The State of New Hampshire
Insurance Department
21 South Fruit Street, Suite 14
Concord, NH 03301

2023 PM12:52 RCV

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Christopher R. Nicolopoulos
Commissioner

David J. Bettencourt
Deputy Commissioner

May 11, 2023

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

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to enter into a **Sole Source** contract with NorthStarExams, LLC (VC#352023) of Bedford, Texas in the amount of $57,210 to provide NHID staff with additional training and technical assistance relating to the review of drug formularies for discriminatory benefit designs and the use of the Drug Tiering Tool previously built for the NHID by NorthStarExams, effective upon Governor and Council approval through November 30, 2023. 100% Federal Funds.

Funding is available in Fiscal Year 2023, in account State Flexibility-Cycle II Grant, and is anticipated to be available for Fiscal Year 2024 contingent upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

02-24-24-240010-32640000 - **State Flexibility-Cycle II Grant**

State FY	Class-Account	Class Title	Amount
2023	046-500464	Consultants	$30,000
2024	046-500464	Consultants	$27,210
		Total	**$57,210**

EXPLANATION

Before approving health plan products, the NHID must perform a prescription drug formulary review to ensure that discriminatory benefit designs are not present. In SFY 2021 and 2022, NorthStarExams assisted the NHID by conducting staff trainings on formulary review best practices and by developing an automated screening tool designed to flag potentially discriminatory formulary benefit designs. Initially, the screening tool proved to be very valuable in reviewing the large number of data elements present in the typical formulary filing and discerning benefit designs that discriminated against persons with specific chronic health conditions. However, due primarily to key staff turnover, the NHID has had difficulty using the tool in subsequent years. A **sole source** contract is necessary in this case because the NHID must retain the same contractor that built the screening tool to assist the Department in updating the tool, training current staff in use of the tool, and developing a plan that will allow the NHID to be self sufficient going forward in the use of the tool.

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,

P.J. Patterson, for

Christopher R. Nicolopoulos

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 South Fruit Street, Suite 14 Concord, NH 03301	
1.3 Contractor Name NorthStarExams, LLC		1.4 Contractor Address 2501 Wiltshire Street Bedford, Texas 76021	
1.5 Contractor Phone Number (817) 939-9040	1.6 Account Unit and Class 02-24-24-240010-32640000-046-500464	1.7 Completion Date 11/30/2023	1.8 Price Limitation $57,210
1.9 Contracting Officer for State Agency Alexander K. Feldvebel, Examiner IV		1.10 State Agency Telephone Number (603) 271-2396	
1.11 Contractor Signature Date: 5/8/2023		1.12 Name and Title of Contractor Signatory Ralph F. Scott, Principal	
1.13 State Agency Signature Date: 5/10/23		1.14 Name and Title of State Agency Signatory David J. Bettencourt Deputy 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: Christopher Bond On: 5/10/23			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials RFS
Date 5/8/23

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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.

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7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved

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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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

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26. 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.

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Agreement with NorthStar Exams, LLC
Additional Training and Support for Formulary Review
For Discriminatory Benefit Designs

Exhibit A:
Special Provisions – Modifications, Additions, and/or Deletions to Form P-37

I. *Ownership and Use of Documents.* All work product, reports, work papers, records, files, documents, schedules, computations, data, and correspondence created by or in the possession or control of Contractor or its sub-consultants and related to the Scope of Services to be provided, including those in electronic format, whether complete or incomplete, shall be the exclusive property of the Department.

II. *Security and Confidentiality:* Contractor and its sub-consultants shall comply fully with all security procedures of the Department (or that bind the Department) in performance of this agreement. With respect to any information supplied in connection with this Agreement and designated as confidential, or which Contractor and its sub-consultants should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure, Contractor and its sub-consultants agrees to protect the confidential information in a reasonable and appropriate manner, and use and reproduce the confidential information only as necessary to perform its obligations under this Agreement and for no other purpose. Without express written consent of the Department, Contractor and its sub-consultants shall not divulge to third parties any confidential information obtained by Contractor or its agents, sub-consultants, officers, or employees in the course of performing work under this Agreement and/or the Scope of Services, including but not limited to security procedures, business operations information, or commercial proprietary information in the possession of the Department. To ensure confidentiality, Contractor shall take appropriate steps as to its personnel, agents, peer reviewer(s), and sub-contractors. The provisions of this paragraph shall survive this Agreement.

III. *Public Records:* Contractor and its sub-consultants shall consult with the Department and obtain Department approval before disclosure of any records except as expressly provided for in this Agreement and the Scope of Services. If Contractor or its sub-consultants receives a request for records or a subpoena, Contractor shall furnish copies of the request and of any records in its possession and its sub-consultants possession that are responsive to the request to the Department. The Department will either defend the

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Date: 5/8/23

request or produce any public records or subpoenaed records to the requesting party, if any of the records are determined to be subject to disclosure. In the event that a judge in a court of competent jurisdiction orders Contractor or its sub-consultants to produce records in its possession directly to a court or other party, Contractor and its sub-consultants shall comply with the order and shall furnish a copy of any records produced to the Department.

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Date: 5/8/23

Agreement with NorthStar Exams, LLC
Additional Training and Support for Formulary Review
For Discriminatory Benefit Designs

Exhibit B:
Scope of Services

Task 1 – Consultation

NSE will confer with NHID staff about the difficulties they have experienced to date attempting to use the Drug Tiering Tool. NSE will then identify additional training needs and make modifications as necessary to the work plan to carry out additional training with the appropriate staff members, given the NHID's new staff configuration. Consultation will take place via email, telephone calls, and videoconference.

Task 2 – CMS Formulary Tools Training

NSE will provide NHID staff with a high-level training and/or best practices advice on how the CMS Formulary Review Tools are used. Here, the assumption is that CMS itself will be applying the tools in the first instance to the NH Marketplace filers' formulary submissions. The goal is to better equip NHID reviewing staff to play a more active role in their interactions with CMS and the filers as CMS applies the CMS Formulary Review Tools to the NH Marketplace filings and reports findings or objections. The training will include a slide deck and will be conducted using a videoconference platform.

Task 3 – Update the Drug Tiering Tool

NSE will update the Drug Tiering Tool, as necessary, to be in accordance with the most up-to-date formulary guidance and templates from CMS. Once the Drug Tiering Tool has been updated, it is important to test the tool for quality assurance (QA). QA requires inputting actual carrier data. NSE's clinical pharmacist will participate in QA to ensure that updates accurately capture data and translate results. Upon completion of QA, our senior IT consultant will refine the Drug Tiering Tool, if necessary. Updates will be made using vendor's Tableau subscription. Vendor will then provide client with the updated Tableau package.

Task 4 – Drug Tiering Tool Training

NSE will retrain NHID staff on the use of the updated Drug Tiering Tool. The training will include a slide deck and will be conducted using a videoconference

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platform.

Task 5 – MHPAEA Review of Prescription Drug Formularies Training

Aside from using the Drug Tiering Tool, NSE will provide training to NHID reviewing staff on how to manually review formularies for compliance with the federal Mental Health Parity and Addiction Equity Act (MHPAEA) and state antidiscrimination laws applying to mental health and substance use disorder (SUD) benefits. The training will include a slide deck and will be conducted using a videoconference platform.

Task 6 – Development of Plan

Working with the appropriate NHID staff members, NSE will develop an executable plan that would allow the NHID to be self-sustaining from year to year in its use of the Drug Tiering Tool. This would include a plan more making any necessary yearly updates and a plan for better equipping the reviewing staff to make the necessary judgment calls on red flag formulary design questions. Development of the executable will occur by email exchange, telephone calls, and videoconference.

Agreement with NorthStar Exams, LLC
Additional Training and Support for Formulary Review
For Discriminatory Benefit Designs

Exhibit C:
Payment Terms

Services will be billed at the rates set forth in the Contractor's Proposal, dated May 1, 2023, not to exceed the total contract price of $57,210.

NSE will submit invoices to the New Hampshire Insurance Department on a monthly basis. Invoices will contain the total number of hours and corresponding labor charges for each member of the NSE team and NSE's subcontractors for the preceding calendar month. Invoices will be submitted electronically.

Contractor initials: RFS
Date: 5/8/23

NorthStarExams

Insurance Regulatory Consultants and Examiners

Response to:
Additional Training and Support for Formulary Review for Discriminatory Benefit Designs

Issued By:
New Hampshire Insurance Department
21 South Fruit Street, Suite 14
Concord, New Hampshire 03301
Direct: (603) 271-2396

State Contact: Alex Feldvebel
Email: Alex.K.Feldvebel@ins.nh.gov
Direct: (603) 271-2396

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

Vendor Contact: Ralph F. Scott, Principal
Email: ralph.scott@northstarexams.com
Direct: (817) 939-9040

Date of Proposal:
May 1, 2023

NorthStarExams
Insurance Regulatory Consultants and Examiners

May 1, 2023

Alex Feldvebel
New Hampshire Insurance Department
21 South Fruit Street, Suite 14
Concord, NH 03301

Re: Response to Request for Additional Services

Dear Mr. Feldvebel,

NorthStarExams, LLC ("NSE") is pleased to submit this proposal in response to the New Hampshire Insurance Department's Request for Additional Training and Support for Formulary Review for Discriminatory Benefit Designs. Please find the following items enclosed for your consideration:

- Organizational Information and Capabilities;
- Team Member Biographies and Resumes;
- Proposed Budget; and
- Plan of Work, Scope of Work, and Administrative Timelines.

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

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.

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.

Ralph F. Scott, JD, LLM – Supervising Principal, Project Manager, 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.

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.

Venkatesh Pallepati – Senior Information Technology Consultant

Mr. Pallepati is a highly technical, data-oriented professional with experience in collaborating with cross-functional teams. He is experienced in communicating complex analytic results clearly and concisely to a wide range of audiences including technical and non-technical people as well as senior management.

Mr. Pallepati has developed and maintained well-organized and insightful data visualizations, dashboards and reports using Tableau, Crystal Reports and Business Objects. He has built interactive solution-driven Tableau dashboards and stories using data extracts, live connection, data blending, joins, filters, parameters, context filters, actions, calculated fields, functions, sorting, groups, sets, hierarchies, table calculations, LOD expressions and various chart types. Mr. Pallepati also has hands on experience with Tableau Server administration work including, but not limited to, adding new user, granting permission to new users for a specific dashboard, scheduling extracts, managing users and server activities.

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.

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.

Venkatesh Pallepati **Senior BI Data Analytics Tableau Consultant**
San Francisco, CA | [redacted] | [redacted] | [redacted]

PROFESSIONAL SUMMARY

- I'm a seasoned Business Intelligence professional with expertise in **delivering data-driven analytics, reporting, data visualization, data engineering and marketing solutions** for ServiceNow, Wells Fargo, PayPal, eBay, UCBerkeley across various domains like **SaaS Sales, Marketing, Customer Analytics, Digital Marketing, Database Marketing, Gift Management, Talent/HR, Finance and Product Analytics.**
- **Highly technical, data-oriented** professional with experience in **collaborating with cross-functional teams**, internal stakeholders to understand their business, gather and document requirements, analyze the data, **design and develop KPI metrics, reports, dashboards, QBR and monthly presentations that translate data into actionable insights to derive key business decisions**, improve the performance and reduce costs.
- **Experienced in communicating complex analytic results clearly and concisely** to a wide range of audiences including technical and non-technical people as well as senior management.
- **Developed and maintained well organized and insightful data visualizations, dashboards and reports using Tableau, Crystal Reports and Business Objects by applying BI best practices,** using right chart types, creating effective views, designing holistic dashboards with interactive actions, filters, font, coloring, tool tips.
- Proficient in writing **Optimized Complex Teradata/Oracle SQL queries** with Aggregate and Analytical Window functions for **data extraction and data transformation** to build dashboards, reports, campaign data extracts, user segmentation, root cause analysis, to fulfill ad-hoc data requests. Proficient with **SQL query optimization techniques**. Extensively used **Advanced Excel modeling** for time-series data analysis and reporting needs.
- **Build interactive solution-driven Tableau dashboards and stories** using data extracts, live connection, data blending, joins, filters, parameters, context filters, actions, calculated fields, functions, sorting, groups, sets, hierarchies, table calculations, LOD expressions and various chart types like Bar, Line, Pie, Gantt, Bubble, Histogram, Bullet, Maps, Heat/Tree maps, Dual axis, Cross tabs, Scatter plots, Waterfall, Funnel.
- Hands on experience with **Tableau Server administration** work like adding new user, granting permission to new users for a specific dashboard, scheduling extracts, managing users and server activities.
- Solid understanding of **SDLC** with emphasis on **BI practices, database technologies, data modeling, DWH and Star/Snowflake schemas.** Knowledgeable on SAP HANA model, modern data stack and cloud data management.
- **Successfully delivered BI projects** on-time, on-schedule with changing priorities in **Agile/Waterfall** environments.
- Motivated self-starter with **excellent analytical and problem-solving skills,** strong work ethic, team spirit, great communication and the **ability to learn new technologies quickly.**

TECHNICAL SUMMARY

Languages: Teradata SQL, PL/SQL, T-SQL, SAS, Python, Unix
BI/DataViz/ETL: Tableau 7 to 20.x Desktop/Server/ Prep Builder/Conductor, MS Excel, Business Objects, Crystal Reports, Informatica 8.6.1, Where Scape Red
Databases: Teradata, Aster, Oracle, SQL Server, SAP HANA, MySQL
Marketing: IBM Unica Affinium Campaign Segmentation, Google Analytics, A/B Testing

EDUCATION

Masters of Engineering - EE	City College - City University of New York	08/2007 – 12/2008
Bachelors of Technology- ECE	YPRCET JNT University, India	08/2002 – 05/2006

PROFESSIONAL EXPERIENCE

ServiceNow Inc, San Francisco **05/2020 – Till date**
Sr. BI Analytics Tableau Consultant
Environment: Tableau 2020.1, SAP HANA, JIRA, MS Excel, Teradata SQL

- Collaborated with Sales team as well as cross-functional partners in Finance, Customer, Product Analytics teams to **develop data-informed business strategies and deliver actional insights** through Tableau data visualizations. Developed and maintained Executive Tableau dashboards on top of SAP HANA models, which provides organizational KPIs and metrics data to drive key business and product decisions for C-levels executives.
- Developed **CEO Mobile** dashboard, which is **single source of truth**, actively used by CEO and his directs.
- Developed **Complex SQL queries** with Aggregate, Rank, Analytic Window functions to extract and analyze the data from various sources for reports and dashboard development, data analysis and fulfill ad-hoc data requests.
- Build **interactive solution-driven Tableau dashboards and stories for Sales, Finance, Customer, Product Analytics subject areas** tailored for C-level executives and managers using **data extracts,** live connection, filter, parameter, **context filter, actions,** sorting, groups, sets, **advance table calculations, LOD expressions, Row level security.** Built **complex calculations** using Tableau DATEADD, DATEDIFF, LOOKUP, RUNNING_SUM,

WINDOW_AVG, INDEX, SIZE, ATTR, CONTAIN, COUNTD, USERNAME, ISMEMBEROF.

- Created various chart types like Bar, Line, Pie, Gantt, Donut, Dual axis, Histogram, Bullet, Maps, Scatter plots and Waterfall charts.
- **Improved the dashboard rendering time and performance** using tableau data extracts and published data sources. Hands on experience with **Tableau administration** work like adding new user, granting permission to new users for a specific dashboard, scheduling extracts, managing users and server activities. Involved in tableau development, validation and production deployment. Trained business users on Tableau dashboard usage.

Wells Fargo & Co., San Francisco **07/2015 - 05/2020**
Senior BI Data Analyst / Tableau Developer
Environment: Tableau 9/10/2018.3, Teradata Aster, Teradata SQL, SAS, JIRA, MS Excel

- Worked on various roles as **Senior BI Data Analyst, Tableau Developer and Marketing Database Analyst** to deliver **data-driven BI/ analytics solutions** by gathering requirements, data analysis, data extraction, translating data into actionable insights through interactive Tableau data visualizations, reports, use cases, ad-hoc deep dive analysis related to **Customer Analytics, Customer Engagement, Digital Marketing and Web Analytics** projects.
- **Collaborated cross-functionally with key stakeholders** in Digital Sales, Marketing, Product and Data Science teams to understand their business, gather and document requirements, analyze the data to build KPIs metrics, self-servicing dashboards, reports and data products to deliver strategic and business analytics insights.
- Provided ongoing support for the Marketing group by **delivering reporting and analytics projects**, ad-hoc analysis and maintenance of the recurring processes. Own the reports and dashboards and ensure they are always available, accurate and delivered timely by validating data at launch and on regular basis.
- **Designed, created and maintained interactive Tableau dashboards** related to **Customer focused Marketing Analytics** subject areas like **Customer Portfolio, Customer Insights, Marketing Performance, Web Analytics, SEO** to monitor customer digital behavior, marketing responses, measurements and internal operation efforts.
- Developed **advance Teradata SQL, Aster queries using Aggregate and Analytical Window functions** to extract data for reports, dashboards, ad-hoc data requests. Used **advanced Excel** Pivot/VLookup for data analysis.
- **Build interactive solution-driven Tableau dashboards and stories using data extracts,** live connection, data blending, joins, filters, **parameters, context filters, actions, complex calculations,** calculated fields, sorting, groups, sets, hierarchies, **Tableau functions, advance table calculations, LOD expressions, and chart like** Bar, Line, Pie, **Waterfall, Funnel, Gantt, Bubble, Histogram, Bullet, Maps, Dual axis, Cross tabs, Scatter plots.**
- Built **complex calculations** using Tableau functions such as DATEADD, DATEDIFF, IIF, IFNULL, ATTR, COUNTD, USERNAME, LOOKUP, INDEX, SIZE, RUNNING_SUM, WINDOW_AVG, REGEXP_MATCH.
- **Served as a trusted analytics partner to marketing leaders** by understanding customer behavior and presenting actionable insights about acquisition, attrition, product cross-sell, channel usage trends, customer high profit, high risk attrition after the Settlement announcement which resulted in series of highly targeted Marketing campaigns.
- **Created and operationalized multi-product, multi-channel customer profiling reporting** and time-series view of diverse segmentation to identify Marketing opportunities post Settlement. **Performed deep-dive analysis to understand the WF Customer behavior to present monthly and QBR insights** by extracting and transforming data from various data sources like **BMG Customer Profile, Debit/Credit Transactions, Marketing Decision, Channel Interaction, PII, C2T Application, Aster Web Analytics and HEMI Mortgage data.**
- **Designed and developed Customer Insights Tableau dashboard by analyzing the customer activity data** like spending, funding, channel interactions data and core products Checking, Savings, Credit Card, Mortgage, Brokerage/WIM data to identify and develop metrics related **Acquisition, Attrition, Cohort Cross-Selling, Channel Usage and Market Engagement which enabled to enhance customer service, reduce churn, to boost cross-sell, wallet share, to drive revenue growth through compelling offers.**
- **Improved the dashboard performance by applying tableau best practices and efficient design principles.** Created, published and refreshed data extracts/ PDS and dashboards to Tableau server.
- Hands on experience with **Tableau administration work** like adding new user, granting permission to new users for a specific dashboard, scheduling extracts, managing users and server activities. **Developed guidelines, templates, and best practices** to assist other analysts and business partners with Tableau work and dashboard usage.

eBay & PayPal Inc., San Jose **04/2013 – 06/2015**
Sr. BI Marketing Database Consultant
Environment: Teradata 13.10, Teradata SQL Assistant, Tableau 7/8, IBM EMM Unica 8.x, UNIX, MS Excel

- **Delivered BI and Database Marketing solutions** for eBay US **Relationship Marketing** and PayPal LATAM **Marketing Operations. Collaborated with business unit leads, marketing managers,** analytics and the email launch team in gathering, analyzing, documenting the requirements **to deliver well designed Marketing and**

Transactional Email Campaigns, Tableau dashboards, reports and ad-hoc data requests.

- **Designed and executed Unica Marketing Campaigns** to optimize and improve customer engagement and drive sales through multi-channel marketing campaigns by analyzing the data related to user behavior and activities on eBay website (Purchasers, Bidders, Watchers, Viewers and Search/Browse).
- Developed **optimized Teradata advanced SQL queries** using aggregate & analytical functions to build campaign data extracts, customer segmentation, dashboards, reporting and ad-hoc data analysis needs.
- **Created Marketing Operations customer level aggregate tables** by ETL eBay Core User behavior and activity data from multiple data sources, which **reduced campaign development efforts by 50%.**
- **Build interactive Tableau dashboards** using data extracts, live connection, data blending, joins, filters, parameters, actions, calculated fields, tableau functions, sorting, groups and various chart types like Bar, Line, Pie, Dual axis, Waterfall, Funnel. Used parameters in calculation field to give flexibility to end users, also created actions for navigation and drilldown. Used Incremental extract refresh to improve the performance.
- Developed **eBay Campaign Performance dashboard** to measure the effectiveness of email campaigns by tracking KPI metrics like Open, CTR, Unsubscribe, Conversion, Bounce Rates, Campaign ROI. Developed PayPal **Customer Engagement Tableau dashboards to analyze the KPIs** like customer acquisition, activation, engagement, and retention. Extensively used advance Excel for pre/post campaign launch data analysis work.
- Participated in Kick-off meetings to **strategize and define marketing campaign requirements** then analyzed the source data to build the target selection and provided high-level campaign sizing counts.
- **Designed, built and executed UNICA marketing campaigns** across multiple verticals like eBay Local, Motors, Fashion, C2C, B2C, Monthly newsletters, PayPal LATAM and CLAC regions with **A/B testing, test/control setup targeting customer segments via Email and Onsite channels.**
- **Validated and QA the campaign** target selection, exclusion conditions, segmentation logic, offers, personalization fields in the mail list confirming the campaign output meets the requirements.

UC Berkeley, University Relations **02/2011 – 03/2013**
DW/BI Consultant
Environment: Crystal Reports 2008, SAP Business Objects 3.1 (Universe/Webi), PL/SQL, Oracle 11g, Informatica Power Center 8.6.1, Unix, MS Excel

- Delivered **DW/BI solutions for multiple projects** related to Gift Management, Direct Mail and Email Campaigns across Annual, Athletics and Regional programs that raised $3.13B from 281,000 Alumni.
- **Designed and developed Analytical BI Environment**, which includes **ETL** data from transactional system to ODS, developed **data mart** and delivered data in the form of **campaign data extracts, reports and dashboards.**
- **Collaborated with marketing managers and SMEs in gathering, analyzing BRD and prepared FTSD requirements.**
- Developed **optimized PL/SQL queries with aggregate and analytical SQL functions** to building Email/Direct Mail Campaign data extracts, report development and ad-hoc data analysis needs.
- Designed and developed **BO Universe using Universe Designer and Data Mart using Oracle Materialized Views** with aggregates which improved the performance of data extracts processing and report run time.
- **Designed, created and maintained Crystal Reports and BO WEBI reports** for Gift Management, Prospect Development, Annual Giving and Reunion Programs projects for auditing the donors and future prospects with proposed pledges and to track the Direct Mail and Email Campaign performance. **Trained the business users** on reporting. **Extensively used advance Excel,** Pivot tables for data analysis and validation.

Wells Fargo & Co., San Francisco **10/2009 – 02/2011**
ETL/BI Developer
Environment: Crystal Reports XIR2, SAP BOE, Business Views, Where Scape Red, Unix, Oracle 10g, PL/SQL

- I worked as **ETL/BI developer in the enhancement and re-design** of Human Capital Reporting environment, which provides information about compensation, demographics, staffing to Wells Fargo managers in form of various dashboards and reports which help them to manage their staff.
- **Worked with business stakeholders in gathering, analyzing requirements and prepared FTSD.**
- **Developed PL/SQL queries to extract the data** from PeopleSoft system and used Where Scape Red for initial load and scheduled monthly jobs. Created staging and reporting layer tables and improved the performance at database and report run time.
- **Developed new complex crystal reports and enhanced existing reports** connecting to data sources like **Business Views Semantic layer, Oracle tables, SQL command** to provide summary and detail views with drill down/up, hyperlink functionalities using custom functions, sub reports and complex formulas.
- **Responsible for UAT/PROD deployment, knowledge transfers and documented the entire project.**

Sandil Consulting LLC, Arlington, VA **02/2009 – 09/2009**
BI Analyst
Environment: Crystal Reports XI, BOE Publishing Wizard, Import Wizard, Oracle 9i

- **Interacted with business users and SMEs in gathering, analyzing, documenting the requirements** and translating technical specifications. Developed **optimized SQL queries for data analysis and reporting** needs. Developed **crystal reports** with various data sources like Oracle tables and SQL command.

Proposed Budget

Price Schedule

Name	Classification	Hourly Rate
Ralph Scott, JD, LLM	Supervising Principal, Project Manager, and Legal and Policy Expert	$135.00
Hetal Mishra, RPh, MS	Clinical Pharmacist Consultant	$125.00
Venkatesh Pallepati	Senior Information Technology Consultant	$175.00

Proposed Budget

	Hourly Rate	Hours	Fees
Task 1: Consultation			
Supervising Principal	$135	6	$810
Clinical Pharmacist Consultant	$125	10	$1250
Senior IT Consultant	$175	8	$1400
Total		**24**	**$3460**
Task 2: CMS Formulary Tools Training			
Supervising Principal	$135	8	$1080
Clinical Pharmacist Consultant	$125	30	$3750
Senior IT Consultant	$175	10	$1750
Total		**48**	**$6580**
Task 3: Update the Drug Tiering Tool			
Supervising Principal	$135	8	$1080
Clinical Pharmacist Consultant	$125	20	$2500
Senior IT Consultant	$175	30	$5250
Total		**58**	**$8830**
Task 4: Drug Tiering Tool Training			
Supervising Principal	$135	6	$810
Clinical Pharmacist Consultant	$125	12	$1500
Senior IT Consultant	$175	12	$2100
Total		**30**	**$4410**
Task 5: MHPAEA Review of Prescription Drug Formularies Training			
Supervising Principal	$135	30	$4050
Clinical Pharmacist Consultant	$125	30	$3750

Senior IT Consultant	$175	6	$1050
Total		**66**	**$8850**
Task 6: Development of Plan			
Supervising Principal	$135	8	$1080
Clinical Pharmacist Consultant	$125	20	$2500
Senior IT Consultant	$175	20	$3500
Total		**48**	**$7080**
TOTAL HOURS			
Supervising Principal	$135	66	$8910
Clinical Pharmacist Consultant	$125	122	$15,250
Senior IT Consultant	$175	86	$15,050
Total		**274**	**$39,210**

TOTAL NOT TO EXCEED AMOUNT

	Hourly Rate	Hours	Fees
Tasks 1-6 Total		274	$39,210
Unanticipated Challenges or Related Tasks*		80	$14,000
Travel, If Necessary		NA	$4,000
Total		**354**	**$57,210**

NSE has included has included the additional line item titled, "Unanticipated Challenges or Related Tasks". This line item is for any unanticipated challenges and/or related tasks that NSE may encounter while working through Tasks 1 through 6. This line item is calculated at the highest hourly rate of $175.00. *In 2021, NSE assisted the NHID with certain QHP formulary reviews, including analyzing formularies and drafting objections and correspondence to QHPs. This additional work was not included in the original budget. Therefore, should the NHID require assistance with Plan Year 2024 formulary reviews such work shall be included under the "Unanticipated Challenges or Related Tasks" budgetary line item.

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.

Plan of Work, Scope of Work, and Administrative Timeline

NSE intends to approach this project in the following way:

Task 1 – Consultation

NSE will confer with NHID staff about the difficulties they have experienced to date attempting to use the Drug Tiering Tool. NSE will then identify additional training needs and make modifications as necessary to the work plan to carry out additional training with the appropriate staff members, given the NHID's new staff configuration. Consultation will take place via email, telephone calls, and videoconference.

Task 2 – CMS Formulary Tools Training

NSE will provide NHID staff with a high-level training and/or best practices advice on how the CMS Formulary Review Tools are used. Here, the assumption is that CMS itself will be applying the tools in the first instance to the NH Marketplace filers' formulary submissions. The goal is to better equip NHID reviewing staff to play a more active role in their interactions with CMS and the filers as CMS applies the CMS Formulary Review Tools to the NH Marketplace filings and reports findings or objections. The training will include a slide deck and will be conducted using a videoconference platform.

Task 3 – Update the Drug Tiering Tool

NSE will update the Drug Tiering Tool, as necessary, to be in accordance with the most up-to-date formulary guidance and templates from CMS. Once the Drug Tiering Tool has been updated, it is important to test the tool for quality assurance (QA). QA requires inputting actual carrier data. NSE's clinical pharmacist will participate in QA to ensure that updates accurately capture data and translate results. Upon completion of QA, our senior IT consultant will refine the Drug Tiering Tool, if necessary. Updates will be made using vendor's Tableau subscription. Vendor will then provide client with the updated Tableau package.

Task 4 – Drug Tiering Tool Training

NSE will retrain NHID staff on the use of the updated Drug Tiering Tool. The training will include a slide deck and will be conducted using a videoconference platform.

Task 5 – MHPAEA Review of Prescription Drug Formularies Training

Aside from using the Drug Tiering Tool, NSE will provide training to NHID reviewing staff on how to manually review formularies for compliance with the

federal Mental Health Parity and Addiction Equity Act (MHPAEA) and state anti-discrimination laws applying to mental health and substance use disorder (SUD) benefits. The training will include a slide deck and will be conducted using a videoconference platform.

Task 6 – Development of Plan

Working with the appropriate NHID staff members, NSE will develop an executable plan that would allow the NHID to be self-sustaining from year to year in its use of the Drug Tiering Tool. This would include a plan more making any necessary yearly updates and a plan for better equipping the reviewing staff to make the necessary judgment calls on red flag formulary design questions. Development of the executable will occur by email exchange, telephone calls, and videoconference.

Administrative Timeline

Task/Description	Start Date	Duration	End Date
Task 1: Consultation	6/5/23	1 week	6/9/23
Task 2: CMS Formulary Tools Training	NA	2-3 hours	6/20/23
Task 3: Update the Drug Tiering Tool	6/12/23	1 week	6/20/23
Task 4: Drug Tiering Tool Training	NA	2-3 hours	6/22/23
Task 5: MHPAEA Review of Prescription Drug Formularies Training	NA	2-3 hours	6/28/23
Task 6: Development of Plan	7/3/23	1.5 weeks	7/12/23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: **0006225955**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of May A.D. 2023.

David M. Scanlan
Secretary of State

Limited Partnership or LLC Certification of Authority

I, **Ralph Scott**, **hereby certify** that I am the sole Partner, Member or
(Name)
Manager and the sole officer of NorthStarExams, LLC, a limited liability partnership
(Name of Partnership or LLC)

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

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Corporate Resolution.

DATED: May 8, 2023 **ATTEST:** _____
Ralph Scott
Owner and Member of NorthStarExams, LLC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/11/2023

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):
E-MAIL ADDRESS:

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 :	

INSURED
NORTHSTAREXAMS,LLC
2501 WILTSHIRE ST
BEDFORD TX 76021-4628

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	X		76 SBU IH6583	03/01/2023	03/01/2024	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			76 SBU IH6583	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	[X] UMBRELLA LIAB EXCESS LIAB [X] OCCUR CLAIMS-MADE DED [X] RETENTION $ 10,000			76 SBU IH6583	03/01/2023	03/01/2024	EACH OCCURRENCE	$5,000,000
							AGGREGATE	$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	11/16/2022	11/16/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE -EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	EMPLOYMENT PRACTICES LIABILITY			76 SBU IH6583	03/01/2023	03/01/2024	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 is an additional insured per the Business Liability Coverage Form SS0008, attached to this policy.

CERTIFICATE HOLDER
New Hampshire Insurance Department
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

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