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

**David J. Bettencourt**
**Commissioner**

**Keith E. Nyhan**
**Deputy Commissioner**

December 9, 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 contract with Lewis & Ellis, (Vendor #218881) of Plano, Texas, in the amount of $220, 465 for consulting services effective upon the later of January 1, 2024 or Governor and Council approval through June 30, 2027. 100% Other Funds.

The funding is anticipated to be available for Fiscal Years 2024, 2025, 2026, and 2027 in account Department of Insurance Administration - Other Funds, subject to legislative approval of the next two biennial budgets, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified.

| | FY2024 | FY2025 | FY2026 | FY2027 |
|---|---|---|---|---|
| Department of Insurance Administration - Other Funds<br>02-24-24-240010-25200000-046-500464 Consultants | $76,465 | $44,000 | $50,000 | $50,000 |

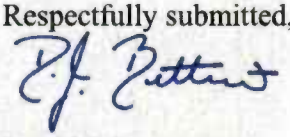
## EXPLANATION

This contract is requested to support the Department's review and evaluation of legislative proposals to mandate health insurance benefits under RSA 400-A:39-b. Upon receiving a request from a standing committee of the house or the senate having jurisdiction over the proposal, or at the discretion of the commissioner, the Department conducts a review and evaluation of the proposed mandated health benefits and must produce a report that includes discussion of the social and economic impacts, as well as the medical efficacy of mandating the new benefit.

The Request for Proposals for this project was posted on the NHID's website and sent to the Department's RFP distribution list on October 31, 2023. The Department received four proposals. The proposals were evaluated on November 22, 2023, by NHID staff familiar with the project using a scoring system described in the RFP. The Lewis & Ellis LLC proposal was the winning bid, having received the highest score.

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

Respectfully submitted,



David J. Bettencourt
Commissioner

Bid scoring meeting held on 11/22/2023.

NHID Reviewers: Alexander Feldvebel, Insurance Company Examiner IV
Michelle Heaton, Health Policy and Law Legal Counsel
Jason Dexter, Director of Life and Health
Jason Aziz, Director of Health Economics

| VENDOR | Proposed Approach to the Project (25%) | Qualifications and Experience (30%) | Technical Experience (20%) | Bid Price-Simple | Bid Price-Complex | Price Proposal (25%) | TOTAL SCORE (100% or Points) | NOTES |
|---|---|---|---|---|---|---|---|---|
| **RFP 2023-6-NHID Analysis of Proposed State Health Benefit Mandates** | | | | | | | | |
| BerryDunn | 23 | 30 | 19 | $56,200 (170 hrs) | $90,750 (270 hrs) | 10 | 82 | |
| Freedman | 23 | 20 | 15 | $30,237 (130 hrs) | $50,070 (187 hrs) | 12 | 70 | |
| Lewis & Ellis | 24 | 28 | 18 | $22,100 (85 hrs) | $44,200 (170 hrs) | 23 | 93 | |
| NovaRest | 20 | 24 | 16 | $8,416.75 (45 hrs) | $28,050.50 (140 hrs) | 25 | 85 | |

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<br>New Hampshire Insurance Department | | 1.2 State Agency Address<br>21 South Fruit Street, Suite 14<br>Concord, NH 03301 | |
| 1.3 Contractor Name<br>Lewis & Ellis, Inc. | | 1.4 Contractor Address<br>6600 Chase Oaks Blvd, Suite 150<br>Plano, TX 75023-2383 | |
| 1.5 Contractor Phone Number<br>972-850-0850 | 1.6 Account Unit and Class<br>02-24-24-240010-25200000-046-500464 | 1.7 Completion Date<br>June 30, 2027 | 1.8 Price Limitation<br>$220,465 |
| 1.9 Contracting Officer for State Agency<br>Michelle Heaton, Esq. | | 1.10 State Agency Telephone Number<br>603-271-2399 | |
| 1.11 Contractor Signature<br>Traci Hughes Date: 12/9/2023 | | 1.12 Name and Title of Contractor Signatory<br>Traci Hughes, Vice President + Principal | |
| 1.13 State Agency Signature<br>D.J. Bettencourt Date: 12/11/2023 | | 1.14 Name and Title of State Agency Signatory<br>D.J. Bettencourt, Commissioner | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: Director, On: | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: Sheri Phillips, AAG On: 12/11/2023 | | | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: G&C Meeting Date: | | | |



Contractor Initials TH
Date 12/9

**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.

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.



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**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 to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.



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**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.

**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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Date 12/9

**Agreement with Lewis & Ellis, LLC.**
**Analysis of Proposed State Health Benefit Mandates**

## 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. Contract shall comply with the terms of the Data Share Agreement in Exhibit D. 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 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.

# Agreement with Lewis & Ellis, LLC.
# Analysis of Proposed State Health Benefit Mandates

## Exhibit B:
## Scope of Services

### KICK-OFF MEETING

The project timeline and requirements for each mandate will be tailored during the kickoff meeting for each assigned mandate. A kick-off meeting with the NHID will occur as soon as possible, subject to scheduling, following the assignment of a mandate analysis. During the kickoff meeting L&E and the NHID to discuss the execution of the project, including:

- The scope of work desired by NHID, including specific items for which the NHID may want increased focus.
- Any changes to the desired review workflow or tasks.
- Reporting and deliverable requirements; and
- L&E's proposed work plan including a timeline and periodic status updates to NHID.

After the kick-off meeting, L&E will use the information learned to design an enhanced workplan for the desired services. L&E will keep NHID apprised of how the project is progressing and will responded to NHID inquiries in a timely manner.

### SCOPE OF THE PROJECT

The scope of work for a mandate study project will require research relating to the social and financial impact, medical efficacy of the proposal, and may require regulatory analysis and carrier or provider input. L&E will conduct appropriate research as outlined below to analyze the proposed mandate.

1) Social Impact

Analysis of the social impact of the proposed mandate will include analysis of the effect on population health. The analysis must identify the positive and negative externalities and include a quantification of the marginal external cost or benefit of the proposed mandate.

2) Financial Impact

Analysis of the financial impact will apply actuarial methods to determine the estimated effect of the per member per month (PMPM) cost of insurance. L&E will collect relevant APCD data to assist in the evaluation of the proposed coverage for the proposed mandated benefit. Information the L&E may request from the APCD includes:

- Insured member months

- Premiums
- Allowed claims
- Paid claims
- CPT/HCPCS codes

L&E will utilize their own methodology to analyze the data in accordance with the project requirements.

L&E will model the financial impact of providing coverage for the benefit based on the data and research collected. During the process of modeling the financial impact, L&E will consider many angles, including:

- Benefit utilization pre-mandate.
- Potential induced utilization of the benefit as a result of the mandate.
- The unit cost of the benefit.
- Insurer cost-sharing parameters pre- and post-mandate.
- Potential for cost savings as a result of the mandate creating access and early healthcare intervention.
- Financial impact analyses for the benefit, or a similar benefit, performed by other states.

3) Medical Efficacy

Medical efficacy analysis will include a discussion of available scientific data, clinical trials, and epidemiological analysis relating to the proposed mandated benefit. Such analysis may include a discussion of the types of services included under the proposed benefit as well as a review of the scientific evidence available relating to the effectiveness of the services in improving health outcomes.

4) Legal and Regulatory Considerations

As applicable, the report will include a discussion of legal or regulatory issues associated with the proposed legislation. Such analysis may include, but is not limited to, a discussion of potential state defrayal obligations under the defrayal provision of the Affordable Care Act, expansion of the state's essential health benefits, nondiscrimination, federal preemption, and jurisdiction of the New Hampshire Insurance Department.

5) Carrier and Provider Input

If it is deemed appropriate for the project by NHID, L&E will conduct and facilitate a carrier survey and/or provider interviews (1-2 providers) to collect data and feedback on the medical, social, and financial impact of providing coverage the proposed and/or mandated benefit. L&E may request carrier and/or provider input on many aspects of the analysis, including but not limited to:

➢ To what extent the mandated coverage would be expected to increase or decrease utilization and/or costs of the benefit.

➢ Affirmation of APCD data analysis results.

➢ CPT/HCPCS codes typically used for claims under the benefit.

➢ The extent to which the benefit is recognized by the medical community as being effective and efficacious in the treatment of patients.

➢ The extent to which the benefit is generally available and utilized by treating physicians.

➢ The extent to which financial hardships are observed as a barrier to benefit, resulting in individuals avoiding necessary health care.

6) Final Report

L&E will produce the final report documenting the analysis including methodologies used and results found. The report will include the following:

(a) The social impact of mandating the benefit.

(b) The financial impact of mandating the benefit.

(c) The medical efficacy of mandating the benefit.

(d) The effects of balancing the social, economic, and medical efficacy considerations.

The report will be written so that it is easy to understand for those who do not have a technical background. The final report will be signed by at least two actuaries: the Primary Consultant and the Peer Reviewer.

## Agreement with Lewis & Ellis, LLC.
## Analysis of Proposed State Health Benefit Mandates

## Exhibit C:
## Payment Terms

Services will be billed at the hourly rate of $260. Prior to commencing any work on a mandate study project, NHID will set a "not to exceed amount" for each specific mandate review project. The "not to exceed amount" for each mandate review project shall not be lower than $22,100 nor higher than $44,200.

Contractor will submit invoices to the New Hampshire Insurance Department (NHID) on a monthly basis. Invoices will contain the total number of hours for each member of Contractor's team and subcontractors for the preceding calendar month. Invoices will be submitted electronically. NHID will make best efforts to pay all approved invoices within 30 days of receipt.

## Agreement with Lewis & Ellis, LLC.
## Analysis of Proposed State Health Benefit Mandates

## Exhibit D:
## Data Share Agreement

To complete the scope of services as outline in Exhibit B of the Agreement, New Hampshire Insurance Department (NHID) will provide Contractor with confidential data obtained from the New Hampshire Comprehensive Health Care Information System (CHIS). This Data Sharing Agreement (DSA) establishes the terms, conditions, safeguards, and procedures under which the NHID agrees to provide the CHIS data.

1. Contractor understands that the CHIS data may include confidential information that is protected from disclosure by state and federal laws.

2. Contractor shall not use, disclose, maintain or transmit data except as reasonably necessary to provide the services outlined under Exhibit B of the Agreement.

3. Contractor shall make reasonable efforts in accordance with industry-accepted standards to protect the confidential nature of all data provided.

4. Contractor shall ensure all employees and subcontractors that have access to the confidential data have been trained in safeguarding the confidentiality and security of the confidential data.

5. Contractor shall require any employees or subcontractors that receive, use, or have access to the data under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use of the data as contained herein, including the duty to return or destroy the data.

6. Contractor shall not disclose or make use of the identity, financial or health information of any person or establishment discovered inadvertently.

7. Contractor shall take reasonable steps to monitor the security of the confidential data and shall report any breached in confidentiality *immediately* to NHID.

8. Contractor agrees that it has the duty to protect and maintain the privacy and security of confidential data and information, and that duty must continue in full force and effect until such data is returned and/or destroyed. For any such data that return/destruction is not feasible, the privacy and security requirements of this DSA must survive the termination or expiration of this DSA or term of continued use.

9. Contractor shall only retain the CHIS data and any derivative of the data for the duration of this Agreement. After such time, Contractor shall have 30 days to return or

destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Agreement. If return or destruction is not feasible, or the disposition of the data has been otherwise agreed to in the Agreement, Contractor shall continue to protect such information in accordance with the Agreement for so long as Contractor maintains such data.

10. Contractor shall document in writing the date and time of the data destruction. The written certification shall document the destruction of both electronic and hard copy of the data and shall be provided to NHID upon request and at the termination of this agreement.

# 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 LEWIS & ELLIS, INC. is a Texas Profit Corporation registered to transact business in New Hampshire on May 23, 2014. 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: **709265**

Certificate Number: **0006228449**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of May A.D. 2023.

David M. Scanlan
Secretary of State

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

Jane Nelson
Secretary of State

# Office of the Secretary of State

November 02, 2023

CT Corporation System
701 Brazos, Ste. 720
Austin, TX 78701 USA

RE: Lewis & Ellis, LLC
File Number: 805289491

It has been our pleasure to approve and place on record the filing instrument effecting a conversion. The appropriate evidence is attached for your files. Payment of the filing fee is acknowledged by this letter.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure

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

Jane Nelson
Secretary of State

# Office of the Secretary of State

## CERTIFICATE OF CONVERSION

The undersigned, as Secretary of State of Texas, hereby certifies that a filing instrument for

LEWIS & ELLIS, INC.
File Number: 24697500

Converting it to

Lewis & Ellis, LLC
File Number: 805289491

has been received in this office and has been found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the acceptance and filing of the conversion on the date shown below.

Dated: 10/27/2023

Effective: 10/27/2023

Jane Nelson
Secretary of State

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

Jane Nelson
Secretary of State

# Office of the Secretary of State

## CERTIFICATE OF FILING
## OF

Lewis & Ellis, LLC
File Number: 805289491

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 10/27/2023

Effective: 10/27/2023

Jane Nelson
Secretary of State

**Form 632**
**(Revised 05/11)**

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709

**Filing Fee: See instructions**

This space reserved for office use.

# Certificate of Conversion of a Corporation Converting to a Limited Liability Company

FILED
In the Office of the
Secretary of State of Texas
OCT 27 2023
Corporations Section

## Converting Entity Information

The name of the converting corporation is:
Lewis & Ellis, Inc.

The jurisdiction of formation of the corporation is: Texas

The date of formation of the corporation is: May 10, 1968

The file number, if any, issued to the corporation by the secretary of state, is: 24697500

## Plan of Conversion—Alternative Statements

The corporation named above is converting to a limited liability company. The name of the limited liability company is:

Lewis & Ellis, LLC

The limited liability company will be formed under the laws of : Texas

☑ The plan of conversion is attached.

*If the plan of conversion is not attached, the following statements must be completed.*

☐ Instead of attaching the plan of conversion, the corporation certifies to the following statements:

A signed plan of conversion is on file at the principal place of business of the corporation, the converting entity. The address of the principal place of business of the corporation is:

*Street or Mailing Address* *City* *State* *Country* *Zip Code*

A signed plan of conversion will be on file after the conversion at the principal place of business of the limited liability company, the converted entity. The address of the principal place of business of the limited liability company is:

*Street or Mailing Address* *City* *State* *Country* *Zip Code*

A copy of the plan of conversion will be furnished on written request without cost by the converting entity before the conversion or by the converted entity after the conversion to any owner or member of the converting or converted entity.

## Certificate of Formation for the Converted Entity

☑ The converted entity is a Texas limited liability company. The certificate of formation of the Texas limited liability company is attached to this certificate either as an attachment or exhibit to the plan of conversion, or as an attachment or exhibit to this certificate of conversion if the plan has not been attached to the certificate of conversion.

## Approval of the Plan of Conversion

The plan of conversion has been approved as required by the laws of the jurisdiction of formation and the governing documents of the converting entity.

## Effectiveness of Filing (Select either A, B, or C.)

A. ☑ This document becomes effective when the document is accepted and filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____

C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

_____

_____

## Tax Certificate

☐ Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid by the corporation.

☑ In lieu of providing the tax certificate, the limited liability company as the converted entity is liable for the payment of any franchise taxes.

## Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date: 10/27/23

DocuSigned by:
Cabe Chadrick
7856037C517E4E2...

President

Signature and title of authorized person on behalf of the converting entity

# PLAN OF CONVERSION
# OF
# LEWIS & ELLIS, INC.
# (a Texas corporation)
# TO
# LEWIS & ELLIS, LLC
# (a Texas limited liability company)

October 27, 2023

This Plan of Conversion (this "Plan") is approved and adopted by the sole shareholder of Lewis & Ellis, Inc., a Texas Corporation (the "Corporation"), pursuant to Section 10.103 of the Texas Business Organizations Code (the "BOC"), for purposes of effecting a conversion of the Corporation from a corporation incorporated under the laws of the State of Texas to a limited liability company organized under the laws of the State of Texas (the "Conversion").

1. The name of the Corporation is Lewis & Ellis, Inc.

2. Effective upon the filing of the Certificate of Conversion with the Secretary of State of Texas in accordance with Subchapter C of Chapter 10 of Title 1 of the BOC (the "Effective Time"), without further action (i) the Corporation will be converted to Lewis & Ellis, LLC, a Texas limited liability company (the "LLC") (ii) the Corporation will continue its existence in the organizational form of a Texas limited liability company.

3. As of the Effective Time, each outstanding share of common stock of the Corporation, by virtue of the Conversion and without any action on the part of the holder thereof, shall be converted into one Unit of the LLC.

4. Attached hereto as Exhibit A is the Certificate of Formation of the LLC to be filed with the Office of the Secretary of State of the State of Texas.

**L&E HOLDING COMPANY, INC.**

DocuSigned by:
By: Cabe Chadick
7858037C517E4E2...
Name: Cabe Chadick
Title: President

**Exhibit A**
**Certificate of Formation**

**Form 205**
**(Revised 12/21)**

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555

**Filing Fee: $300**

# Certificate of Formation
# Limited Liability Company

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
OCT 27 2023
Corporations Section

## Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

Lewis & Ellis, LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

## Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☑ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

C T Corporation System

**OR**

☐ B. The initial registered agent is an individual resident of the state whose name is set forth below:

| *First Name* | *M.I.* | *Last Name* | *Suffix* |
|---|---|---|---|
| | | | |

C. The business address of the registered agent and the registered office address is:

| 1999 Bryan Street, Suite 900 | Dallas | TX | 75201 |
|---|---|---|---|
| *Street Address* | *City* | *State* | *Zip Code* |

## Article 3—Governing Authority

(Select and complete either A or B and provide the name and address of each initial governing person.)

☐ A. The limited liability company initially has managers. The name and address of each initial manager are set forth below.

☑ B. The limited liability company does not initially have managers. The name and address of each initial member are set forth below.

**INITIAL GOVERNING PERSON 1**

**NAME** (Enter the name of either an individual or an organization, but not both.)

**IF INDIVIDUAL**

| *First Name* | *M.I.* | *Last Name* | *Suffix* |
|---|---|---|---|
| | | | |

**OR**

**IF ORGANIZATION**

L&E Holding Company, Inc.

*Organization Name*

**ADDRESS**

| 6600 Chase Oaks Blvd., Suite 150 | Plano | TX | US | 75023 |
|---|---|---|---|---|
| *Street or Mailing Address* | *City* | *State* | *Country* | *Zip Code* |

**INITIAL GOVERNING PERSON 2**

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

| *First Name* | *M.I.* | *Last Name* | *Suffix* |
|---|---|---|---|
| | | | |

OR

IF ORGANIZATION

*Organization Name*

ADDRESS

| *Street or Mailing Address* | *City* | *State* | *Country* | *Zip Code* |
|---|---|---|---|---|
| | | | | |

**INITIAL GOVERNING PERSON 3**

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

| *First Name* | *M.I.* | *Last Name* | *Suffix* |
|---|---|---|---|
| | | | |

OR

IF ORGANIZATION

*Organization Name*

ADDRESS

| *Street or Mailing Address* | *City* | *State* | *Country* | *Zip Code* |
|---|---|---|---|---|
| | | | | |

## Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

## Initial Mailing Address

(Provide the mailing address to which state franchise tax correspondence should be sent.)

| *Mailing Address* | *City* | *State* | *Zip Code* | *Country* |
|---|---|---|---|---|
| 6600 Chase Oaks Blvd., Suite 150 | Plano | TX | 75023 | US |

## Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

Lewis & Ellis, LLC is being formed pursuant to a plan of conversion. The name, address, date of incorporation, and juridiction of incorporation of the converting entity is as follows: Lewis & Ellis, Inc., a Texas Corporation incorporated on May 10, 1968. The address of the converting entity is 6600 CHASE OAKS BLVD STE 150, PLANO, TX 75023.

## Organizer

The name and address of the organizer:

Cabe Chadick
*Name*

| 6600 Chase Oaks Blvd., Suite 150 | Plano | TX | 75023 |
|---|---|---|---|
| *Street or Mailing Address* | *City* | *State* | *Zip Code* |

## Effectiveness of Filing (Select either A, B, or C.)

A. ☑ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, or a later date and time, not more than 90 days from the date of signing. The later effective date, or date and time is: _____

C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

## Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned also affirms that, to the best knowledge of the undersigned, the name provided as the name of the filing entity does not falsely imply an affiliation with a governmental entity. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 10/27/2023

DocuSigned by:
Cabe Chadick
Signature of organizer

Cabe Chadick
Printed or typed name of organizer

**Form 401-A**
**(Revised 12/09)**

# Acceptance of Appointment and Consent to Serve as Registered Agent §5.201(b) Business Organizations Code

The following form may be used when the person designated as registered agent in a registered agent filing is an individual.

Acceptance of Appointment and Consent to Serve as Registered Agent

I acknowledge, accept and consent to my designation or appointment as registered agent in Texas for

*Name of represented entity*

I am a resident of the state and understand that it will be my responsibility to receive any process, notice, or demand that is served on me as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if I resign.

x: _____

*Signature of registered agent* | *Printed name of registered agent* | *Date (mm/dd/yyyy)*

The following form may be used when the person designated as registered agent in a registered agent filing is an organization.

Acceptance of Appointment and Consent to Serve as Registered Agent

I am authorized to act on behalf of C T Corporation System

*Name of organization designated as registered agent*

The organization is registered or otherwise authorized to do business in Texas. The organization acknowledges, accepts and consents to its appointment or designation as registered agent in Texas for:

Lewis & Ellis, LLC

*Name of represented entity*

The organization takes responsibility to receive any process, notice, or demand that is served on the organization as the registered agent of the represented entity; to forward such to the represented entity; and to immediately notify the represented entity and submit a statement of resignation to the Secretary of State if the organization resigns.

x: By: Nichol McCroy | Nichol McCroy, Assistant Secretary | 10/27/2023

*Signature of person authorized to act on behalf of organization* | *Printed name of authorized person* | *Date (mm/dd/yyyy)*

C T Corporation System

LEWIS & ELLIS
Actuaries and Consultants

6600 Chase Oaks Blvd, Suite 150
Plano, TX 75023-2383

972-850-0850
lewisellis.com

# CERTIFICATE OF AUTHORITY/VOTE

I, Cabe Chadick, President & Managing Principal of Lewis & Ellis, LLC, hereby certify that:

1. Traci Hughes holds the title of Vice President & Principal at Lewis & Ellis, LLC.
2. Traci Hughes has full authority to bind Lewis & Ellis, LLC. In the normal course of business as Vice President & Principal, Traci Hughes is authorized to enter contracts obligating the Company to perform work. No corporate resolution, shareholder vote, or other document or action is necessary to grant her such authority.

Cabe Chadick, FSA, MAAA
President & Managing Principal

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/27/2023

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

| | |
|---|---|
| **PRODUCER** | **CONTACT NAME:** Becky Nelson |
| Sleeper Sewell Insurance | **PHONE (A/C, No, Ext):** (972) 419-7500 **FAX (A/C, No):** (972) 419-7555 |
| 12400 Coit Road, Suite 1100 | **E-MAIL ADDRESS:** becky.nelson@sleepersewell.com |
| Dallas TX 75251-2039 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #** |
| | **INSURER A:** Bridgeway Insurance Company 12489 |
| **INSURED** | **INSURER B:** |
| Lewis & Ellis LLC | **INSURER C:** |
| 6600 Chase Oaks Blvd | **INSURER D:** |
| Suite 150 | **INSURER E:** |
| Plano TX 75023 | **INSURER F:** |

**COVERAGES** **CERTIFICATE NUMBER:** Rev 23/24 E&O **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Professional Liability (E&O) | | | 7GA7PL000109102 | 10/01/2023 | 10/01/2024 | Limit | $5,000,000 |

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

**CERTIFICATE HOLDER**

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

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Karen L. Edwards

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/27/2023

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 SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**
Sleeper Sewell Insurance
12400 Coit Road, Suite 1100
Dallas TX 75251-2039

**CONTACT NAME:** Becky Nelson
**PHONE (A/C, No, Ext):** (972) 419-7500 **FAX (A/C, No):** (972) 419-7555
**E-MAIL ADDRESS:** becky.nelson@sleepersewell.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Federal Ins Co | 20281 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

**INSURED**
Lewis & Ellis LLC
6600 Chase Oaks Blvd
Suite 150
Plano TX 75023

**COVERAGES** **CERTIFICATE NUMBER:** Rev 23/24 COI **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | 35305038 | 9/15/2023 | 9/15/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ Included |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | 73188635 | 9/15/2023 | 9/15/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | 79662636 | 9/15/2023 | 9/15/2024 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 71609173 | 9/15/2023 | 9/15/2024 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Crime Coverage | | | 81274671 | 9/15/2023 | 9/15/2024 | Limit | $1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: NHID State Mandate Analyses. The General Liability and Automobile policies include a blanket automatic additional insured endorsement (provision) that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability,Auto and Work Comp policies include a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Primary & Noncontributory included. Umbrella policy is follow form.

**CERTIFICATE HOLDER**
New Hampshire Insurance Department
21 South Fruit Street
Suite 14
Concord, NH 03301

**CANCELLATION**
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**
Kevin Edwards/BECKY