions: State of Washington and State of Montana

Senior Manager of Pharmacy, Quality & Medication Safety (Previously Assistant Director of Pharmacy, Quality & Medication Safety) and Director, Pharmacy Residency
Providence Southwest Washington Service Area, Olympia, WA. ***May 2015 – Present***
Providence St. Peter Hospital (PSPH)
Providence Centralia Hospital (PCH)

- Oversee quality and safety initiatives
    - Co-chair for Pharmacy/Nursing Committee
    - Attend Pain Committee
    - Attend Serious Safety Event Review Team (SSER) for High Reliability
    - Committees internal to pharmacy (clinical quality, clinical development, etc.)
- Residency Director: Develop 10 pharmacy residents and corresponding projects per year
- Manage Formulary (Pharmacy & Therapeutics Committee); System Formulary Collaboration
- Regulatory readiness, including DOH, The Joint Commission, and CMS

Manager, Clinical Pharmacy Services and Director, Pharmacy Residency
Providence Southwest Washington Service Area, Olympia, WA. ***May 2011 – May 2015***
Providence St. Peter Hospital (PSPH)
Providence Centralia Hospital (PCH)

- Residency Director: Develop 10 pharmacy residents and corresponding projects per year
- Manage Clinical Pharmacy Services and Formulary (Pharmacy & Therapeutics Committee)
- Collaborated to grow residency program from 4 to 8 positions in 2013-2014 at St. Peter Hospital
- Achieved continued ASHP accreditation in 2014 x 6 years at St. Peter Hospital
- Implemented new residency program at Providence Centralia Hospital (2 residents 2014-2015); accreditation visit 2015.
- Integrated 2 Providence Hospitals: Providence St. Peter Hospital (PSPH) and Prov. Centralia Hospital (PCH): Focus on Clinical Service & Formulary Standardization
- Collaborated to implement new clinical pharmacy services: Antimicrobial Stewardship and Transition of Care

Medication Safety Coordinator
Providence St. Peter Hospital, Olympia, WA. ***July 2009 – May 2011***
- Standardized medication safety initiatives such as policies, intravenous admixture and compounding documents, concentrations of intravenous admixtures prepared for adults and pediatrics, and unusual occurrence review.
- Prepared for regulatory readiness, including DOH, The Joint Commission, and CMS

Manager, Clinical Pharmacy Services
Providence Sacred Heart Medical Center, Spokane, WA. ***July 2006 – June 2009***
- Managed 12 clinical pharmacy services (Cardiology, Oncology, Surgery, Critical Care, Psychiatrics, PICU/NICU, Pediatric Oncology, Cardiothoracic Transplant, Internal Medicine Residency, Neurology/Nephrology, ED/OR/Radiology)
- Implemented new clinical pharmacy service: Renal Transplant (2007)
- Managed anticoagulation clinic
- Advanced Cardiac Life Support (ACLS) Instructor

Affiliate Faculty, UW College of Pharmacy
University of Washington ***January 2009 – present***

Manager, Clinical Pharmacy Services, Central WA District
Group Health Cooperative ***August 2005 – July 2006***
- Collaborated with leaders to implement initiatives for contracted network providers
- Demonstrated dashboards for performance on formulary initiatives
- Implemented Medication Therapy Management patient visits for Myocardial Infarction patients

Clinical Pharmacist, OR/ED/Radiology
Providence Sacred Heart Medical Center, Spokane, WA. ***July 1998 – August 2005***

- Cared for patients in Emergency Department (Codes, traumas, medication dosing, education, etc.)
- Consulted with providers in Operating Room and Radiology for clinical decision-making
- Additional clinical coverage areas: Surgical Admit Unit, Cath Lab, Special Procedures, Endoscopy, Post-Anesthesia Care Unit, Pediatric Surgery Center, Stroke-code coverage
- Committee participation: Radiology, Pain Management, Sedation, Code Blue, Anesthesia, Emergency Department, Joint Trauma, Surgical Operations, Medication Safety, Residency Advisory

Staff Pharmacist, Pharmacy Intern
Group Health Cooperative, Spokane, WA. ***Sept 1995 – August 2005***

Director Pharmacy Residency Program
Providence Sacred Heart Medical Center, Spokane, WA. ***August 2005 – July 2006***

Adjunct Faculty, WSU College of Pharmacy
Washington State University ***July 1997 – present***

Staff Pharmacist, Critical Care Pharmacy Resident
Providence Sacred Heart Medical Center, Spokane, WA. ***July 1997 – July 1998***

Pharmacy Intern
Kaiser Permanente, Longview, WA. ***May 1994 – March 1996***

Pharmacy Intern
Smith's Pharmacy, Chehalis, WA. ***Dec 1992 – March 1994***

Professional Presentations (last 2 years):

- Saving Time and Scouting Top Notch Talent: How to Design and Implement Your PGY1 Residency Screening Tool (National Pharmacy Preceptors Conference, ASHP October 2019)
- Medication Safety Presentation for CANDOR Training at Telluride, San Diego Cohort (9/24/19)
- F Words: Fun Facts on Formulary and Frenemies (CME); Topics in Hospital Medicine
- Topics in Hospital Medicine (CME): Lessons Learned in Law School; a Pharmacist's Perspective on Three Health Law Topics (FDA and "Right to Try"; Communication and Resolution Programs; Patient Decision Aids
- Topics in Hospital Medicine (CME): Diabetic Ketoacidosis
- National Pharmacy Preceptor's Conference (American Society of Health-System Pharmacists National meeting): Layered Learning Model in Administration and Leadership Clinical Pearl
- Topics in Hospital Medicine (CME): Anticoagulation Reversal

Professional Projects (2019-2020):

Coordination of Pharmacy Residency Projects:

(1) Reducing the rate of preventable insulin-related hypoglycemic events in hospitalized patients
(2) Opioid Use Disorder: Buprenorphine administration and collaboration in the Emergency Department (ED)
(3) Optimizing patient assessment to reduce opioid over-sedation events
(4) Implementing and redesigning multidisciplinary morbidity and mortality conference to assess pharmacy clinical and quality outcomes
(5) Optimizing an inpatient interdisciplinary opioid stewardship program
(6) Opioid Use Disorder: buprenorphine initiation, administration, and collaboration in the inpatient setting
(7) Optimizing medication access for patients with a mental health diagnosis through collaboration with the medication assistance program (MAP)
(8) Optimizing Heparin Restart Times Following Cath Lab, Vascular Surgery, and Impella Procedure
(9) Optimizing Rheumatology Services: Pharmacist Collaboration

(10)Optimization of pharmacy services through technology (Pharmacist utilization of technology to verify compounding of hazardous IV admixtures)
(11)Interdisciplinary collaboration to expand and optimize current clinical services for behavioral health patients

Professional Projects (2018-2019):

Coordination of Pharmacy Residency Projects:

(1) Optimizing communication and interventions in a pharmacist led transitions of care program
(2) Reducing code gray (combative behavior) events through medication review and management
(3) Implementing an inpatient interdisciplinary opioid stewardship program
(4) Interdisciplinary rounding to reduce heart failure readmissions an improve goal-directed medication therapy

(5) Enhancing health literacy: the pharmacist's role in communicating linguistically and culturally appropriate medication education
(6) Optimizing medication management of boarded psychiatric patients in the emergency department
(7) Cost saving opportunities for a non-profit community hospital to mitigate the effects of losing 340b
(8) Optimizing the use of insulin to reduce the rate of preventable insulin-related hypoglycemic events in hospitalized patients
(9) Implementing a collaboratively managed, pharmacist directed, hepatitis C treatment clinic
(10) Optimizing outpatient antibiotic use in the emergency department
(11) Interdisciplinary collaboration to expand and optimize current clinical services for behavioral health patients

Professional Projects (2017-2018):

Coordination of Pharmacy Residency Projects:

(1) Transitions of Care Optimization and Expansion for Diabetes patients
(2) Expansion and Optimization of Inpatient Palliative Care Pharmacy Services
(3) Collaborative expansion of transitions of care services for COPD patients in the Providence Southwest Washington Region
(4) Transitions of care pharmacoeconomic analysis of patients with acute COPD exacerbations
(5) Implementation of a protocol for outpatient management of DVT and PE from the ED
(6) Education and Collaboration to Decrease Orthopedic Opioid Prescribing
(7) Pharmacy Rounding as a part of Transitions of Care Services
(8) The Role of Pharmacy in a Multidisciplinary Falls Prevention Team
(9) Implementing the Centers for Disease Control and Prevention's Core Elements of Outpatient Antibiotic Stewardship at a family medicine clinic
(10)Optimization of Hepatitis C Management Services: Pharmacist Collaboration

Collaboration in Global Health Clinical Pharmacy Projects:
(1) Pharmacy residents collaborating in global health initiatives in acute care settings in Haiti

Publications, Honors and Awards (Post Grad):

- White S, Teil Boyer S, Vanderpool H. *Letters from Women in Pharmacy: Stories on Integrating Life and Career*. 2018.
- Hu D, Veenhouwer D, McCoy J, Caselnova D. Identifying Qualified Pharmacy PGY-1 Residency Candidates: Analysis and Validation of a Program's Screening Tool, Ahead of Print in AJPE 02/18
- Member, WSU College of Pharmacy National Advisory Board, 1999-2006
- Spokane Pharmacist's Association Health System Pharmacist of the Year, 2005
- Publication: Trytko R., **McCoy J.**, Schoonover L., Postoperative Pain and Nausea Management. In M.S. Kaminer, J.S. Dover, & K.A. Arndt, Atlas of Cosmetic Surgery (pp. 107-119) Saunders 2002

Education

Mitchell Hamline School of Law – JD awarded January 2019

- Legal Externship with Communication and Optimal Resolution Team (CANDOR)
- Legal Externship with Pharmacy Quality Assurance Commission (PQAC)
- Legal Externship with FAVROS Law Firm (Scott O'Halloran)

Critical Care Pharmacy Residency – Sacred Heart Medical Center, Spokane, WA • 1998
PharmD – Washington State University, Spokane, WA • 1997
BS Pharm – Washington State University, Pullman, WA • 1996

Section 2.4 **Hetal Mishra, RPh, MS – Clinical Pharmacist Consultant**

Ms. Mishra is a pharmacist with over 25 years of combined pharmacy experience including retail, including but not limited to, health market conduct examinations and formulary review, development of pharmacy and formulary review processes and best practices for ACA and MHPAEA examinations, and retail pharmacy and Medication Management (MTM).

Ms. Mishra has been involved in several projects that involved reviewing insurer's formulary benefit design and Pharmacy Drug List (PDL) to ensure that the formularies comply with the requirements of ACA, MHPAEA and other related federal and state laws. She has detailed experience in reviewing the formularies for any non-discriminatory plan designs, case management protocols, first fail treatment requirement, any adverse tiering and utilization management (UM) techniques such as step therapy (ST) and prior authorizations (PA) as it relates to MHPAEA. She has developed a basic training material about the MHPAEA law providing detailed understanding of the non-quantitative treatment limitations (NQTL) portion of the law as it applies to formulary reviews. She is also skilled in expanded pharmacy review of the ACA benchmarks and guidelines to determine whether providers and carriers abide by the ACA's preventive cost-sharing provisions for contraception coverage, pre and post-natal preventive care, vaccines, and other pharmacist-administered preventive care benefits.

Ms. Mishra is an MTM specialist and has the expertise in performing Comprehensive Medical Reviews, Point of Care, and fact-based therapeutic consultations to improve drug compliance. She possesses extensive clinical knowledge and has been involved in the review of the clinical guidelines for the ten chronic high cost, highly prevalent clinical conditions.

She has assisted in developing and providing a multi-day training program on understanding and reviewing formularies (e.g., Formularies 101) that includes broad based education related to formulary compliance to assist DCBS qualified plan reviewers in the annual prescription drug formulary review. She has also participated in providing comprehensive training in all aspects of formulary education that included a Formulary Review manual.

Resume Included on the Following Page

HETAL MISHRA

EXPERTISE

Mental Health Parity
Affordable Care Act
Discriminatory Benefit Design
Pharmacy Formulary Reviews

EDUCATION

Master of Pharmaceutical Sciences in Medicinal Chemistry
University of Mississippi
School of Pharmacy
1999-2002

Bachelor of Pharmacy
L. M. College of Pharmacy
Gujarat, India
1994-1998

LICENSES

Active Pharmacy License
State of Georgia

EXECUTIVE SUMMARY

Hetal Mishra, RPH is a pharmacist with over 15 years of experience in retail pharmacy, including Medication Therapy Management (MTM) and over 2 years of experience in Formulary reviews including Affordable Care Act (ACA) and Mental Health Parity and Addiction Equity Act.

Hetal has been involved in several projects that involved reviewing insurer's formulary benefit design and PDL to ensure that the formularies comply with the requirements of MHPAEA and related federal and state laws. She has detailed experience in reviewing the formularies for any non-discriminatory plan designs, case management protocols, first fail treatment requirement, any adverse tiering and UM techniques such as step therapy (ST) and prior authorizations (PA) as it relates to MHPAEA. She has developed a basic training material about the MHPAEA law providing detailed understanding of the NQTL portion of the law as it applies to formulary reviews.

She is also skilled in expanded pharmacist review of the ACA benchmarks and guidelines to determine whether providers and carriers abide by the ACA's preventive cost-sharing provisions for contraception coverage, pre and post-natal preventive care, vaccines, and other pharmacist-administered preventive care benefits.

Hetal is MTM specialist and has the expertise in performing Comprehensive Medical Reviews, Point of Care and fact-based therapeutic consultations to improve drug compliance. She possesses extensive clinical knowledge and has been involved in the review of the clinical guidelines for the 10 chronic high cost clinical conditions.

She has assisted in developing and providing a multi-day training program on understanding and reviewing formularies (i.e., Formularies 101) that includes broad based education related to formulary compliance to assist DCBS qualified plan reviewers in the annual prescription drug formulary review. Participated in providing comprehensive training in all aspects of formulary education that included a Formulary Review manual.

RELEVANT WORK EXPERIENCE

Clinical Pharmacist Consultant
Risk & Regulatory Consulting, Farmington, CT / 2018 – 2020

- Compared the MH/SUD pharmacy-related NQTLs to the pharmacy-related NQTLs for M/S conditions and determined whether the pharmacy-related NQTLs used by the identified insurers are compliant with MHPAEA and New York state laws. Reviewed any adverse tiering and any utilization management (UM) techniques such as step therapy (ST) and prior authorizations (PAs) as it relates to MHPAEA and New York state laws.
- Reviewed several requirements specific to 45 CFR 156.122, such as pharmacy & therapeutic (P&T) committee requirements, essential health benefit (EHB) requirements, as well as appropriate drug exception and appeals processes in place for members and enrollees.
- Assisted in detailed pharmacy workflow to capture all the necessary requirements to review MH/SUD parity, while adhering to necessary timelines and ensure efficiency from beginning to end.
- Performed comparable analysis of the EHB benchmark plan for the identified health insurers including non-discrimination reviews, the clinical appropriateness tool review, the formulary outlier review (FOR) and the treatment protocol calculator (TPC). Evaluated formulary benefit design related to the 10 chronic or high cost health conditions identified by CMS.
- Assisted with the preparation of a multi-day training conduct on formulary compliance -"Formulary 101" that includes preparation of an educational manual (Formulary Review Manual) that Client can update on a regular basis, inclusive of formulary tool interpretation.

Pharmacist-in-Charge

Rite-Aid Pharmacy, Alpharetta GA / 2005 – 2018

- Responsible for the overall management, development and cultivation of new business across a 32-region district.
- Accountable for prescription distribution, people development, and the integration of Eckerd's Pharmacy into the Rite Aid system, which resulted in a detailed working knowledge of health insurance plans and formularies (commercial and government).
- MTM Specialist. Expertise in doing Comprehensive Medical Reviews and Point of care Consultations to improve drug compliance and performing fact based therapeutic consultations. Providing recommended immunizations and organizing flu clinics.
- Improved stores performance by increasing script volume, increasing key performance indicators (both financial and throughput related), managing inventory and improving EBITA.
- Directly supervised employees in the Pharmacy. Carried out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include, but not limited to, interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Staff Pharmacist

CVS pharmacy, Hagerstown MD / 2003- 2005

- Dispensing; quality assurance, including assuring the accuracy of the prescriptions sent by the physicians; and counseling patients on drug interactions, side effects, and OTC medications.

Section 2.5 **Nooshin Manafi, PharmD, RPh – Clinical Pharmacist Consultant**

Dr. Manafi is a premier pharmacist with over 27 years of comprehensive clinical experience, with the majority of her experience being in executive level roles. She is Dr. Manafi is extremely knowledgeable in the areas of essential health benefits (EHB), the top ten chronic disease conditions and applicable clinical guidelines for treatment and management, and formulary review for discriminatory benefit design. She manages complex projects daily, while balancing all identifiable risks, escalating pertinent issues when required, and overcoming obstacles, to guarantee that budgets (OPEX) are maximized.

Resume Included on the Following Page

Nooshin Manafi, RPh, PharmD

PROFESSIONAL EXPERIENCE:

Director of Client Account Management April 2019 – Current
Allscripts Remote

- Build strategic C-level relationships with prominent healthcare organizations ensuring milestones are met and strategic roadmaps are in place.
- Facilitate Hospital Operations, clinical workflows and outcomes around electronic medical records (EMR) with Allscripts Solutions to include the Ambulatory, Acute and Revenue Cycle.
- Ensuring overall value and long-term success of the Allscripts' client relationship, including strategic planning, tactical execution, and issue resolution.
- Daily contact with Third party Sales and Services to ensure project is delivered on time and within Scope.
- Participate in quarterly business and partnership reviews with Sales/Client Delivery Leadership staying in line with company strategic imperatives and ensuring strategy is being followed by my team.
- Collaborate closely with the sales representatives and leadership, driving the strategy to our business development plans for client(s) and speaking out when adjustments are needed to stay on track.
- **Contractual:**
    - The Client Success Director has a clear understanding of the terms and conditions of contracts ensuring timely execution.
    - Responsible for ensuring delivery against all contractual obligations, milestones and delivery
    - Identify project risks and escalate issues which may negatively impact teams' ability to overcome obstacles.
    - Collaborate with Finance ensuring questions or issues with client invoices are resolved and collected timely.
- **Project Based:**
    - Drive and manage projects for improvement and oversight of the Client Success Management team overall or as it relates to specific regions.
    - Provide opportunities for and ensure team members are participating in and completing all necessary training for continuation of their knowledge and expertise.
- **Management:**
    - Manage team of 12 highly skilled individuals ensuring their goals, client sat requirements and milestones are met quarterly.
    - Work daily with team members ensuring their best assets are being highlighted and areas of improvement are worked through to grow those individuals.
    - I am a leader who is tactical and always working to find individuals strengths placing them in the areas that benefit them and our organization. Because of this I have a high performing group of happy motivated individuals.

Director Global Product Support Services March 2014 – April 2019
Allscripts Atlanta, GA

- Responsible for service assurance of Clinical Applications including Sunrise & Paragon in the Acute space.
- Managed a global team of 120 Support analysts supporting Allscripts clinical Applications and Product Support Managers ensuring efficient, high quality processes, ensuring adequate response times and quality for service and product delivery.
- Responsible for crisis and escalation management while effectively managing annual departmental OPEX budget
- Key team member in the build out of Product Support in Pune, India to allow company to expand Support operations and improve client support resulting in overall annual cost reductions of $2.5 million.
- Worked with Product Management to implement positioning, pricing, and strategies to improve market penetration and supportability of products and new offerings.
- Develop, implement and enforce common working procedures across all assigned support teams to ensure consistent customer service levels.
- Integrated several new processes and applications into existing Support workflow organization, including CRMOD, SFDC, Service Now.
- Evaluated company performance with internal and external clients to promote new products and services while facilitating long- term relations.
- Coordinate re-occurring client calls to analyze and review data with key personnel to formulate future directives and responses to improve client satisfaction while consulting as an internal Safety Officer Expert.
- Designed specific site assignments to improve Client Satisfaction Scores within certain teams (scores consistently above target) and developed "Development- Assist" reduction project by establishing internal support processes- target goal met and maintained.

Sr. Manager Global Product Support Services January 2007 – March 2014

Allscripts — Atlanta, GA

- Managing domestic and international pharmacy and KBMA (Knowledge Based Medication administration) support personnel while cultivating and maintaining strong client relationships.
- Hiring, training, developing, orienting, counseling, coaching and evaluating staff.
- Establishing and maintaining systems and procedures that provide resolutions to clients' inquiries
- Managing and facilitating the Software Review Board.
- Reporting new or recurring problems to design and development departments.
- Ensuring representatives are properly trained when old products are upgraded, or new products are released.
- Coordinating project schedules, budgets, work request management, resource planning, incident triage and resolution, work authorization and managing knowledge transfer.
- Contributing member of on-call product escalation management team and member of training and client education services.

Clinical Operations Supervisor — May 2004 – January 2007
Pharmacy/Northside Hospital. — Atlanta, GA

- Coordinating activities and developing systems for administering designated pharmacy programs and services for the Special Care Nursery, Surgery and OB pharmacy.
- Hiring, training, orienting, counseling, evaluating and administering disciplinary action.
- Assigning and monitoring work of pharmacists and technicians.
- Developing policies and procedures and administering Quality Improvement programs for designated areas in conjunction with the Staff Development and Clinical Quality Specialist.
- Performing duties and responsibilities of a staff /clinical pharmacist when necessary.
- **Project Based**
    - Development of glucose management guidelines in high risk pregnancy, Formulary management of protein pump inhibitors in the Special Care Nursery, Process improvement and compliance with USP 797 Guidelines, Development of a medication library for the medication pumps, involved with the Insulin guideline staff education, Frontline leadership academy.

Clinical Pharmacist — May 2001 – May 2004
Special Care Nursery/Northside Hospital — Atlanta, GA

- Evaluating and monitoring patient's profiles, ADR reporting and pharmacokinetic consults and discharge medication counseling
- Providing drug information to other healthcare professionals and training and educating staff members, precepting pharmacy students and residents
- Co-chair of Pharmacy and Nutrition Committee (ex. of some of the projects:
- Development and implementation of Antibiotic Order Sheet, Hemopoietin Protocol, Vitamin Protocol, Quality Improvement and Education on Daily Order Pulling, Switching from aminophylline to caffeine as the treatment of choice for apnea of prematurity, Vancomycin and meropenem utilization follow-up, etc.)
- Member of the following committees: Ethics Committee, Infection Control Committee, Rapid Cycle Change Committee, Pharmacy Leadership, Special Care Nurseries Leadership.

Pharmacist **(On-Call)** — May 1996 – May 2008
CVS — Lawrenceville, GA
Pharmacist **(On-Call)** — April 1993 – May 1996
Eckerd's — Lawrenceville, GA

EDUCATION & TRAINING:			
University of South Carolina	***Doctor of Pharmacy***	May 1994	Columbia, SC
University of South Carolina	***Bachelor of Science Pharmacy***	December 1992	Columbia, SC
University of South Carolina	***Bachelor of Natural Science***	December 1992	Columbia, SC
CERTIFICATIONS:			
	Immunization Delivery	August 2004	Columbia, SC
	Pediatrics Pharmacy Care	August 2002	Columbia, SC
	Geriatrics Pharmacy Care	December 1997	Columbia, SC
ITIL Foundation	***Six Sigma, SSPA Certified Manager***	December 1997	Columbia, SC
LICENSURE:			
	Georgia State Board of Pharmacy/18096		Atlanta, GA
	South Carolina Board of Pharmacy/8190		Columbia, SC

Section 2.6 **Jacquelyne Ivery, PharmD, RPh, MPH – Clinical Pharmacist Consultant**

Dr. Ivery is a clinical pharmacist and public health consultant with an expansive healthcare policy, data analytics and informatics background. She enjoys working on pharmacy and public health policy projects in diverse settings and leading integrated project teams in the realms of quality care and the health insurance industry.

Dr. Ivery has led development of Discrimination and Prescription Benefit compliance review initiatives. She has also directed the development and implementation of Essential Health Benefits (EHB) Excel/SAS based review tools for Health Insurer and State Departments of Insurance to monitor national regulation and clinical guidelines for HIV and other chronic diseases most diagnosed in the Pre-Existing Condition Insurance Program (PCIP) population. Dr. Ivery is an expert in policy and operational aspects of Medicare Part C, D and the Affordable Care Act (ACA) Marketplace regulation.

Resume Included on the Following Page

Jacquelyne T. Ivery PharmD, RPh, MPH

PROFESSIONAL SUMMARY

Public health consultant with an expansive healthcare policy, data analytics and informatics background. Key emphasis for working on various projects in diverse settings, leading integrated project teams in the realms of quality care and the health insurance industry with over 10 years of pharmacy practice experience. Project lead for Medicare Advantage Encounter Data System Program. Led development of Discrimination and Prescription Benefit compliance review initiatives. Directed the development and implementation of Essential Health Benefits (EHB) Excel/SAS based review tools for Health Insurer and State Departments of Insurance to monitor national regulation and clinical guidelines for HIV and other chronic diseases most diagnosed in the Pre-Existing Condition Insurance Program (PCIP) population. Expert in policy and operational aspects of Medicare Part C, D and the Affordable Care Act (ACA) Marketplace regulation.

QUALIFICATION HIGHLIGHTS

- Expert knowledge of the range of administrative laws, policies, regulations, and precedents applicable to the development and implementation of the prescription benefit program and areas of discrimination associated with the provisions of the Essential Health Benefits and Nondiscrimination within parameters of the Marketplace. Knowledge of the regulatory process and served as a resource and authority to inform executive management on congressional/legislative activity affecting prescription benefit within realm of the ACA.

- Maintains current knowledge about internal policies, trends in prescribing, and empirical research related to the prevention and treatment of substance use disorder (SUD). This includes attending seminars and talks pertaining to SUD and the impact of the Patient Protection and Affordable Care Act of 2010 (ACA) on the Federal Mental Health Parity and the Addiction Equity Act (MHPAEA).

- HHS CoLab 2018 Cohort member- implemented study to compare changes in MA vs Traditional Medicare (FFS) enrollee health status to identify factors impacting risk scores for estimated 2000 beneficiaries with minimum 10 year period of continuous coverage.

- Led multidisciplinary teams of clinicians, data analysts, policy experts and programmers to build SAS/Excel based tools for State Department and of Insurance and Health plan (issuer) use for Marketplace certification and compliance support.

- Serves as Project Manager Level III for $56 million dollar annual investment –the Encounter Data System (EDS), which primarily functions to collect and price encounter claims data, using FFS claims pricing logic where applicable.

- Developed regulatory compliance reviews for drug formulary and plan benefits in areas of clinical appropriateness and non-discrimination for the ACA Marketplace. Proficient in an extensive area of regulatory and operational aspects of drug and formulary Marketplace reforms.

EXPERIENCE

CMS/Center for Medicare/Division of Encounter Data and Risk Adjustment Operations (DEDRAO), Woodlawn, MD, Feb. 2017 – Present

Social Science Research Analyst/Project Manager/Pharmacist (0-5 billet/ Full-time)

- Conducting study to compare changes in Medicare Advantage (MA) vs Traditional Medicare (FFS) enrollee health status to identify factors impacting risk scores for over for 30 million beneficiaries over 10 years to include drug treatments, medical devices and healthcare services provided for specific "Episodes of Care". Results will inform on process improvement revisions needed to recalibrate the risk adjustment payment model.

- Develop technical document/studies to inform policy and impact operational changes to include;
  - "Encounter Data Assessment of Accuracy and Completeness for Select Chronic Care Conditions Summary Document"
  - "Payer Code Research Durable Medical Equipment Next Steps"
  - "Tukey's Calculation Use for MA Organizations Claims Submission Report Card Metrics"

- Run operational analyses on MA risk adjustment payment model to validate accuracy of MA Organization payment compensation factors.

- Conduct analyses using Medicare MA and traditional Medicare (FFS) claim submissions, the Health Employer Data Information Set (HEDIS), Health Outcomes Survey (HOS), Consumer Assessment of Health Plans Survey (CAHPS), including financial and audit data to evaluate IT system performance and policy implementation impact.

- Project Manager Lead for Encounter Data System (EDS) project, a large-scale initiative for Medicare Advantage (MA) which has collected and processed over 2.5 billion records (medical claims) annually, currently in the implementation phase of the CMS Expedited Life Cycle and assigned a current complexity level of 3. Estimated project costs of $112 million, through fiscal years (FY) 2017 to 2021, covering multiple contracts to fully meet system development and implementation.

- Update Life Cycle cost, alternative analyses, Lessons Learned, Project Charter, Business Case documents, Annual Operating Analysis as needed and on yearly basis.

- Validate IT system testing and evaluation requirements met to ensure operational efficiencies. Make recommendations for development and implementation of performance measures for Risk Adjustment Suite of Systems (RASS) and EDS to determine if goals met and if process changes result in actual system improvements.

- Assist with daily operations of MA contractors for the Risk Adjustment team, coordinating activities across divisions to ensure compliance with payment policy and regulations including responsibilities for information technology systems that allow CMS to collect and process over 785 million encounter data records (medical claims) annually.

- Perform data analytics and implements process improvements for the Encounter Data System to improve payment accuracy for over 20 million Medicare Advantage (MA) beneficiaries by assessing claims submissions for accuracy, completeness and quality.

- Development and update of Risk Score Creation SOP that covers the collection, transfer, storage and analyses of encounter and risk adjustment data.

CMS/ Center for Consumer Information and Insurance Oversight (CCIIO) / Division of Plan Analytics & Research (DPAR), Bethesda, MD, December 2012 – February 2017

Public Health Consultant/Lead Pharmacist (0-5 billet/Full-time)

- As a **Public Health Consultant,** I conducted comprehensive studies to identify and propose solutions for policies characterized by national impact, importance, and severity; prepare recommendations for legislation e.g. Defining industry

standard for utilization management/developing means to identify discrimination with regards to the prescription benefit program nationally in the realm of ACA and HIV, using relational, object and dimensional databases, and developing Excel based tools for use in review of Issuer compliance with ACA standards.

- Operationalized policy set forth by the ACA specifically serving as expert for Plan Withdrawal/Suppression, Qualified Health Plan Certification, and Marketplace /Marketwide EHB policy, including the Prescription Drug benefit. Back up specialist for Plan Data Correction.

- Working alongside the Marketplace policy team, I provided valuable input to ensure health plans offered consumers drug benefits that were broadly equivalent, in quality and scope to a typical employer plan in established Marketplaces and Marketwide. I was also an award recipient for contributions made to the policy team.

- Technical document/studies developed to inform policy and impact operational changes included;
    - Formulary Adverse Tiering Post Certification Options Paper for Review and Tool development
    - Provider Network Breadth Recommendations for 2017
    - Specialist Access Review – Results Analyses

- Tiger Team member considered expert in many areas of Marketplace Plan Management and Certification.

- I revised a System design process so that compliance review tools could down load directly to insurers' desktop, while linked to a CMS data base allowing for real time adjudication and immediate response. This process reduced cost for resources by lessening our dependence on need for an additional data base, while at the same time decreasing the burden on insurers. Performed system integration and UAT testing

- Experienced in assessing and developing comprehensive materials designed to communicate to Pharmacy Stakeholder organizations and those advocate associations whose benefactors rely heavily on prescription drugs as the primary means of complex medical treatment e.g. those conditions suffered by enrollees of the "Pre-existing Condition Insurance Plan" (PCIP).

- Analyzed policies of Affordable Care Act (ACA) provisions related to issuer plan management, essential health benefits, cost sharing, service area, issuer marketing, renewals, non-renewals, change in ownership, and/or issuer oversight

- Familiar with a wide range of qualitative/quantitative methods to review, evaluate, and improve on public health program operations; e.g. methods for health services research evaluation/GIS and spatial analysis

- Provided program consultation to disseminate formulary review outcomes to CMS leadership providing policy decision support after manipulating, cleansing and processing data using Excel, Access, SQL and SAS programming. Provided training seminars for Issuers and State departments of insurance

- Contributed to regulations and guidance development regarding Federally-facilitated Marketplaces (FFMs) and Qualified Health Plans (QHPs) contributing annually to the HHS Notice of Benefit and Payment Parameters and to the Annual Letter to Issuers in the FFM

- Developed processes and procedures to resolve health insurance policy problems and improve operations in areas of plan maintenance, withdrawal and suppression, data corrections, non-discrimination, benefit access and prescription drug benefit reviews

- Reviewed new policy and legislative initiatives for potential impact on all aspects of QHP certification for data integrity, patient access, plan withdrawals and suppression, the prescription benefit, and transparency. Provided content for CMS official responses in Swift letter process

- Developed enforcement and policy standards for health insurance promoting non-discriminatory practices and benefit access to ensure affordable, quality health care coverage is available. Prepare program studies and reports, position papers, letters, guidance, and presentations regarding policy development for new FFM and QHP policies

- Extensive experience in conducting end user testing, development and review of business and functional requirements documents, development of test case scenarios as part of IT System module deployments during the life-cycle process for ACA Plan management, State DOI, Issuer and website development and maintenance projects.

- Applied quantitative and qualitative analytical techniques for decision making when developing Reviews and Tools developed include the Formulary Outlier Review, Clinical Appropriateness Review, Treatment Protocol Calculator, Specialist Access Assessment and the EHB-Rx Crosswalk.

- **As Pharmacist Team Lead**, I supported the COR in negotiations with industry to ensure the contract requirements were met as part of my management duties for all areas of the prescription benefit's implementation under the ACA including directing the development of prescription benefit reviews, the standard operating procedures, lessoned learned and quality assurance (QA) processes on both the Marketplace and nationally (Marketwide) for contract projects totaling $14 million annually.

- Served as a subject matter expert on the prescribing, coverage, and policies related to opioids, substance use disorder (SUD), and medication-assisted treatment (MAT). I addressed inquiries about the Marketplace's policies on SUD and MAT from other federal agencies such as the Office of Inspector General (OIG) and the Office of The Assistant Secretary for Planning and Evaluation (ASPE). I also prepared talking points on this subject matter for management.

- Made presentations to upper management about court decisions/legal opinions that may have impacted the Marketplace prescription benefit pertaining to procedural adequacy.

- Provided external outreach and support to broad range of organizations to include the National Association of Insurance Commissioners, Pharmaceutical Care Management Association (PCMA), National Association of Chain Drug Stores (NACDS) and the Pharmaceutical Research and Manufacturers of America (PhRMA).

- Conducted monthly CMS/Pharmacy Stakeholder meetings, fielding questions regarding the Marketplace, Essential Health Benefits (EHB) Prescription Drug policy with 12 pharmaceutical industry leader organizations such as AHIP, PhRMA, NCPA and NACDS

- Used resources such as Facts and Comparisons, Up to Date, nationally ranked clinical guidelines and peer reviewed studies when developing regulatory compliance reviews for drug formulary and plan benefits in areas of clinical appropriateness and non-discrimination for the Marketplace.

- Developed Excel and SAS based tools for state departments of insurance/Issuers to review formularies for Qualified Health Plan (QHP) certification on the Marketplace. Tools developed include the EHB-Rx Crosswalk, Formulary Outlier Review, Clinical Appropriateness Review, Treatment Protocol Calculator and the Specialist Access Assessment Review.

- Represented CMS on the State Health Insurance Exchange/Marketplace Task group hosted by the National Council on Prescription Drug Programs (NCPDP), assisting with Marketplace rollout and establishing pharmaceutical payment methods. Maintained effective relationships and leveraged resources with employees from the Food and Drug Administration (FDA), National Library of Medicine (NLM) and Agency for Healthcare Research and Quality (AHRQ) staffers.

- I managed all areas of the prescription benefit implementation of the ACA to include the development of prescription benefit reviews, the standard operating procedures, and quality assurance processes on both the Marketplace and nationally (Marketwide), for 16 million ACA enrollees covered under 6 thousand health plans offered by more than 300 health insurers in 50 states and the U.S. territories.

- Knowledgeable of Medicare part D and C regulation and used as a platform for developing the Marketplace prescription benefit program. Used the USP methodology to develop the EHB-Rx Crosswalk and EHB-RxNorm formulary drug lists posted on the Healthcare.gov website. Provided consultation for policy staff and contractors implementing the prescription drug modeling within the risk adjustment methodology.

- Worked with regulatory and legal experts to develop policy pertaining to the coverage of drug products. This involved an assessment of issues of emerging public health concern such as the prescription opioid epidemic, coverage of new drug therapies for Hepatitis C, HIV single regimen tablet coverage and tobacco cessation products.

- Collaborated with Medicare Part D part as part of an established working group, team, and Division to develop and revise policies and guidance documents involving complex and priority matters affecting compliance that were of national scope and significance.

- Ability to resolve especially difficult, critical, controversial, and precedent setting matters, questions, problems, and issues; take actions that significantly affect provisioning of the prescription drug benefit with public health policies and overall program application e.g. the requirement of appropriate means for consumer review of the plan formulary with associated cost share data via the Healthcare.gov website.

- As **Product Owner**, I led various projects through all life-cycle phases from start to operationalization. Expert knowledge of agency program goals and objectives and the relationship with other programs at the State and Health Insurance Industry level while coming into alliance with and attempting to address concerns of all entities involved ensuring compliance with agency goals and mission. The Treatment Protocol review costs $200 thousand annually to develop, update and implement.

- Used the WBS to successfully direct a multi-disciplinary team of CMS staff and contractor professionals with diverse backgrounds (clinical, data analytics, health policy and IT), maintaining an open, extremely productive and collaborate workplace by assigning tasks and monitoring team performance using a roles and responsibilities matrix.

- Conducted market research to consider commercial, government or novel strategies when developing stand-alone Excel and SAS based prescription drug benefit review tools for issuer and state department of insurance use to check formularies for clinical appropriateness, non-discrimination and other standards as required by the ACA mandates. Used comparative effectiveness research (CER) to identify studies for use as the basis for the development of our reviews and to use as a comparator to validate the impact of these reviews.

- Provided support in administering project testing from the preliminary design review to production readiness testing for Plan Withdrawal, Status Change and Data Correction processes. Considered an expert technical resource on the policy/regulatory issues concerning the development and management of projects and led the management of those projects associated with non-discrimination and clinical appropriateness.

- Managed agency program goals and objectives and the relationship with other programs at the State and Health Insurance Industry level while coming into alliance with and attempting to address concerns of all entities involved. Led the development or had significant input into numerous SOPs that were generated for newly implemented ACA programs e.g. Plan Suppression, Plan Withdrawal, EHB Crosswalk Annual Update, and several Post Certification Analysis Formulary reviews.

- Possess superior writing skills. Extensive contributions made to regulations and guidance development for the Marketplace and State Exchanges ongoing and annually in the HHS Notice of Benefit and Payment Parameters and to the Annual Letter to Issuers in the Marketplace. Collaborate with the Office of the Assistant Secretary for Planning and Evaluation (ASPE) and the Tri-Department to respond to highly technical inquiries, generate policy briefs, options papers, article critiques, talking points, public response statements, FAQs and guidance to address pertinent issues such as Mental Health Parity, Medication Assisted Treatment (MAT), Opioid Use Disorder and policy implications as related to the Prescription benefit. A large assortment of written materials are available for your review upon requests.

- Knowledge and expertise of written communications to prepare responses for inquiries, reports, and proposals analyzing raw data, drawing conclusions, and developing conclusions. A large assortment of written materials for review upon requests to include SOPs, policy briefs, technical papers, internal/external methodology documents, and activity proposals.

- Excel in oral communications and have considerable public speaking experience presenting at engagements on the national stage e.g. the Society of Federal Health Professionals (AMSUS), Joint Federal Pharmacy Seminar (JFPS), Washington DC Pharmacy Association (WDCPhA) and the USPHS Science and Technology Symposium.

Department of Homeland Security Immigration Customs and Enforcement Health Services Corps (IHSC), ICE Ambulatory Care Medical Center, Eloy, AZ, October 2008-December 2012 (0-4 billet/Full-time)
Chief Pharmacist/Performance Improvement Coordinator

- Instituted the National HIV Clinical Pharmacist Consultant (NHCPC) program for 5 -12 detainees
- Managed pharmacy department staff of 3 pharmacists and 4 techs.

- Performed chart reviews to ensure provider compliance with clinical guidelines.
- Led the performance improvement committee on projects such as Failure Mode Effects Analysis (FMEA), hazard and vulnerability assessments (HVA) and other process improvement activities.
- Supported onsite compliance officer in all areas of compliance to meet the American Corrections Association, Joint Commission, National Commission on Correctional Health Care and other federally mandated standards.
- Developed and implemented process to improve continuity of care for chronic condition detainees (e.g. HIV, Hepatitis C) returned to country of origin.

EDUCATION

Johns Hopkins School of Public Health, Baltimore, MD
Doctorates of Public Health (DrPH), expected June 2020
Concentration: Health Policy and Implementation Science
Related Coursework: Health Information Systems: Design to Deployment, Health Sciences Informatics: Knowledge Engineering & Decision Support, Leading Change through Health IT, Introduction to the Risk Sciences and Public Policy, Data Management Methods in Health Research Studies,

American Military University, Charlestown, WV
Masters of Public Health (MPH), June 2012
Concentration: Health Policy and Emergency Management,
Related Coursework: Health Policy, Public Health Program Planning and Evaluation, Research Methods in Public Health

Howard University College of Pharmacy, Washington, DC
Doctorates of Pharmacy, (PharmD-2015), (BSPharm- 1987)
Related Coursework: Comparative Effectiveness Research, Biostatistics

SKILLS

- SAS/SQL program experience
- [R] Programming language use
- Data query for the CMS Integrated Data Repository (IDR)
- FAC-P/PM Level III certification (Jan 2019)
- Proficient in Microsoft Office Suite
- Coursework/experience in Agile, Lean Six Sigma, biostatistics
- Extensive experience with the Integrated Data Warehouse (IDR), Chronic Condition Warehouse, One PI Training.
- Familiar with biostatistical concepts and calculations
- JIRA, GANTT, Microsoft Project, SharePoint, SAS_EG HipChat, Confluence, CALT, Agile and Waterfall methodologies.

AWARDS

- "The Affordable Care Act Contributions Toward the Development and Implementation of the Plan Maintenance Project and Providing Back-up Support" (March 2017)
- "Support to Separate Division Running Formulary Reviews in 5 States to Ensure Prescription Benefit Standards Were Met Under the Affordable Care Act" (April 2016)
- "Successfully led the coordination, development and implementation of processes for withdrawal and suppression of Qualified Health Plans". (October 2015)
- "Recognition of prominent role in developing non- discrimination prescription drug benefit reviews for the Affordable Care Act". (May 2014)
- CMS Honors– "Implementation of Validation Process for Risk Adjustment Models Score Creation"(2017)
- CMS Honors – "Encounter Data System Project Management Document Updates for Cloud Environment Transition" (September 2018)

ASSOCIATIONS

- American Public Health Association (APHA) - Member
- American College of Clinical Pharmacy (ACCP) - Member
- Healthcare Information and Management Systems Society (HIMSS) - Member
- Howard University Pharmacy School Alumni Association – Member
- Washington DC Pharmacy Association (WDPhA) – Member

- HHS Data Society and Idea CoLab

Section 2.7 Vivek Gore, PhD, PMP, CMS – Senior Information Technology Consultant

Dr. Gore is an Information Technology Consultant with over 25 years of experience, ranging from system and technical architecture and product management to project delivery and portfolio management. He has been instrumental in delivering large, mission-critical systems to a diverse customer base including multiple federal and state government agencies and commercial clients.

Dr. Gore has extensive experience in working with Medicaid and Medicare, and has expertise in the areas of medical claims processing, benefit management, social services, case management for mental health and cognitive disability, Managed Care, Medicare Advantage, Contract Compliance, Risk Adjustment, and Fraud, Waste and Abuse.

Dr. Gore has worked with several agencies within the states of Georgia, Maine, Maryland, Massachusetts, Michigan, Missouri, New Hampshire, and Washington. He has also worked with several federal agencies such as Centers for Medicare and Medicaid Services (CMS) on medical claims processing, US Department of Health and Human Services Office of Inspector General on fraud, waste, and abuse, US Census Bureau on Data Collection and Processing, US Department of Labor Office of Workers' Compensation Programs on medical bill processing, and US Department of Labor Mine Safety and Health Administration on data analysis. He has worked with commercial clients such as Anthem and Independence Blue Cross on Risk Adjustment in Medicare Advantage.

Dr. Gore has a proven track record as a program manager having provided oversight to over $500m worth of projects. He has worked with frameworks such as Capability Maturity Model Integration to establish Continuous Process Improvement and Operational Excellence within large organizations. He has also been instrumental in establishing large Learning and Development programs within organizations. Dr. Gore is several advanced degrees in computer science, and possesses the requisite SAS and Tableau skills necessary for the formulary review tool development.

Dr. Gore is an excellent educator and has been a faculty member at reputed universities such as UCLA and University of Edinburgh. He has also served as an Adjunct Associate Professor for Webster University at their campus on Bolling Air Force Base in Washington, DC.

Resume Included on the Following Page

VIVEK GORE, Ph.D., PMP, CSM

[redacted]

Professional Summary

Information Technology Consultant with over 25 years of experience, ranging from system and technical architecture and product management to project delivery and portfolio management. Responsibilities include capture, delivery, customer satisfaction, profit and loss, and operational process improvement. Successful engagements with a diverse customer base including multiple federal and state government agencies and commercial clients. Proven track record in managing large project portfolios (managed over $500m worth of projects). Knowledgeable in multiple business domains such as Census, Medicaid, Medicare, and Workers' Compensation. Technical expertise in implementing large transaction processing systems, business intelligence (BI) solutions, and artificial intelligence (AI) and machine learning based data analytics solutions using Big Data platforms. Experienced in Continuous Process Improvement and Quality Assurance using frameworks such as CMMI; and Learning and Development (Training). Focused on delivering solutions that meet business needs. Strong believer that quality and customer satisfaction are the most important criteria for measuring performance and success.

Employment Status US Citizen

Skills

- Capture Management (business development, pre-sales, proposal development, oral presentations, contract negotiations, and project startup)
- Portfolio Management (includes Program, Project, Product, and Procurement Management)
- Strategic Planning and Management, Business Strategy
- Organizational Change Management
- Risk Management
- Measurement and Analysis (Metrics-based Management)
- Customer and Stakeholder Relationship Management, Communication Management
- Domain Expertise (Census, Medicaid, Medicare, Workers' Compensation)
- Data Warehousing, business intelligence, AI, machine learning, data analytics, Big Data

Education and Certifications

- PhD, Computer Science, Rutgers University, NJ
- MS, Computer Science, Rutgers University, NJ
- Bachelor of Technology, Computer Science and Engineering, Indian Institute of Technology, Kanpur, India
- Project Management Professional (PMP) [Project Management Institute]
- Certified Scrum Master (CSM) [Scrum Alliance]

Training

- Training associated with certifications (PMP and CSM)
- Attended several events associated with PMI and other healthcare IT related conferences
- Data Warehouse technical training from Oracle Corporation
- "How to Solve Complex Problems" from MIT Sloan School of Management
- Project Estimation Techniques (PMI)

Work Experience

Title: Founder and Co-owner December 2018 – Present
Company: Primus Technology Consulting, LLC

- [Sep 2019 – Present] Providing System Architecture and business related Subject Matter Expert consulting services to the state of Missouri Division of Workers' Compensation for a large system modernization program; deliverables include system requirements, centralized database design, program and implementation roadmap, procurement considerations, and RFP creation
- [Dec 2018 – Present] Providing consulting services to a startup company in the areas of capture management, business development, and technology management for development of an AI and Big Data based data analytics solution (using data mining techniques such as Apriori and Frequent Pattern Growth algorithms) related to data quality, data gaps, and risk-adjustment in medical claims submitted by healthcare providers.
- [Jan 2019 – Present] Provided capture management support to Washington DC based system integrators for multiple strategic bids including US Department of Defense, US Army, and US Department of Labor.

Title: Senior Vice President, Enterprise Services January 2008 – Nov 2018
Company: CNSI (Rockville, MD)

Assignments (overlap is possible when working simultaneously on multiple assignments):

- [Aug 2014 – Nov 2018] Program Manager for implementation of Department of Labor's new Workers' Compensation Medical Bill Process (WCMBP) for the Office of Workers' Compensation Programs (OWCP). This is a $166 million contract over seven years and includes system implementation on AWS cloud followed by fully outsourced business process and technical operations. Responsibilities included capture, oversight to proposal response and assembling the management team (pre-award), and customer relationship management, profit and loss management, internal reporting to CNSI Board of Directors (post-award). Established a great working relationship with senior management within OWCP. System implementation is proceeding per the agreed upon schedule. The customer expressed great satisfaction over the work performed by CNSI as well as about the working relationship between the two organizations. The system to be implemented includes rules engine-based bill processing for OWCP's four programs, financial management of provider payments, mailroom operations, call center, provider and claimant outreach, operations management, and, operations management, and a Fraud and Abuse Detection System based on statistical and AI techniques.

- [Apr 2017 – Dec 2017] Interim Program Manager for Department of Veterans Affairs (VA) healthcare claim modernization initiative. This is an initiative led by VA's Financial Services Center in Austin, TX, to modernize and centralize the legacy claims processing systems for the VA Office of Community Care. Supported the capture and proposal process, participated in

contract negotiations post award, planned and executed project kick off, authored the first several iterations of the Project Management Plan, received customer approval on the first five major deliverables, and transitioned program over to the permanent project manager after hire.

- [Jun 2015 – Nov 2018] Senior Business Consultant at the US Census Bureau on a program management contract for the Census Enterprise Data Collection and Processing (CEDCaP) initiative. This is a very important initiative aimed at developing enterprise capabilities within the Census Bureau for conducting surveys and censuses. Prior to this initiative, every department within the Bureau worked in silos and ended up developing similar capabilities and solutions, with several redundant contracts. The Senior Business Consultant was responsible for developing and maintaining the Transition Plan that defines when and how new capabilities are developed, when and how old systems are sunset, and the process for onboarding current systems onto the new set of enterprise capabilities. One of the key challenges of this task is to define the plan so that none of the key dates for Census Bureau's ongoing activities such as current surveys, economic census, and decennial census are compromised. Worked closely with different divisions to understand their challenges and constraints and worked collaboratively to define and refine the Transition Plan. Worked actively on the contract until June 2017, and thereafter supported on an as needed basis.

- [Jul 2011 – Aug 2014] Program Manager at the US Census Bureau Center for Applied Technology (CAT). Responsibilities included capture support, oversight to proposal response, managing a team of senior technical personnel to support the day to day operations of CAT; establishing CAT as a center for innovation within the Census Bureau; and setting up enterprise centers of excellence for Enterprise Architecture, Mobile Technologies, Cloud Computing, Enterprise Content Management, and Service-Oriented Architecture.

- [Jan 2008 – Jul 2011] Program Director for the State of Washington's Medicaid Management Information System (ProviderOne) program. Took over a troubled project with a contract worth $178 million that had gone on for almost three years without completing even the design phase. Responsibilities included customer relationship management, oversight over software development life cycle including the eCAMS product, providing leadership for a 130-person team, and profit and loss management. The project was implemented in May 2010 and certified as meeting all federal requirements by the Centers of Medicare & Medicaid Services (CMS) in July 2011 with no findings or corrective actions. Dual hatted as Project Director for a Data Warehouse implementation that provided capabilities for Decision Support and Program Integrity, both involving AI-based solutions. One of the projects within the ProviderOne program was the implementation of the incentive payment program for providers for adopting EHR systems. This involved working closely with CMS and the Office of National Coordinator and implementing verification of meaningful use metrics.

- [Jul 2015 – Jun 2018] Served as chief executive overseeing the establishment of CNSI's Enterprise Learning and Development (Training) Department. Responsibilities included establishing vision and mission for the department, assembling the right team, monitoring costs, implementing a new learning management system, and making learning and development an integral part of every employee's tenure with CNSI. All goals were achieved.

- Throughout the tenure at CNSI, participated in several business development, capture management, and proposal management initiatives. Initiatives include bids for FAA, Department of Energy, Department of Homeland Security, US Census Bureau, Centers for Medicare &

Medicaid Services (CMS), Department of Labor, VA, US Coast Guard, States of Maine, Maryland, Massachusetts, Washington, Michigan, Oregon, Wisconsin, New Hampshire, Iowa, and Utah.

Title: Vice President, Technology — January 2002 – December 2007
Company: CNSI (Rockville, MD)

Assignments:

- [Aug 2005 – Feb 2011] Project Director for the State of Maine's Claims Management System (MECMS) project (worth $50m). Responsibilities included customer relationship management, oversight over software development life cycle, change management, providing leadership for a 45-person team, and profit and loss management. MECMS was implemented for timely adjudication and accurate payment of Medicaid claims. The auto-adjudication rate increased from about 70% in the legacy system to 94% in MECMS.

- [Jan 2002 – Jul 2005] Lead Architect for MECMS Decision Support, Surveillance and Utilization Review, and Business Intelligence solutions. Implemented a Cognos-based business intelligence solution. Also managed quality assurance for the project by providing oversight to the test management team.

- [Jan 2006 – Aug 2018] Served as CNSI's senior executive for quality assurance and process improvement. The most important responsibility was to establish corporate policies, standard processes, procedures, and templates across the organization for project delivery, to demonstrate process maturity based on Capability Maturity Model Integration (CMMI), and to establish a continuous process improvement program. Result: CNSI was successfully assessed (by an external auditor) at CMMI Level 2 in 2007 and 2010, and at Level 3 in 2014 and 2017. The current assessment is valid until April 2020. CNSI has a standard set of processes, procedures, and templates that are followed across all federal and state programs.

Title: Director, System Development — November 1997 – December 2001
Company: CNSI (Rockville, MD)

Assignments:

- Supported the US Census Bureau as a System Architect and helped to implement several systems that supported Census 2000 including Operations Control and Accuracy and Coverage Evaluation. Selected by the Census Bureau as the only contractor to serve on a committee set up to evaluate the performance of the systems during Census 2000.
- Supported Massachusetts Division of Insurance, and Maine Department of Behavioral and Developmental Services as Project Manager.

Title: Assistant Professor of Computer Science — July 1993 – October 1997
Institutions: University of Edinburgh (UK) and University of California, Los Angeles

Awards

- Scholarship from National Council for Educational Research and Training, India (1983-1987)
- Rutgers University Graduate Excellence Fellowship (1991)
- Numerous performance awards and bonuses in recognition of my work at CNSI
- Technical Employee of the Year, CNSI (1999)
- Employee of the Year, CNSI (2001) [Awarded a Mercedes Benz car]

Section III – Budget

Section 3.1 **Price Schedule**

Name	Classification	Hourly Rate
Ralph Scott, JD, LLM	Supervising Principal and Legal and Policy Expert	$135.00
Angela Eastman, JD, LLM, MCM	Project Manager and Legal and Policy Expert	$125.00
Julie McCoy, PharmD, JD	Legal and Policy Expert and Clinical Pharmacist Consultant	$125.00
Hetal Mishra, RPh, MS	Clinical Pharmacist Consultant	$125.00
Nooshin Manafi, PharmD, RPh	Clinical Pharmacist Consultant	$125.00
Jacquelyne Ivery, PharmD, RPh, MPH	Clinical Pharmacist Consultant	$125.00
Vivek Gore, PhD, PMP, CSM	Senior Information Technology Consultant	$175.00

Section 3.2 **Proposed Budget**

Task 1 – Formulary Review Best Practices and Regulatory Analysis – 5 Weeks to Complete (beginning early April 2021)

	Hourly Rate	Hours	Fees
Task 1 Project Preparation:			
Project Manager	$125	10	$1,250
Total		**10**	**$1,250**
Formulary Review Best Practices:			
Supervising Principal	$135	1	$135
Project Manager	$125	40	$5,000
Clinical Pharmacist Consultants	$125	200	$25,000
Total		**241**	**$31,385**
Regulatory Legal and Policy Analysis:			
Supervising Principal	$135	5	$675
Project Manager	$125	160	$20,000
Clinical Pharmacy Consultants	$125	40	$5,000
Total		**205**	**$25,675**
TASK 1:			
Supervising Principal	$135	6	$810
Project Manager	$125	210	$26,250
Clinical Pharmacy Consultants	$125	240	$30,000
Total		**256**	**$57,060**

Task 2 – OPTIONAL – Produce Tool and Training (1-2 Disease Conditions Only for Specified Year) – 13 Weeks to Complete (beginning late April 2021)

	Hourly Rate	Hours	Fees
Task 2 Project Preparation:			
Project Manager	$125	10	$1,250
Total		**10**	**$1,250**
Clinical Guideline Templates:			
Project Manager	$125	10	$1,250
Clinical Pharmacist Consultants	$125	30	$3,750
Total		**40**	**$5,000**
Regulatory Compliance:			
Project Manager	$125	30	$3,750
Clinical Pharmacy Consultants	$125	10	$1,250
Total		**40**	**$5,000**
Tool Design, Creation and Testing:			
Project Manager	$125	30	$3,750
Clinical Pharmacy Consultants	$125	30	$3,750
Senior IT Consultant	$175	320	$56,000
Total		380	$63,500
Tool Use/Explanation, Procedures, and Training/Outreach:			
Project Manager	$125	40	$5,000
Clinical Pharmacy Consultants	$125	40	$5,000
Senior IT Consultant	$175	40	$7,000
Total		380	$17,000
TASK 2:			
Project Manager	$125	120	$15,000
Clinical Pharmacy Consultants	$125	110	$13,750
Senior IT Consultant	$175	360	$63,000
Total		**590**	**$91,750**

TOTAL NOT TO EXCEED AMOUNT

	Hourly Rate	Hours	Fees
Task 1 Total		256	$57,060
Task 2 Total		590	$91,750
Travel, If Necessary			$4,000
TOTAL		**846**	**$152,810**

Due to the requirement that the project shall be completed by August 18, 2021, NSE has limited Task 2 tool development to one or two disease conditions only for a specified year. The tool shall be deemed fit for use only after design, creation, beta testing, and refinement. Beta testing requires actual carrier data.

NSE anticipates that the project will be conducted entirely remotely. However, in the event that the travel is necessary, then NSE has included an additional $4,000 for travel expenses limited to no more than three days and two nights onsite for up to three team members.

In the event that travel is required, NSE follows the NAIC provisions for "Out of Pocket Expense Reimbursement." We use the CONUS tables for Lodging and Meals. All transportation charges including air, train, shuttle, cab, rental car, rental car fuel, parking for personal car at the airport while on travel status, and parking at the job site are actuals and require receipt. We allow one rental car per three team members.

Section IV – Plan of Work

NSE intends to approach this project in two steps by completing (1) Formulary Review Best Practices and Regulatory Legal and Policy Analysis and (2) Creating and Testing the Formulary Review Tool.

Task 1 – Formulary Review Best Practices and Regulatory Legal and Policy Analysis – Approach

NSE will provide recommendations to the NHID regarding best practices for the review of formularies submitted to the NHID to ensure compliance with EHB benchmarks and identify discriminatory practices. Clinical pharmacists will create a formulary review process including best practices with a systematic and efficient process for reviewing the various "tools" within the Formulary Review Suite. The formulary review process will:

- Clearly identify the top ten disease conditions and treatment (or based on the year of review and conditions within the CMS tools).
- Discuss CMS tools currently available for formulary review and the limitations associated with those tools (gaps).
- Identify and explain standard operating procedures (SOP) already available for formulary reviews and identify a systematic process for reviewing each component of the CMS tools.
- Identify best practices in not only running the tools (taking the issuer benefits data), but also provide detailed instructions about how to interpret the outliers and results of the tools and analyze and provide feedback to the issuers, including a template response for all of the tools.
- Identify best resources containing the most recent and relevant clinical guidelines widely recognized by the medical community.

- Identify best resources for up-to-date marketing dates for drugs in order to avoid marketing outside of the review period (one rationale item on the justification form), as well as provide detailed instructions about interpreting the various justifications (rationales) for why the drugs were not included in the benefit design.
- Identify best resources for researching the most current National Drug Codes (NDC) that are affiliated with their respective RXCUIs provided by the National Library of Medicine (NLM) that will increase review efficiency.
- Identify best resources for additional pharmacy research necessary to complete formulary reviews.
- Present an effective database template for formulary review research information.
- Discuss how to eliminate inefficiencies in pharmacy research for formulary reviews.
- Outline and explain how to appropriately apply clinical guidelines.
- Outline and explain how to effectively analyze clinical information.
- Discuss utilization management techniques and the result of such techniques when used appropriately or inappropriately.
- Discuss how to accurately review justifications for the drug count tool.
- Discuss how to avoid using outdated RXCUI information.
- Provide a complete formulary review flowchart.

As a result of our team of pharmacists completing several formulary reviews, we are able to provide guidance and feedback regarding how to complete thorough and consistent formulary reviews while avoiding approval of non-compliant formularies, using outdated or inaccurate information, improperly analyzing information and drug tool count results, eliminating manual review error, and eliminating review inefficiencies. In fact, team members have created similar formulary review processes (including best practices) for other regulators resulting in accurate and streamlined formulary reviews.

In tandem, our legal and policy experts will review applicable formulary laws, regulations, and policy guidance regarding discriminatory formulary practices. We will first review and analyze federal regulations prohibiting discrimination and mandating compliance with EHB including, but not limited to, 45 CFR §156.125, 45 CFR § 156.200, and 45 CFR § 156.225. Thereafter, we will review and analyze state statutes addressing formulary regulation including, but not limited to, RSA 420-J:7-b, RSA 415, and RSA 417:4. Our team is aware of the nuances in state formulary regulations such as prior authorization requirements (e.g., standard and expedited). Our regulatory legal and policy analysis will include a comprehensive report:

- Defining important terms or concepts
- Identifying applicable regulations and law
- Outlining interpretation and/or meaning
- Identifying authority and consequences of noncompliance

- Discussing regulatory limitations and/or legislative areas of improvement, if any
- Outlining suggestions for promoting and ensuring compliance
- Making comparisons to other states with effective statutes and regulations
- Providing examples of discriminatory benefit designs

We will also create a "book of law" outlining the applicable regulations with concise annotations.

Task 2 – Creation of Review Tool and Training – Approach

As previously mentioned, due to the requirement that this project must be completed by August 18, 2021, NSE proposes creating a review tool for one to two disease conditions for a specified year (e.g., 2020). The intent is to create a tool that closes the gaps or limitations associated with the current CMS tools, streamlines and aids the formulary review process, and ensures consistent outputs. In addition, this review process may serve multiple purposes in that the research and data within the tool may be used for other reviews such as MHPAEA reviews for pharmacy).

Prior to creating and programming the tool, our pharmacists will create clinical guideline templates for each disease condition (for a specified year) addressing:

- All drugs are included for specific disease conditions (this is necessary if the NHID intends to later build out the top ten disease conditions and use the tool for parity)
- Unique drug counts
- Non-discrimination cost-sharing
- Non-discrimination category and classification of drugs
- Identification of outliers from EHB benchmark plan
- Identification of drugs requiring step therapy and prior authorization (utilization management techniques) and other utilization management techniques commonly identified as violations in MHPAEA reviews
- Availability of covered drugs associated with ten conditions as recommended in clinical guidelines, to ensure that issuers are offering a sufficient type and number of drugs

Dr. Ivery and Dr. Gore both have SAS and Tableau experience. Therefore, they will design the tool in a way that produces accurate and easy-to-understand summary findings (outputs). In order to design an effective tool, Dr. Ivery and Dr. Gore will take the (disease condition) clinical guideline templates and utilization management techniques as the control and basis for comparison of actual plan formulary data.

Once the tool has been created, it is important to test the tool for quality assurance (QA). QA requires inputting actual carrier data. Clinical pharmacists

will participate in QA to ensure that clinical guideline templates accurately capture data and translate results. Upon completion of QA, Dr. Ivery and Dr. Gore will refine the tool, if necessary.

Once the tool is deemed fit for use, our team will create a user manual outlining step-by-step instructions for using, maintaining, and updating the tool. The user manual will include operating procedures, as well as guidance on interpreting summary findings (outputs). Our team will also create and present a comprehensive training on the formulary review process and use of the tool within the formulary review process. We anticipate a one- or two-day training.

Administrative Details, Timelines, and Deliverables

NSE understands that the NHID will award this project to the winning contractor(s) on March 17, 2021, and that work is anticipated to begin in early April or as soon as the contractor is able to execute all necessary paperwork. In light of the immediate start date, NSE proposes meeting with the NHID as soon as possible to establish project procedures, protocols, and administrative housekeeping details such as establishing dates and times for regular status meetings, utilization of technology, expectations for client-vendor communication, NHID preferences for work product templates, and any other specific project details, rules and/or expectations. NSE suggests providing bi-weekly status reports for Tasks 1 and 2, and holding regularly scheduled teleconference or videoconference meetings to discuss progress and any questions that NSE or the NHID may have throughout the project.

Task 1 Timeline: NSE anticipates beginning to work on formulary review best practices and legal and policy analyses in early April 2021. NSE anticipates completing Task 1 within **five weeks** after our initial meeting with the NHID.

Task 1 Deliverables: Upon completion of Task 1, the NHID will receive a comprehensive written process outlining best practices for formulary reviews, as well as a written report with legal and policy analyses regarding the current regulatory landscape and framework for formulary regulation, discriminatory formulary practices, and compliance with EHB. NSE will forward both documents to the NHID in draft form, and upon review the NHID may request clarification, edits and/or additions. Within one week from receiving written comments and questions from the NHID, NSE will answer all comments and finalize both documents.

NSE also suggests scheduling a meeting with NHID personnel to discuss formulary review best practices and the legal and policy analysis of the current regulatory landscape. NSE is happy to answer any questions that the NHID may have, as well as engage in meaningful and substantive dialogue regarding formulary reviews.

Task 2 Timeline: NSE anticipates beginning to work on the tool at the end of April 2021. NSE anticipates creating the initial tool within **eight weeks** after clinical guideline templates are created (templates require one week for completion). NSE then intends to beta test the tool using actual carrier data provided by the NHID (beta testing requires one week). NSE will then refine the tool, if necessary, based on outputs (refinement requires one week). **Creation, testing, and refinement shall be completed no later than August 6, 2021.**

In tandem, NSE will create a draft user manual for the NHID to review. Upon completion of review, NSE will finalize the user manual. During beta testing and refinement, the NSE team will also create a comprehensive training for the NHID. **The draft user manual and all training materials shall be forwarded to the NHID no later than August 11, 2021.**

Finally, NSE proposes **scheduling training for August 16, 2021.** If an additional day is required for training, then NSE proposes August 17, 2021. **In total, Task 2 shall be completed within 13 weeks.**

Please note that if design, beta testing, and refinement are completed earlier, the NHID shall receive the draft user manual and training materials shortly thereafter, and training may be scheduled for an earlier date. Additionally, NSE proposes sharing updates of tool development visually (through screen share) in order for the NHID to understand progress and updates.

Task 2 Deliverables: NSE will create a formulary review tool deemed fit for use after beta testing and refinement with a comprehensive user manual outlining how to use, maintain, and update the tool. The user manual will also outline how to read and interpret summary findings (outputs). NSE will also train NHID personnel on how to complete formulary reviews and use the tool.

Section V – Relevant References

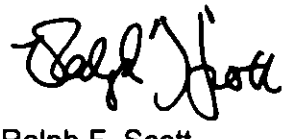
Title	State or Organizations	Telephone Number	Email	Note
Scott Kipper, President	Kipper Strategic Solutions	(775) 750-5925	scott@kipperstrategies.com	Reference for NSE's market excellence in health exams and legal and policy expertise. NSE performed several exams for the State of Nevada while Mr. Kipper was the Nevada Insurance Commissioner.
Mary Nugent, Director of Compliance and	Center for Consumer	(410) 786-8816	Mary.Nugent@cms.hhs.gov	Reference for NSE's regulatory

Enforcement Oversight Group	Information and Insurance Oversight (CCIIO) and Department of Health & Human Services (HHS)			compliance and health law expertise.
Christina Rouleau, Director of Market Regulation and Producer Licensing	Vermont Department of Financial Regulation – Division of Insurance	(802) 828-2910	christina.rouleau@vermont.gov	Reference for NSE's regulatory compliance expertise. NSE has performed market conduct exams for the State of Vermont in the past.

Section VI – Conflict of Interest Statement

I, Ralph F. Scott, hereby certify that each consultant included in the NSE proposal does not have a conflict of interest with this particular project as outlined in the Legal and Policy Analysis of Formulary Review RFP and/or with the New Hampshire Insurance Department.

Dated at Colleyville, Texas on this 15th day of March, 2021.



Ralph F. Scott
Principal
NorthStarExams, LLC

Agreement with NorthStarExams, LLC
2021 Formulary Legal and Policy Analysis RFP
Exhibit A
Special Provisions -- Modifications, Additions, and/or Deletions to Form P-37

NorthStarExams LLC offers consulting services by self-employed persons working out of their home, and are therefore exempt from the definition of an employer (RSA 281-A) and the workers' compensation requirement indicated under item number 15 of the P-37.

RFS

Agreement with NorthStarExams, LLC

2021 Formulary Legal and Policy Analysis RFP

Exhibit A-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.

Ralph F. Scott, Principal of NorthStarExams, LLC
Printed Name of Contractor

March 25, 2021
Date

Contractor Signature

Agreement with NorthStarExams, LLC
2021 Legal and Policy Analysis of Formulary Review RFP
Exhibit B
Scope of Services

The consultant's primary responsibility will be:

Task 1: Formulary review best practices and regulatory legal and policy analysis.

- NSE will provide recommendations to the NHID regarding best practices for the review of formularies submitted to the NHID to ensure compliance with EHB benchmarks and identify discriminatory practices. Clinical pharmacists will create a formulary review process including best practices with a systematic and efficient process for reviewing the various "tools" within the Formulary Review Suite.
- Provide guidance and feedback regarding how to complete thorough and consistent formulary reviews while avoiding approval of non-compliant formularies, using outdated or inaccurate information, improperly analyzing information and drug tool count results, eliminating manual review error, and eliminating review inefficiencies.
- Deliver a comprehensive report following a review of applicable formulary laws, regulations, and policy guidance regarding discriminatory formulary practices.
- Create a "book of law" outlining the applicable regulations with concise annotations.

Task 2 – Creation of Review Tool and Training

- Develop a review tool for one to two disease conditions that closes the gaps or limitations associated with the current CMS tools, streamlines and aids the formulary review process, and ensures consistent outputs that may serve multiple purposes in that the research and data within the tool may be used for other reviews such as MHPAEA reviews for pharmacy.
- Deliver a user manual outlining step-by-step instructions for using, maintaining, and updating the tool. The user manual will include operating procedures, as well as guidance on interpreting summary findings (outputs).
- Create and present a comprehensive training on the formulary review process and use of the tool within the formulary review process.

Agreement with NorthStarExams, LLC
2021 Formulary Legal and Policy Analysis RFP
Exhibit C

Contract Price, Price Limitations and Payment

The services will be billed at the rates set forth in the Contractors Proposal, dated March 15, 2021, not to exceed the total contract price of $152,810.

NSE will submit invoices to the New Hampshire Insurance Department at least monthly. Invoices will contain the total number of hours and corresponding labor charges for each member of NSE and their subcontractors for the preceding calendar month. Invoices will be submitted electronically.

RFS 3/25/2021

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

Ruth R. Hughs
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for NorthStarExams, LLC (file number 800882051), a Domestic Limited Liability Company (LLC), was filed in this office on October 09, 2007.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on March 22, 2021.

Ruth R. Hughs
Secretary of State

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 NORTHSTAREXAMS, LLC is a Texas Limited Liability Company registered to transact business in New Hampshire on March 23, 2021. 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: **866556**

Certificate Number : **0005320905**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this **23rd** day of **March** A.D. **2021.**

William M. Gardner

Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Ralph Scott, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory – Print Name)

1. I am the ~~Sole Member/Manager~~ Managing Member of the Company of NorthStarExams, LLC.
(Name of Limited Liability Company)

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

Ralph Hd
(Contract Signatory - Signature)

3/23/21
(Date)

STATE OF Florida
COUNTY OF Palm Beach

On this the 23rd (Day) day of March (Month), 2021 (Yr), before me, Shernelle Mccombie (Name of Notary Public / Justice of the Peace), the undersigned officer, personally appeared Ralph Scott (Contract Signatory – Print Name), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Shernelle Mccombie
(Notary Public / Justice of the Peace - Signature)

(NOTARY SEAL)

SHERNELLE MCCOMBIE
Commission # GG 355240
Expires July 15, 2023
Bonded Thru Budget Notary Services

Commission Expires:

Doc ID: e120f32801af9660bc7347cca9d2ed4364619551

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/05/2021

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 SUBROGATIONIS 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 AUTOMATIC DATA PROCESSING INS AGCY 76250717 71 HANOVER ROAD FLORHAM PARK NJ 07932	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (800) 524-7024 **FAX (A/C, No):** (800) 524-4013 **E-MAIL ADDRESS:**
INSURED NORTHSTAREXAMS,LLC 2501 WILTSHIRE ST BEDFORD, TX 76021	**INSURER(S) AFFORDING COVERAGE** — **NAIC#** INSURER A : Sentinel Insurance Company Ltd. — 11000 INSURER B : Hartford Fire and Its P&C Affiliates — 00914 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			76 SBU IH6583	03/01/2021	03/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			76 SBU IH6583	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			76 SBU IH6583	03/01/2021	03/01/2022	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG ZI0571	11/16/2020	11/16/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000
A	EMPLOYMENT PRACTICES LIABILITY			76 SBU IH6583	03/01/2021	03/01/2022	Each Claim Limit Aggregate Limit	$10,000 $10,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

STATE OF NEW HAMPSHIRE
21 S FRUIT ST
CONCORD NH 03301-2428

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

Susan L. Castaneda

STANDARD EXHIBIT I

The Contractor identified as NorthStarExams, 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, TitleXIII, 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 New Hampshire Insurance Dept	NorthStarExams, LLC
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Christopher Nicolopoulos	Ralph Scott
Name of Authorized Representative	Name of Authorized Representative
Commissioner	Principal
Title of Authorized Representative	Title of Authorized Representative
4/5/21	3/25/2021
Date	Date