STATE OF NORTH CAROLINA

Department of Insurance

Request for Proposal #: 12-001286

Administrator for Continuing Education (CE) Program for North Carolina Insurance Producers and Adjusters

Date of Issue: July 24, 2026

Proposal Opening Date: August 28, 2026

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Sloane Chua

Procurement Manager

Email: sloane.chua@ncdoi.gov

Phone: 919-807-6038

STATE OF NORTH CAROLINA

Request for Proposal

12-001286

For internal State agency processing, including tabulation of proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

This page shall be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.

____

Vendor Name

____

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at https://vendor.ncgov.com/vendor/login

STATE OF NORTH CAROLINA
Department of Insurance

Refer *ALL* Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details: **Sloane Chua** **Sloane.chua@ncdoi.gov**	**Request for Proposal #: 12-001286** **Proposals will be publicly opened: August 28, 2026 at 2:00 PM ET**
Using Agency: Department of Insurance	**Commodity No. and Description: 861322 Education Support Services**
Requisition No.:	

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein.** These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	

VENDOR'S AUTHORIZED SIGNATURE*:	**DATE:**	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: ______ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this________ day of __________, 20____, as indicated on

The attached certification, by ____.

(Authorized Representative of Department of Insurance)

Contents

1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Insurance, hereafter referred to as "the Department", is seeking proposals from interested and qualified organizations ("Vendor") to administer the continuing education ("CE") program for currently licensed NC resident insurance producers, NC resident adjusters/public adjusters, and non-resident adjusters/public adjusters that designate NC as their home state for licensing purposes (individually, "Producers," "Resident Adjusters" and "NC DHS Non-Resident Adjusters" and, together, "Licensees"). Where used in this RFP and its attachments, the term "agent" is synonymous with Producer.

No State funds will be used for the administration of the CE program. All costs associated with the program will be recovered by the Vendor pursuant to NCGS §58-33-130. The program of CE administration as outlined in this RFP shall be without cost to the Department. It should be noted that pursuant to NCGS §58-33-130, this contract is not subject to Article 3 of Chapter 143 of the North Carolina General Statutes or Purchase and Contract regulations.

The intent of this solicitation is to award an Agency Specific Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of **three (3) years**, beginning on the date of final Contract execution (the "Effective Date") or January 1, 2027, whichever is later.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to **two (2) additional one-year terms**. The State will give the Vendor written notice of its intent to exercise each option no later than sixty (60) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: http://eprocurement.nc.gov/.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

http://eprocurement.nc.gov/training/vendor-training.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise in its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.4 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	State	July 24, 2026
Submit Written Questions	Vendor	August 7, 2026
Provide Response to Questions	State	August 14, 2026
Submit Proposals	Vendor	August 28, 2026 at 2:00 PM ET
Contract Award	State	TBD

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section of this RFP. Vendors will enter "**RFP # XXXXXXXXXX – Questions**" as the subject of the message. Question submittals should include a reference to the applicable RFP section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: <u>This is an absolute requirement.</u> Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. <u>It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the</u>

specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's proposals for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: https://eprocurement.nc.gov/training/vendor-training

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Proposals submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

2.7 PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor shall include the following items and attachments in the Sourcing Tool:

a) Cover Letter, which must contain the following: (i)a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.

b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.

c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.

d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.

e) Vendor's Proposal addressing all Specifications of this RFP.

f) Completed version of ATTACHMENT A: PRICING

g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM

i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

a) **BAFO**: Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.

b) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.

c) **COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.

d) **CONTRACT LEAD:** Representative of the Department of Insurance who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer this contract for the State.

e) **DEPARTMENT:** North Carolina Department of Insurance

f) **DR/BCP:** Disaster Recovery/Business Continuity Plan

g) **EFT:** Electronic Funds Transfer

h) **E-PROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.

i) **FBI:** Federal Bureau of Investigation

j) **FINRA:** Financial Industry Regulatory Authority

k) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their proposal, but no amount or charge not included as part of the total proposal price will be paid.

l) **I-Site**: Internet-State Interface Technology Enhancement

m) **JSON: (JavaScript Object Notation)** is a lightweight data-interchange format. It is easy for humans to read and write. It is easy for machines to parse and generate.

n) **NCDOI:** North Carolina Department of Insurance

o) **NIPR:** National Insurance Producer Registry

p) **NPN:** National Producer Number

q) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.

r) **PROFESSIONAL MANNER:** Means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry.

s) **RESTful API:** is an application program interface (**API**) that uses HTTP requests to GET, PUT, POST and DELETE data

t) **RESTful JSON API**: Representational State Transfer (**REST**) is an architectural style that defines a set of constraints to be used for creating web services. ... In a **RESTful** web service, requests made to a resource's URI will elicit a response with a payload formatted in either HTML, XML, **JSON**, or some other format.

u) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.

v) **RFP:** Request for Proposal
w) **SBS:** State Based Systems
x) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
y) **SSE:** Systems security engineering
z) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
aa) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
bb) **SUB VENDOR:** Any person to whom, or entity to which, Vendor subcontracts any part of the Services.
cc) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

Proposals will be evaluated according to content, experience with similar projects, ability of the Vendor and its staff, ability to begin administering program on January 1, 2027, scope of services, technical ability and approach, customer service and lowest cost. The evaluators will randomly select at least three (3) of the Vendor's references, but the evaluators reserve the right to contact all the references listed, if information from the three (3) references contacted warrants further inquiry. The failure of the Vendor to list all similar contracts in the specified period may result in the rejection of the Vendor's proposal. The evaluators may check all public sources to determine whether Vendor has listed all contracts for similar work within the designated period. If the evaluators determine that references for other public contracts for similar contracts were not listed, the evaluators may contact the public entities to make inquiry into Vendor's performance of those contracts and the information obtained may be considered in evaluating Vendor's proposal. Award of a contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous to the State.

While the intent of this RFP is to award a Contract(s) to a single vendor, the State reserves the right to make separate awards to different Vendors for one or more line-items, to not award one or more line-items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions to Vendors entitled COMMUNICTIONS BY VENDORS.

Each Vendor submitting a proposal to this RFP, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. If negotiation is anticipated, cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

3.4 EVALUATION CRITERIA

The following points will be assigned to the proposal for evaluation purposes:

Criteria	Possible Score
1. Extent to which the structured systems security engineering (SSE) process identifies and mitigates threat/vulnerability risks to the model's effectiveness and extent to which risk protection, detection, and response procedures/activities are incorporated into the model. Provide CE transcript and course schedule information that is electronically accessible in real-time via a RESTful API to the Department as required by the Technical Specifications in Section 5.0	15
2. Experience with similar projects	15
3. Scope of Services (Course Review, Recordkeeping of CE credits, CE audits, CE reports)	15
4. Fee collection, remittance to state and revenue reconciliation as required by NC State Government business rules	10

5. Technical Ability and Technical Approach, Data Transfer, Updates and Website	15
6. Customer Service	10
7. Presentation	10
8. Cost	10
TOTAL SCORE	**100**

Technical (90 Maximum Points)

Price (10 Maximum Points)

The process for evaluating price is as follows: the lowest price receives the maximum points and each other proposal receives a percentage of the maximum, based on a comparison of that proposal price with the lowest price.

Example: The State will determine low cost by normalizing the scores as follows:

The proposal with the lowest cost will receive a score of 10. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$10 \times \frac{\text{the cost of the lowest cost proposal}}{\text{the cost of the cost proposal being evaluated}}$$

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

a) Total cost to the State
b) Level of quality provided by the Vendor
c) Process and performance capability across multiple jurisdictions
d) Protection of the State's information and intellectual property
e) Availability of pertinent skills
f) Ability to understand the State's business requirements and internal operational culture
g) Particular risk factors such as the security of the State's information technology
h) Relations with citizens and employees
i) Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

Costs must include:
- Provider Service Fees
- Fees for address lists of Licensees
- Any other costs or fees individually described and enumerated

The program of CE administration as outlined in this RFP shall be without cost to the Department.

Note: Current Vendor fees are as follows:

$ 1.00 per credit hour/per person processing fee
$ 45.00 per course application processing fee
$ 55.00 expedited course application fee
$150.00 for mailing list of Licensees

The current Vendor collects and remits the following fees to the State:
$ 1.00 per credit hour/per person
$100.00 course submission fee/per course

b) These fees are collected by the Vendor and remitted to the State for the following processes:

Extensions - $75.00

Reinstatements - $75.00

4.2 FINANCIAL STABILITY

Each Vendor shall submit the following financial documentation as an attachment to its Proposal:

- Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement and, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the Vendor shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period (i.e., the quarter or month preceding the issuance date of this RFP); or

- Recent compiled financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement and, if the compiled financial statements were prepared more than three (3) months prior to the issuance of this RFP, the Vendor shall submit its most recent internal financial statements (balance sheet, income statement and cash flow statement or budget with entries reflecting revenues and expenditures to date), and other evidence of financial stability such as most recently filed income tax return, evidence of a line of credit/loans/other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from lender acknowledging the commitment to fund the Vendor's stated financing), performance bond, personal guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable and trustworthy regarding the Vendor's financial stability.

Recent shall be defined as financial statements that were prepared within the 12 months preceding the issuance date of this RFP. The Vendor may be asked to arrange for the state to review its most recent SAS 70 Type II (or replacement SOC) report.

Consolidated financial statements of the Vendor's parent or related corporation/business entity and at the discretion of the State the following is required: (1) Vendor provide its own internally prepared financial statements and such other evidence of its own financial stability identified above and attached to the parent company's consolidated financial statements and (2) the parent or related corporation/business entity provide the State with a document wherein the parent or related corporation/business entity will be financially responsible for the Vendor's performance of the contract and the consolidated statement demonstrates the parent or related corporation's/business entity's financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria.

The Vendor's failure to provide any of the above referenced financial statements or failure to submit all the requested financial statements may result in the rejection of the Vendor's proposal and rejection is more likely to occur if other Vendors provide financial documentation in compliance with the foregoing provisions. Vendors are also encouraged to explain any negative financial information in their financial statements and are encouraged to provide documentation supporting those explanations. Department Agent Services Division reserves full discretion to evaluate financial information submitted to determine what financial information is acceptable to determine and establish the financial stability of a Vendor.

Financial information, statements and/or documents submitted with a Proposal shall be evaluated to determine: whether the Vendor has sufficient ability to perform the Contract; whether the Vendor is able to meet its short term obligations, debts, liabilities, payroll, and expenses; whether Vendor has provided complete, reliable and accurate financial information regarding its business operation; whether the Vendor is financially solvent; and whether Vendor has sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for 60 days without receiving payment from the State. Financial information of non-public entities may be marked as confidential in accordance with the Paragraph of the Instructions to Vendors entitled Confidential Information.

4.3 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.4 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

The Vendor shall describe in detail the organization's experience and qualifications for performing the scope of work described in this RFP. The Vendor shall have a minimum of five (5) years' work experience with State Insurance Departments.

The Vendor shall provide information relevant to the prior experience with the Department and/or the Department Agent Services Division.

The Vendor shall include in the proposal the legal form of their business organization, the state in which incorporated (if a corporation), the types of business ventures in which the organization is involved, the office location that will be the point of contact during the term of any resulting contract, a chart of the organizational structure, the reporting relationships as they relate to this RFP and shall include the following:

- General description of the organization
- Structure of the organization including parent company if applicable
- Number of employees in each major area of the organization
- History of the organization during past ten (10) years
- Description of software developers and ability of Vendor to address software issues needed to implement this RFP and any changes to the program due to statutory or National Association of Insurance Commissioners (NAIC) initiatives

The Vendor shall include the same information for all sub-vendors that will be working with the Vendor to fulfill the requirements of the RFP.

The Vendor shall disclose any services terminated by the client(s) and the reason(s) for termination.

4.5 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State *shall* contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtained *shall* be considered in the evaluation of the Proposal.

4.6 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.7 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.8 VENDOR’S REPRESENTATIONS

If Vendor’s Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.9 QUESTIONS TO VENDORS

Vendor shall respond to each of the following questions. Vendors are requested to keep responses concise and relevant and not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

1. The Department is requesting Vendors provide CE transcript and course schedule information that is electronically accessible in real-time via a RESTful API, providing response data in JSON format to the Department at no cost to the State or the Department. How soon after the start of the contract on January 1, 2027 will you be able to deliver this API to the Department of Insurance?

2. If chosen as the CE Vendor for North Carolina, will the CE program be fully implemented by the current contract expiration of December 31, 2026? *** Please see 5.1 General, e), for further explanation and for data protection for the data exchange through the API.

5.0 SCOPE OF WORK

5.1 GENERAL

The Department is responsible for licensing Licensees who conduct business in North Carolina. The purpose of this RFP is for the Department to evaluate and contract with a Vendor to administer the CE program.

Effective January 1, 2008, North Carolina General Statute (NCGS) §58-33-130(a) authorized the Department to evaluate and contract with a Vendor to administer the CE program. The Vendor shall develop procedures to review and approve or deny insurance CE providers and insurance CE courses. The Vendor shall determine the number of insurance CE credit hours for each course submitted. The Vendor shall develop, maintain, and administer a recordkeeping system to track the compliance of Licensees with the CE requirements of this State. In addition, the Vendor must record course offering schedules as received from CE providers and display on the Vendor's website for licensees to retrieve.

NCGS §58-33-130, §58-33-132, §58-33-133 and §58-33-135 and 11 NCAC 06A .0800 established the CE requirements for Licensees. The statutes and rules require that those Licensees subject to CE compliance biennially {every two (2) years} must complete twenty-four (24) hours of insurance CE in the birth month and certify such completion to the Department or its Vendor to maintain the necessary qualifications for their Licensees. Each person with an even birth year will meet CE requirements in an even compliance year and each person with an odd birth year will meet CE requirements in an odd compliance year.

Pertinent facts regarding the Department's CE program are as follows:

- Prometric is the current vendor responsible for the administration of the Agent Services Division's Insurance CE program.
- The Department issues the following licenses or Lines of Authority (LOA) that have CE requirements: life; accident and health or sickness; property, casualty, personal lines, variable life and variable annuity, adjuster and public adjuster.
- All Licensees required to meet CE have a biennial compliance period.
- Each person with an even birth year will meet CE requirements in an even compliance year and each person with an odd birth year will meet CE requirements in an odd compliance year.

  A New Licensee Requiring CE is an individual that is issued any of the following licenses: Insurance Producer with LOA for Life, Variable Life & Variable Annuities, Accident & Health/Sickness, Property, Casualty, Personal Lines ~~and~~ or Adjuster.

  Example:

  1) **An individual that is issued a Life license, effective January 1, 2026, <u>is a New Licensee Requiring CE</u>.**
  2) **An individual that was issued a Credit license, effective January 1, 2026, <u>is not a New Licensee Requiring CE.</u>**

Pursuant to N.C.G.S. 58-33-130(d), Biennial (every two years) CE requirements shall be 24 credit hours. The Commissioner may by rule establish a staggered system in which the credit hour compliance period is based on the month and year of birth of each individual licensee.

The licensee's birth year determines if an individual must meet CE on an even or odd year.
Example:
1) **1960 is considered an EVEN year.**
2) **1961 is considered an ODD year.**

The licensee's birth month determines the month CE is due.
Example:
1) **An individual born in October would need 24 hours of CE completed by October of compliance year.**

Example:
1) **An individual with a birth date of December 1, 1960, licensed in 2026, is required to meet 24 hours of CE by December 2028.**
2) **An individual with a birth date of October 1, 1957, licensed in 2026, would be required to meet 24 hours of CE by October 2029.**

- All Licensees subject to CE requirements shall complete three (3) hours of ethics in each biennial compliance period.
- Licensees holding lines of authority for property, or personal lines and/or an Adjuster license shall complete three (3) hours of flood in the first biennium and every four (4) years thereafter.
- Producers selling long term care partnership policies shall comply with the long-term care partnership CE requirements pursuant to 11 NCAC 06A.0814. The Department allows Producers to receive CE credit for the partnership education under specific conditions. Otherwise, the Department does not track this requirement..
- Licensees who are members of professional industry associations may qualify for four (4) hours of CE credit in each biennium compliance period pursuant to 11 NCAC 06A.0802(p).
- Certain license types do not have CE requirements
- CE exemptions are granted on a case by case basis.

Statistics for the past five (5) years:

Continuing Education Course					
TYPE	**2021**	**2022**	**2023**	**2024**	**2025**
Approvals	2,150	1,920	1,632	1,622	1,785
Credit Hours Posted	673,689	679,534	766,378	734,572	749,750

Requests					
TYPE	**2021**	**2022**	**2023**	**2024**	**2025**
Mailing List	2	2	1	1	3
Extension	111	103	180	173	162
Reinstatement	630	871	1,293	1,173	1,113

Number of Licensees that Completed CE Courses					
LICENSE TYPE	**2021**	**2022**	**2023**	**2024**	**2025**
Adjusters (Adjuster, Public Adjuster)	11,766	12,132	11,414	11,707	11,334
Producers	32,693	32,220	35,800	35,373	35,909

Annual Calls				
2021	**2022**	**2023**	**2024**	**2025**
4,517	4,619	4,121	3,731	3,248

The number of approved CE providers as of the date of this RFP is 665.

The following services shall be implemented:

a) Implement a CE program.
b) Assure high quality CE for Licensees.
c) Comply with the requirements of CE statutes and rules.
d) Comply with procedural updates as needed based on the Uniform Standards for Continuing Education of the National Association of Insurance Commissioners ("NAIC").
e) Provide a CE transcript and course schedule information that is electronically accessible in real-time via a RESTful API, providing response data in JSON format to the Department at no cost to the State or the Department.

- The implementation of an API for data exchange allows the NC Department of Insurance to have real-time access to its' CE and course data on an as needed basis. Doing this allows for very small data exchanges of only the data that is needed at the moment that data is requested, rather than exchanging the entire database in a manner which requires timed intervals and results in data sets that are potentially stale immediately after the data exchange occurs.
- A RESTful API utilizes the same technology as that used to browse the web. The difference is that, rather than a person being on the other side of the web request (using a web browser), a RESTful API involves a computer which is not "interested" in anything but the data. In contrast to a RESTful API, a traditional web page would provide both the data and the formatting/graphics to make the data easily read by people.
- As you navigate the web, the browser shows the URL, which is the location on the web that you are currently browsing to. In a RESTful API, there is also a defined URL that the computer system opens to make a data request. And, just as there are form fields that allow people to enter data into to conduct a query on a web page, the RESTful API has certain predefined fields that can be submitted by a computer system to conduct a query.
- The RESTful API that the NC Department of Insurance is requesting will provide the same data transactions that Sircon Corporation provides today on the web. Request fields and response data that is needed are identical to what is already on the web. The difference is that rather than providing the HTML which renders the data in a format that's logical for people to consume, the response would be stripped down to just the data, in JSON format, which is an accepted standard for data exchange between computer systems.
- Below is an example of what a Licensee data inquiry using a RESTful API might look like, as well as the data response that the server may provide.

- **GET Licensee CE Details (Licensee lookup)**
  Parameters (fields names)

Lname	Last Name of Licensee
Lic	NPN number of Licensee

Example Request:
https://secure-host-name.host.com/agent_lookup?**lname**=Agent&**lic**=0012579877
Example Response:

```
{
"Licensee name":  "JOE LICENSEE",
"transcript begin":  "12-01-2017"
"compliance date":  "11-30-2019",
"license number":  0012579877",
"license type":  "Producer",
"authorized lines":  "Casualty, Property",
{
"Requirement":  "Ethics",
"Required Hours": "3.0",
"Applied Hours":  "0.0",
"Remaining Hours":  "3.0",
"Status":  "Not yet compliant"
},
{
```

"Requirement": "Flood",
"Required Hours": "3.0",
"Applied Hours": "0.0"
"Remaining Hours": "3.0",
"Status": "Waived-Compliant"
},
{
"Requirement": "Total Credits",
"Required Hours": "24.0",
"Applied Hours": "4.0",
"Remaining Hours": "20.0",
"Status": "Not yet compliant"
}
{
"Course ID": "200011",
"Course Name": "Carryover-General",
"Provider": "Carryover-General",

- Data exchange through the API should be conducted via HTTPS/TLS. Considering that the data exchanged via the API is public information, the Department does not require that the API provide for authentication. However, if the vendor determines that authentication is necessary to prevent unanticipated API access, the vendor should discuss a mutually acceptable authentication method with the NC Department of Insurance at the beginning on the API engagement.

f) Recommend CE providers and individual courses for approval by the Agent Services Division and process approval as directed by the Agent Services Division.
g) Maintain CE records for Licensees.
h) Maintain CE records for NC DHS Non-Resident Adjusters that follow the NAIC Independent Adjuster Reciprocity Best Practices & Guidelines.
i) Respond to communications {by telephone, mail and electronic mail} from licensees and providers regarding CE.
j) Problem solve with licensees and providers about improper reporting of CE credits and other CE compliance problems.
k) Maintain website information based on business rules provided by the Department.
l) Report electronically the CE status of Licensees to the Department.
m) Report electronically the CE status of Licensees to third party vendors and the Department's Licensee Database as directed by the Department.
n) Prepare audit reports showing provider or licensee CE concerns for the Department to investigate. Audits are conducted at the discretion of the Department if a concern or issue arises and are not required on a set schedule. Agent Services Division would work with the Vendor on the auditing requirements and timeframe.
o) Collect statutory fees associated with CE course rosters, course submissions and ensure that proper fees have been received. Fees shall be remitted to Department's Controller's Office within 24 hours of collection with a fee payable detail to comply with the State's Daily Deposit Act.
p) Collect fees associated with CE extensions and license reinstatements and ensure that proper fees have been received. Fees shall be remitted to the Department's Controller's Office within 24 hours of collection with a fee payable detail to comply with the State's Daily Deposit Act.

The Vendor's proposal must provide an overview of the vendor's basic understanding of what this project request is and must include a statement as to the period during which the Proposal itself remains offered or valid.

During the contract period, the Department may implement changes to the CE program and will require the Vendor to work with the Department or third-party vendors to make necessary changes for CE administration.

To submit a complete and concise response to this Request for Proposal (RFP), the Vendor is expected to thoroughly read and understand the program as described throughout this RFP.

The Department and the State of North Carolina are not responsible for any costs associated with the preparation of proposals pursuant to this RFP.

Vendors eligible to apply to this RFP shall possess the following:

a) No less than five years' experience as a direct Vendor in providing services detailed in this RFP, or similar Professional Review Services. Vendors failing to meet this requirement will be awarded zero in the Experience and Qualifications evaluation category.
b) Sufficient staff with expertise in insurance education and regulation for administration of the CE program and for training/informational sessions for proposed providers and instructors.
c) Sufficient staff to provide technical help-desk support.
d) A toll-free telephone number to allow Licensees to call for current CE courses, or for information and assistance.
e) Experience in developing systems and website for online course submissions, online posting of CE credits and online collection of fees.

5.2 TASKS/DELIVERABLES

An understanding of the duties to be performed by the Vendor must include a thorough reading of this RFP and all the provisions of the NCGS 58 Article 33 and 11 NCAC 06A .0800.

The Vendor performing these functions on behalf of the North Carolina Department of Insurance will be required to maintain an extensive database of the CE status of Licensees. Any and all data so compiled is the **sole property** of the North Carolina Department of Insurance. It may only be used for the limited purpose of administering the CE program, and the Vendor has no ownership rights thereto. By submitting a proposal in response to this RFP, each Vendor effectively assigns any interest in the data or materials developed of whatever kind or nature for performance of this contract to the Department. At the conclusion of this contract, all data and material compiled by the Vendor, including data definitions, computer disks, tapes or software, reports and/or any other documentation must be returned to the North Carolina Department of Insurance at a location to be specified by the Department, at the Vendor's expense, within five (5) calendar days of the expiration or termination of this contract. The Vendor must provide all assistance necessary to facilitate the complete and total conversion of information to the Department.

5.2.1 General

a) The Vendor shall provide administrative services for the review and approval/denial of CE providers and courses, posting of course schedules and recording of CE credits for Licensees.

b) The Vendor shall recommend for approval CE providers, post course schedules and shall process approvals in accordance with directions from the Agent Services Division.

c) The Vendor shall provide CE transcript and course schedule information that is electronically accessible in real-time via a RESTful API, providing response data in JSON format to the Department or in any other format that the Department requests. See 5.1 General, e), for further clarification and information on data protection for data exchange through the API.

d) The Vendor shall submit a finalized work plan with this RFP and it shall include the following:

i. The Vendor's organizational structure of the project.

ii. The Vendor's staffing table with names and title of personnel assigned to the project / phase of project. (This must agree with the staffing as described in key-personnel).

iii. The project breakdown, showing sub-projects, phases, activities or tasks, and Vendor-resources required and allocated to each.

iv. The time-phased plan / target completion date(s), or calendar showing each event, task, and decision point in your work plan.

v. This work plan or project plan should include a calendar and describe the Vendor's process for implementation and management of items as described in this RFP.

vi. The project plan shall demonstrate how the scope of work will be implemented (e.g., how it will be reviewed, edited, approved, and updated on a regular basis by the bidder's project-manager; how bidder would secure the Department's approval at each phase or stage of the project, and how it will incorporate changes to sub-deliverables or deliverables as requested by Department during each phase or stage).

e) The Vendor shall describe methodology and approach used in providing these services, including methodology for self-study courses and on-line courses. The Department adheres to the NAIC CE reciprocity and correspondence uniformity review standards unless specifically excluded in 11 NCAC 06A .0800.

f) The Vendor shall provide an individual to act as liaison between the Vendor and the Department. This individual shall be available Monday through Friday from 8:00 A.M. to 5:00 P.M. Eastern Standard Time to assist the Department and to respond to complaints, concerns and/or questions related to the CE program.

g) The Vendor shall coordinate activities in the performance of this contract with the Department. The Vendor <u>shall</u> discuss in advance with the Department the procedures for the performance of this contract and secure the Department's written approval of the procedures to be utilized before implementing them.

h) The Vendor shall agree and understand that the Department's agreement to contract is predicated, in part, and among other considerations, on the utilization of the specific individuals and/or personnel qualifications as identified and/or described in the Vendor's proposal. Therefore, the Vendor <u>agrees</u> that no substitutions of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the Department. The Vendor further <u>agrees</u> that any substitution made pursuant to this paragraph must be equal to or better than originally proposed and that the Department's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential.

i) The Vendor shall agree and understand that all discussions with the Vendor and all information gained by the Vendor as a result of the Vendor's performance under the contract shall be confidential and that no reports or materials prepared, as required by the Contract, shall be released to the public without the prior written consent of the Department. All reports and materials developed pursuant to this contract of any nature whatsoever <u>shall</u> become the sole property of the Department.

j) The Vendor shall agree to be responsible**,** unless otherwise stated herein**,** for furnishing all materials, labor, facilities, equipment and supplies necessary to perform the services required herein.

k) The Vendor shall provide ninety (90) days prior notice to the Department in a form acceptable to the Department, of any system-related implementation or upgrade, including a description of the manner in which such implementation or upgrade will affect the CE program.

l) The Vendor shall provide, during the course of the contract, any information regarding new services available to the Department, course providers and sponsors, course instructors, Licensees, and others affected by the CE requirements. Such information shall include any services not then provided in NC, but that are to be provided by the Administrator to the CE program of any other jurisdiction with which the Administrator has contracted.

m) The Vendor shall provide personnel and equipment in sufficient quantity to conduct and administer the program in accordance with the standards approved by the Department.

n) The Vendor must have security measures in place to protect confidential information and shall comply with any and all privacy laws to include North Carolina's Identity Theft Protection Act.

o) The Vendor is responsible for quality control procedures to ensure that all data is accurate.

p) The Vendor shall provide security in transmission of data files transmitted to the Department or any third party contracted with the Department. Security violations must be immediately reported to the Department and to such other persons as required by law.

q) The Vendor shall have a system in place for disaster recovery of provider and Licensee records for minor, major and catastrophic events.

r) The Vendor shall have a system in place for continued operations and ability to provide services due to minor, major and catastrophic events including "pandemic influenza" or pandemic event.

s) The Vendor is responsible for any expenses associated with any errors made by the Vendor and shall pay for and participate in the defense of any legal challenges to its business operations.

t) The Vendor shall provide consulting services to the Department with regard to trends and changes in the insurance continuing education industry and in state regulation of insurance continuing education.

u) The Vendor shall comply with the Agent Services Division's current and future record retention schedules.

v) The Vendor shall not show bias or favoritism toward any provider, course, or instructor for any reason.

w) The Vendor shall be responsible for the following business processes:

i. Evaluate applications for CE providers and insurance education courses in accordance with Department's statutes and rules and provide recommendation on disposition of applications to the Department.

ii. Post course schedules on the internet after course is approved.

iii. Determine course credit hours in accordance with Department's statutes and rules.

iv. Pursuant to DOI decisions and instructions, send denial notices for those courses which do not qualify for insurance CE.

v. Create a catalog of the providers and courses for distribution on the internet or by mail, only if the candidate or Licensee does not have access to the Internet.

vi. Provide a separate toll-free telephone service to respond to questions on the application process. The telephone number shall be transferable to a new Vendor should there be a transition to a new Vendor during the course of or at the termination of this contract.

vii. Design and maintain an automatic data backup procedure to secure all system data.

viii. Develop procedures to renew courses.

ix. Provide automated method of posting of CE credit hours via online service.

x. Process hard copy submission of CE credit hours for designation courses, federal courses or other state courses approved by the Department to comply with the CE requirement.

xi. Collect statutory fees associated with CE course rosters, course submissions and ensure that proper fees have been received. Fees must be remitted to Department in a manner prescribed by the Department.

xii. Collect fees associated with CE extensions and license reinstatements and ensure that proper fees have been received. Fees must be remitted to Department in a manner prescribed by the Department.

xiii. Provide online look-up for Licensees to review CE records which should be updated in "real time" and should be available at least from 7:00 A.M. to 11:00 P.M. Eastern Standard Time daily.

x) To facilitate the Vendor's ability to perform under the contract, the Department will provide the Vendor the following information:

i. Names and approval numbers of CE courses and sponsors.

ii. Data, by electronic means, identifying licensed insurance companies and the total number of Licensees, the addresses of the Licensees and the lines of authority each Licensees have with the insurance companies. Data, by electronic means, identifying Licensees by name, address, individual licensing number, social security number, NPN number and authorities.

iii. Will notify the Vendor of changes in statutes or insurance industry practices which may be applicable to the work performed.

iv. View capability of the Department's statistical information on Licensees; notify the vendor of changes in laws and regulations that relate to CE courses.

y) The Department will provide and have sole authority and responsibility for establishing the criteria by which all providers, instructors and courses are evaluated and will provide instructions on disposition.

z) The Department shall have the explicit authority to determine if and when certain courses are sent to the vendor for review.

5.2.2 Record Keeping

a) The Vendor shall maintain records on Licensees requesting an extension of the insurance CE qualifying period, as provided under the extension and hardship rule pursuant to 11 NCAC 06A .0807. Extension and hardship applications must be made by the Licensee to the Vendor, using forms approved by the Department and supplied by the Vendor. The Vendor shall perform the initial review of the application and will make a recommendation to the Agent Services Division concerning disposition. The Vendor shall process approvals and disapprovals in accordance with the ruling of the Agent Services Division. At the conclusion of the extension and hardship period, the Vendor must report each month to the Department the CE status of Licensees who received an extension.

b) The Vendor shall implement Department approved procedures to collect the fee for all extensions approved. The Vendor shall refer requests from Licensees seeking subsequent hardship clause extensions to the Department for an exception to grant the extension and forego the fee.

c) The Vendor shall maintain records on Licensee requesting reinstatement of the license during the CE qualifying period, as provided under the sanctions for noncompliance rule pursuant to 11 NCAC 6A .0811. Reinstatement applications must be made by the Licensee to the Vendor, using forms approved by the Department and supplied by the Vendor. The Vendor shall report each month to the Department the statistics for reinstatements.

d) The Vendor shall implement Department approved procedures to collect the reinstatement fee. The Vendor shall refer to the Department requests from Licensees seeking an exception from the reinstatement fee.

e) The Vendor shall develop a procedure to collect all application materials and fees, where applicable, screen for proper completion, and contact providers when data is erroneous or missing. Where applications appear complete, the Vendor shall capture all data from the application, do final validity checks on data captured, evaluate the course materials for approval or disapproval, update the website, and scan the course outline for record retention.

f) The Vendor shall review CE courses as deemed necessary by the Agent Services Division and shall make recommendations to the Agent Services Division concerning approval or renewal.

g) The Vendor shall create and maintain an automated recordkeeping system for accumulating the data relative to CE courses, providers and course schedules, and show such information electronically on a daily basis on the Vendor's website.

h) The Vendor shall maintain a current active computer record file on each Licensee which identifies the Licensee by name, NPN, birth date, address and telephone number, record of any mail returned due to an incorrect address, the number of CE credit hours earned, the course number(s), sponsor(s) name(s) and date(s) of completion.

i) The Vendor shall electronically accept rosters of credits earned, on an as-completed basis, from CE providers and tabulate these to the Licensees' data files for accumulated totals. Updates of course completions must be added to each record for the Licensees within **five (5) calendar days** of receipt.

j) The Vendor shall manually accept and process course completion certificates or other valid documentation and the required fee to award credits earned for National Flood Insurance Program courses, other flood courses, national designation courses, out of state adjuster courses and professional industry association memberships. The Vendor will tabulate these to the Licensees' data files for accumulated totals. Updates of course completions must be added to each record for the Licensees within **five (5) calendar days** of receipt.

k) The Vendor shall notify providers and licensees of completion certifications which are rejected by the Vendor within **five (5) calendar days** of receipt. The Vendor shall send a second notice to the provider within thirty (30) days if the rejects have not been resolved by the provider. The Vendor shall refer to the Department the names of providers and supporting documentation of any unresolved reject situations within sixty (60) days.

l) The Vendor shall publish on the Internet with links to the Department's website and/or print a copy of a listing of all approved providers and courses that are open to the public where the Licensee does not have access to the Internet. The Vendor shall provide the print list at no charge to the Licensees. The Vendor shall direct inquiries to the list of approved providers and courses that are open to the public on the Internet.

m) The Vendor shall complete the provider/course review pursuant to 11 NCAC 6.0800 within fifteen (15) days and must complete the entire review process within thirty (30) days of provider or course receipt.

n) The Vendor shall provide course detail as requested by the Department. The Department will conduct random audits of the course review process by the Vendor.

o) The Vendor shall provide notice of a grievance process in accordance with Agent Services Division's instructions. When course hours are reduced and/or course filings are disapproved by the Department, an explanation of the action must accompany the notification. The Vendor must develop procedures acceptable to the Department to correct evaluations where the Vendor did not properly evaluate course filings according to Department approved criteria. These procedures shall include the steps the Vendor will take to correct the problem.

p) The Vendor shall develop and provide written procedures for quality control and the steps it will take to conduct internal audits of courses processed by the Vendor. This quality control process must be conducted quarterly by the Vendor. The Vendor will provide quarterly reports to the Department outlining what providers and courses were audited, the Vendor's findings, the plan of correction where improprieties occurred, and the date the matter was corrected. The Vendor must correct any improprieties within ten (10) working days.

q) The Vendor shall capture all course schedules electronically and make them available on its website thirty (30) days prior to any offering. This includes provider name and ID, course name and ID number, location (including building name, street address, city, state, and zip code), start and stop time of offering, instructor name, official contact person's email address, number of credit hours approved, date of offering, and any other information deemed necessary by the Department.

r) The Vendor shall establish daily updates to the Agent Services Division Licensee database in accordance with the business rules approved by the Agent Services Division.

s) The Vendor must address the credit hour posting process proposed in the response to the RFP and discuss the collection and reporting of fees to the Department in accordance with the State's Daily Deposit Act.

5.2.3 Customer Service

a) The Vendor shall provide a toll-free telephone number and website for Licensees to verify, upon request, current CE course credit accumulation and record of mail returned due to a bad address.

b) The Vendor shall provide quality and timely service to the Department, course providers, course instructors, Licensees, and others affected by the CE requirements, including specific benchmarks for average time to answer telephone calls, average time for a caller to wait before speaking directly with a qualified customer service representative, average waiting time for telephone inquiries, call blocking rates, software release standards, Internet response time, email inquiry response time, and other similar benchmarks as are necessary to demonstrate the commitment to prompt and timely service.

c) The Vendor shall have sufficient personnel available throughout the term of the contract to answer telephones in order to provide a queue time of no more than sixty (60) seconds in response to telephone inquiries received during Vendor's specified business hours.

d) The Vendor shall produce, make available, and distribute forms and informational packets necessary for the efficient operation of the CE program. The forms and information shall be available on the Vendor's website and be available without charge to providers and prospective providers. In addition, the Department will make the forms and information available through its website. The Vendor shall obtain the Department's approval prior to use of any and all forms.

e) The Vendor shall receive, review and recommend how to assign credit hours or approve all submissions for CE providers and CE courses satisfying the standards pursuant to 11 NCAC 06A .0809.

f) The Vendor shall provide online entry for course credits and course schedules to CE providers.

g) The Vendor shall allow providers to submit course data for review/approval of courses via electronic means. However, the Vendor shall also accept course submissions by other means.

h) The Vendor shall resolve any discrepancies in the CE course data directly with the CE provider. A summary of all discrepancies and the Vendor's replies shall be forwarded to the Department deemed as necessary by the contract compliance inspector. Replies to any discrepancies must be written and must not exceed ten (10) working days.

i) The Vendor shall create all necessary forms, notices, explanatory materials, automated and printed correspondence, and such other communications (including electronic and telephonic communications) necessary for the efficient operation of the CE program.

j) The Vendor shall create an online CE handbook for all Licensees and CE providers. The handbook shall provide the requirements for compliance with the CE program, the statutory provisions applicable to CE, the consequences of noncompliance, the appeal and grievance procedures, the fees, deadlines and such other information and forms as may be determined by the Department to be necessary for providing Licensees with a complete set of information and instructions that will allow them to comply with CE requirements. The CE handbooks shall be available for review, downloading, and printing from the Vendor's internet website no later than January 1, 2020.

k) The Vendor shall conduct annual meetings via webinar with the CE providers authorized to conduct CE classes or provide correspondence and/or internet CE. During the first year of this contract, the Vendor shall conduct physical meetings by April 30, 2020 specifically to introduce the CE Vendor's program and procedures approved by the Department. One or more representatives from the Department will participate in these meetings.

5.2.4 Data Systems, Data Collection and Transmission

a) The Vendor must develop a system to provide a download of the data to update the CE database to allow for additions to the provider and course listings. The Vendor must have the capability to accept electronic applications and supporting documentation on an electronic format acceptable to the Department. Upon approval of a submitted course, the Vendor will provide a download of data to update the database. The Vendor must then notify the provider of the final disposition of the course. Once the provider receives written notice of the course approval, the course is available for offering by the provider and roster posting into the appropriate Licensee's records in the Vendor's database.

b) The Vendor must provide CE transcript and course schedule information that is electronically accessible in real-time via a RESTful API, providing response data in JSON format. See 5.1 General, e), for clarification and for Data Protection for the data exchange through the API.

c) The Vendor shall create and maintain a direct single point of entry Internet website that will, at a minimum, allow Licensees and other interested parties, without the need for the user to negotiate through more than one (1) layer of the Vendor's website, to arrive at specific internet pages for the CE program, and from which the user has direct access, to view, and print, in whole or in part at the requesting party's option, the current version of the CE handbook, as well as access to regularly updated information as to approved courses, online compliance status verification, and such forms and other information as the Department may reasonably require.

d) The Vendor shall create and maintain an automated recordkeeping system that can be accessed via a secure means through the internet, by the Licensee and/or course providers for:

   i. the receipt, review and recording of course approval or denial

   ii. accumulating and reporting CE credit information of Licensees

   iii. the receipt, review and recording of completed course rosters

   iv. the receipt, review and recording of completed course schedules

   v. the receipt, review and determination of CE waiver, exemption, and reciprocity requests

Such system must include a means of verifying both the date received and the date processed for each submission received from a course provider or Licensee.

e) The Vendor shall create and maintain a system for notifying Licensees who have not yet fully satisfied the requirements of NC CE by a date no later than ninety (90) days prior to the end of a biennium and again no later than forty (45) days and no sooner than sixty (60) days before the end of a biennium of their compliance status and the consequences of noncompliance.

f) The Vendor shall create and maintain a system for notifying Licensees who have not fully satisfied the requirements of NC CE by a date no later than forty (45) days after the end of a biennium that their licenses have expired and the process for reinstatement.

g) The Vendor shall create and maintain a system that will provide the Licensee the ability to confirm via the internet whether or not a roster has been submitted for each course the Licensee has completed, that will allow the Licensee to claim credits for courses once rosters have been properly submitted, that will provide confirmation to the Licensee upon claiming such credits for completion of a course, and that reports the Licensee's status of compliance as of the date of the submission.

h) The Vendor shall transmit CE data electronically by secure means established by the Department or any third party contracted with the Department to receive and process Licensee data. The data security business rules will be established by the Department after award of the contract and is subject to change based on the business needs of the Department during the term of this contract. The Vendor shall establish the file format determined by the Department through File Transfer Program ("FTP") and the Vendor shall perform the data exchange on a time table (frequency) determined by the Department. Currently, the Agent Services Division utilizes the State Based Systems (SBS) as a database administrator, and the Vendor shall establish a data exchange with SBS or any subsequent database administrator.

i) The Vendor shall accept CE data electronically by secure means from the Department's database administrator in a file format determined by the Department through FTP. The frequency of the data exchange will be determined by the Department.

j) All data and material are the property of the Department and shall be returned immediately upon request in whatever format the Department requests. The Vendor shall comply with the Department and state security instructions and policies and will transfer data in accordance with specifications provided by the Department or third-party vendors contracted to provide services to the Department. The Vendor shall design and maintain an automatic data backup procedure to secure all systems data. Specifications will be provided by the Department upon award of the contract.

k) The Vendor shall allow providers to enter, edit, and delete course offering schedule information on its website.

l) The Vendor shall allow providers to enter, edit, and delete course credits for Licensees on its website and maintain a tracking of such activity to provide to the Department if requested.

m) The Vendor shall maintain a disaster recovery plan, which includes provisions for database backup and an alternate storage site.

n) The Vendor shall develop any computer programs necessary to provide for administration of this system, reporting of records and results to North Carolina and ensuring compliance with the Agent Services Division Record Retention Schedule.

o) While the Vendor may license this program to other states, copies of the program and its documentation must be available at all times without charge to computer personnel appointed by the State of North Carolina. This would apply whether or not the contract runs its full term or is terminated within the contract period.

p) The Vendor shall provide a documented copy of the computer program developed to administer and transmit CE records to the Department, Information Systems Division or to such other organization that may be supporting the Licensee records of the Agent Services Division.

q) The Vendor shall provide documented copies of all changes to the program through the term of the contract upon implementation. The Vendor may retain all rights to this program to license and distribute in any manner it chooses. The Vendor shall expressly agree with the State of North Carolina that, upon the expiration or termination of the contract, the State will retain, use in any manner and/or modify the program without cost or charge.

r) The Vendor shall ensure that the system is capable of transmitting data from the Vendor's offices to the Licensee database operated by the Department. Upon receipt of the data transmissions, the Department's data record for each Licensee will be updated to show whether or not the Licensee complied with CE compliance. The program shall contain adequate safeguards to prevent duplication, substitution or elimination of existing records. Necessary reports to audit and safeguard the data must be included in the program.

s) The Vendor shall transmit reports required under this contract in an electronic format unless the Department specifically requests a report in print hard copy format.

t) The Vendor shall furnish any equipment, which may be needed by the Department in order to achieve efficiency in transmission of data.

u) The Vendor shall allow the Department staff to enter, edit, and delete course credits for Licensees on its website at no cost.

v) The Vendor shall design, implement, and maintain an automatic data backup procedure for all created subsystems used in the performance of this contract. The bidder must address this procedure in its response to this RFP.

w) The Vendor at the start of the Contract shall assist the Department in converting any programs. At the end of the Contract, the Vendor shall assist the Department in assuring that all data is converted to either; a) State run replacement systems or b) the succeeding Vendor's replacement systems. Such assistance shall include ensuring that all data elements and specifications of the Vendor's system are included in the replacement, that programming of all replacement software is adequate to maintain the programs in existence at that point-in-time, and that all data contained in the Vendor's systems is loaded to the replacement systems on the conversion date designated by the Department.

x) The Vendor must develop procedures for all its subsystems that will be used by the Department staff. These procedures must be given in writing to the Department prior to the implementation of any Contract developed. The Vendor must further assure that the Department staff responsible for working with these systems is trained in all functions of the systems prior to the implementation of the Contract.

y) The Vendor must adhere to all standards as established by the State of North Carolina, Department of Information Technology.

z) The Vendor shall modify the business rules as needed by the Department should the business requirements of the CE program change during the term of this contract due to a national initiative (NAIC) or NC statutory or administrative rule change whether unforeseen or anticipated.

aa) The Vendor shall also include examples of its prior work to include two (2) examples of prior work or work-related to CE administration services and clearly showcase the Vendor's ability to create high quality, web-interactive systems.

5.2.5 Continuing Education Audits

a) The Vendor shall provide written notice of appeal procedures in a form approved by the Agent Services Division.

b) The Vendor shall provide testimony at any administrative hearing resulting from an appeal of the Vendor's actions or recommendations under this contract.

c) The Vendor shall create and maintain a means for monitoring the quality and compliance of CE courses and providers including instructors. All complaints relative to a CE course shall be referred to the Department for review and investigation. The Vendor shall investigate complaints regarding approved courses and programs and reporting the results of these investigations to the Department.

d) The Vendor shall conduct surveys of Licensees and approved course providers to verify that the CE courses are administered as filed with the Department. Such survey results shall be furnished to the Department within two (2) weeks of the end of each calendar quarter. The form will be provided by the Department.

e) The Vendor shall conduct a random survey of Licensees participating in courses offered by approved sponsors of this Department. The survey must secure information about the topic, the quality of the course presentations, the speaker, course location, etc. The survey should also solicit information about the types of courses in which the Licensees may have an interest. The survey must be submitted to the Department for approval. A report of the results of the survey shall be submitted by the Vendor to the Department within two (2) weeks of the end of each calendar quarter.

f) The Vendor shall monitor course completion by Licensees who take correspondence and online courses. This evaluation will be to determine if there appears to any cheating or fraudulent activity on the part of Licensees taking these courses. The Department and the Vendor will develop business rules and criteria to flag the CE record for Licensees meeting the criteria. The Vendor will send notification to the Department with statistical information for the Department to investigate within five (5) business days.

g) The Vendor shall create and maintain a system for tracking mail returned to the Vendor due to a Licensee not updating his/her mailing address with the Department.

5.2.6 Statutory Fees: Collection and Remittance to the Department

a) The Vendor shall transmit the fees via Electronic Funds Transfer (EFT) daily as determined by the Department's Controllers Office.

b) The Vendor shall provide transaction details for the fees remitted and shall provide an audit trail for balancing and reconciling the fees.

c) The Vendor shall reconcile the funds transfer to show fees collected within each EFT in a breakout as follows:

- Total amount collected and remitted via EFT
- Total amount collected and remitted by various transaction types
- Total amount collected and remitted by budget code

d) Department will assist the Vendor in setting up an approved account as required by the State of North Carolina State Treasurer. The fees collected and disbursed on behalf of the Department must be deposited daily after receipt as required by NCGS 147-77 in some bank, or trust company, selected or designated by the State Treasurer, in the name of the State Treasurer.

e) The Vendor shall provide immediate notification to Agent Services Division of checks returned for non-sufficient funds (NSF), checks returned due to closed accounts, and disputed credit card transactions such that Agent Services Division can pursue administrative action.

f) The Vendor shall refund any Vendor processing fees that have been determined to be collected in error upon request from Department and verification from Vendor review.

Agent Services Division will furnish business rules for fee collection, reconciliation, electronic fund transfer, and refund.

5.2.7 Reports

a) The Vendor shall furnish to the Department an electronic report of the CE status for Licensees who complied with biennial CE and those who did not comply. The report must identify those Licensees who have completed the CE requirements, those who are eligible for an exemption, those who have made a timely application to the Vendor for an extension, and those who have made application for reinstatement of their license(s). The results must be in the form of specific licensee identifier and summary statistics regarding the number of Licensees who have completed their CE requirements. The Vendor shall transfer the individual statistical data in the form of a data file acceptable to the third-party Vendor maintaining the licensing database and the mail services Vendor. This report shall also be compiled into an electronic data file to be downloaded in the state's licensee data system to show compliance/non-compliance with CE.

b) The Vendor shall provide mailing lists in electronic format or mailing labels if requested by CE providers. The Department will provide the business rules for data to be shown on the lists and the Vendor shall comply with the NC Public Records Law. The Vendor shall refer any other request for public records to the Department. The Vendor may charge for this service and the bidder should include this charge in response to this RFP.

c) The Vendor shall provide statistics for the number of provider and course applications received, processed, rejected, appealed, disapproved, fees collected, etc. These statistics must be available at a minimum on a quarterly basis and annual cumulative basis.

d) The Vendor shall provide the following reports in an electronic format:

i. Monthly, the Vendor will submit brief written summaries of progress which outline the work accomplished during the reporting period (monthly status report); work to be accomplished during the upcoming reporting period; any problems, real or anticipated, which should be brought to the attention of the Department; and, notification of any significant deviation from previously agreed upon work plans.

ii. Annually, the Vendor will submit a fiscal year planning report, which outlines how the NC program was implemented, how updates and/or changes were implemented; work to be accomplished during the upcoming fiscal year, and the turn-around time for implementing Department changes/processes.

iii. Monthly, quarterly, and annually the Vendor will submit a report of education providers exceeding the thirty (30) day reporting requirement.

iv. Monthly, and annually the Vendor will submit a report of the number of telephone inquiries received and the response time.

v. Monthly and annually the Vendor will submit a report of statistics on Vendor review questions.

vi. Monthly, the Vendor will submit a report of statistics on provider, licensee and Department review questions.

vii. Monthly, the Vendor will submit a report of the education fee collection and credit summary.

viii. Monthly, the Vendor will submit a report of the education provider/course complaints.

ix. Monthly and annually, the Vendor will submit a report of the education provider and course application statistics.

x. Monthly and annually, the Vendor will submit a report of the Licensees who have not complied with the ethics and flood CE requirement.

xi. Monthly and annually, the Vendor will submit a report of the Licensees who have received CE credits for membership in a professional industry association.

xii. Monthly and annually, the Vendor will submit a report of the education provider/course application fees.

e) The Vendor shall provide to the Department annually (and at such other times as may be requested by the Department) statements and reports setting forth the CE program's transactions, operations, records, finances, and affairs for such period of time and in such form or format as may be requested by the Department.

These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using Microsoft Excel and, as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

5.2.8 Annual Customer Satisfaction Survey

a) At the request of the Department/Agent Services Division, the Vendor shall conduct an annual customer satisfaction survey specific to insurance exam services.

b) Prior to conducting the customer satisfaction survey, the Vendor shall ask Department/Agent Services Division of any specific queries that should be included, and the final survey shall be approved in advance of distribution by Department/Agent Services Division.

c) The Vendor shall provide a report to Department of customer satisfaction survey findings and provide a corrective action plan for services that are deemed to be unsatisfactory based on review by Department.

5.3 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.4 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).

Customer Service Point of Contact	
Name:	

Office Phone #:	
Mobile Phone #:	
Email:	

6.2 POST AWARD PROJECT REVIEW MEETINGS

After award of the contract, the Vendor and Agent Services Division, shall establish a meeting schedule for the project lead and staff of Agent Services Division and/or senior staff of the Vendor to identify issues and problems and determine resolution. Senior staff of the Vendor shall agree to meet in person one (1) time annually and shall have a teleconference monthly after implementation and post-implementation issues are resolved. During implementation and post-implementation phases, the Vendor's senior staff, project lead and Agent Services Division project lead shall meet weekly via teleconference or on a schedule as determined by Agent Services Division. In addition, the Vendor shall agree to teleconference with external parties as approved by Agent Services Division. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

The State shall have the obligation to notify Vendor, in writing thirty (30) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.5 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to three (3) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.6 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.7 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be through the contract administrator.

6.8 ATTACHMENTS

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

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ATTACHMENT A: PRICING

The Vendor's fees shall be established for the three (3) years of the contract with two (2) optional renewals. Please provide information concerning fees as follows:

- Provider Service Fees
- Fees for address lists of Licensees
- Any other costs or fees individually described and enumerated
- Reimbursement of fees or expenses to providers and/or Licensees when Vendor makes an error

The program of CE administration as outlined in this RFP shall be without cost to the Department of Insurance or Agent Services Division.

ATTACHMENT G: EXHIBIT ONE NC ADMISTRATIVE CODE

SECTION .0800 - CONTINUING EDUCATION

11 NCAC 06A .0801 DEFINITIONS

As used in this Section:

(1) "Biennial compliance period" means the 24-month period during which an agent or adjuster shall comply with continuing education requirements.

(2) "Cluster of courses" means a number of courses, each of which is less than 100 minutes in length, but altogether 100 minutes or more in length, that are offered within one state or national program or convention.

(3) "Compliance year" means the second year of the biennial compliance period.

(4) "Continuing Education Administrator" or "Administrator" means the Vendor with which the Commissioner contracts for continuing education administration, including the approval of providers and courses and the retention of ICEC records for licensees.

(5) "Course" means a continuing education course directly related to insurance principles and practices or a course designed and approved specifically for licensees; but does not mean a business course of a general nature or an insurance marketing or sales course. Courses shall be for instructional purposes only and not for promoting the interests of or recruiting employees for any particular insurance agency or company.

(6) "Disinterested third party" means a person not concerned, with respect to possible gain or loss, in the result of a pending course final examination.

(7) "Distance learning" means an educational program in which the licensee and the instructor are in different physical locations and interact with each other through various methods of telecommunication.

(8) "Ethics course" means a continuing education course that deals with usage and customs among members of the insurance profession involving their moral and professional duties toward one another, toward clients, toward insureds, and toward insurers.

(9) "Insurance continuing education credit" or "ICEC" means a value assigned to a course by the Commissioner after review and approval of a course information. This term means the same as "credit hour" as used in G.S. 58-33-130.

(10) "Instructor" means an individual who teaches, lectures, leads, or otherwise instructs a course.

(11) "Licensee" means a licensed adjuster, a licensed broker, or a licensed agent with any of the following lines of authority: property, casualty, personal lines, life, or accident and health or sickness.

(12) "Long-Term Care Partnership Education" means a continuing education course related to long-term care insurance, long-term care services and qualified state long-term care insurance partnership programs which includes:

(a) State and federal regulations and requirements relating to long-term care partnership policies;
(b) the relationship between qualified state long-term care insurance partnership programs and other public and private coverage of long-term care services, including Medicaid:
(c) available long-term care services and providers;
(d) changes or improvements in long-term care services or providers;
(e) alternatives to the purchase of private long-term care insurance;
(f) the effect of inflation on long-term care partnership policy benefits and the importance of inflation protection; and

(g) consumer suitability standards and guidelines for long-term care partnership policies.

(13) Qualified Policy" has the same meaning as in G.S. 58-55-55(6) and includes a certificate issued under a group policy as specified in G.S. 58-55-60.

(14) "Supervised examination" means a timed, closed book examination that is monitored and graded by a disinterested third party.

(15) "Supervised individual study" means learning through the use of audio tapes, video tapes, computer programs, programmed learning courses, and other types of electronic media that are completed in the presence of an instructor.

History Note: *Authority G.S. 58-2-40; 58-33-130; 58-55-55; 58-55-60; 58-55-65; 58-55-75;*

Temporary Adoption Eff. June 22, 1990, for a period of 180 days to expire on December 19, 1990;

ARRC Objection Lodged July 19, 1990;

Eff. December 1, 1990;

Amended Eff. March 1, 2011; February 1, 2008; February 1, 1995; June 1, 1992;

Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. June 25, 2016.

11 NCAC 06A .0802 LICENSEE REQUIREMENTS

(a) Each person holding a life, accident and health or sickness, property, casualty, personal lines, or adjuster license shall obtain 24 ICECs during each biennial compliance period. Each person holding one or more life, accident and health or sickness, property, casualty, personal lines, variable life and variable annuity products or adjuster license shall complete an ethics course or courses within two years after January 1, 2008, and every biennial compliance period thereafter as defined in this Section. The course or courses shall comprise three ICECs.

(b) Each person holding one or more property, personal lines, or adjuster license, shall complete a continuing education course or courses on flood insurance and the National Flood Insurance Program, or any successor programs, within the first biennial compliance period after January 1, 2008, and every other biennial compliance period thereafter. The course or courses shall comprise three ICECs.

(c) Each licensee shall, before the end of that licensee's biennial compliance year, furnish evidence as set forth in this Section that the continuing education requirements have been satisfied.

(d) An instructor shall receive the maximum ICECs awarded to a student for the course.

(e) Licensees shall not receive ICECs for the same course more often than one time in any biennial compliance period.

(f) Licensees shall receive ICECs for a course only for the biennial compliance period in which the course is completed. Any course requiring an examination shall not be considered completed until the licensee passes the examination.

(g) Licensees shall maintain records of all ICECs for five years after obtaining those ICECs, which records shall be available for inspection by the Commissioner.

(h) Nonresident licensees who meet continuing education requirements in their home states meet the continuing education requirements of this Section. Nonresident adjusters who qualify for licensure by passing the North Carolina adjuster examination pursuant to G.S. 58-33-30(h)(2)a shall meet the same continuing education requirements as a resident adjuster including mandatory flood and ethics courses. Nonresident adjusters who qualify for licensure by passing an adjuster examination in another state pursuant to G.S. 58-33-30(h)(2)b and are in good standing in that state shall be credited with having met the same continuing education requirements as resident adjusters, including mandatory flood and ethics courses.

(i) Only a licensed insurance producer who is unable to comply with continuing education requirements due to military service, or long-term medical disability may request a waiver for continuing education requirements. A long-term medical disability means that it is certified on an annual basis by an attending physician to the licensee. The Commissioner shall grant an exemption from Continuing Education requirements for up to one year if the producer submits the following:

(1) Deployment orders from the United States Department of Defense; or
(2) A notarized statement from a licensed physician stating the producer is unable to do the work he is licensed to do.

(j) A licensee who was granted an exemption from the requirements of this Section prior to October 1, 2010 continues to be exempt from continuing education requirements for as long as the licensee certifies to the Commissioner that he:

(1) is age 65 or older;
(2) has been continuously licensed in the line of insurance for at least 25 years; and

(3) either:

(A) holds a professional designation specified in 11 NCAC 06A .0803; or

(B) certifies to the Commissioner annually that the licensee is an inactive agent who neither solicits applications for insurance nor takes part in the day to day operation of an agency.

(k) Courses completed before the issue date of a new license do not meet the requirements of this Section for that new license.

(l) No credit shall be given for courses taken before they have been approved by the Commissioner.

(m) Each person with an even numbered birth year shall meet continuing education requirements in an even numbered compliance year. Each person with an odd numbered birth year shall meet continuing education requirements in an odd numbered compliance year. The licensee shall complete 24 hours of continuing education by the last day of the licensee's birth month in the compliance year.

(n) An existing licensee requiring continuing education is an individual who holds any of the following licenses on or before December 31, 2007: life and health, property and liability, personal lines, or adjuster. The licensee's birth year determines if an individual must satisfy continuing education requirements in an even-numbered or odd-numbered year. (Example: 1960 is an even-numbered year; 1961 is an odd-numbered year.) The licensee's birth month determines the month that continuing education is due. (Example: An individual born in October would need to complete 24 hours of continuing education by the end of October in the licensee's compliance year.) The number of ICECs required by this Rule is prorated based on one ICEC per month, up to 24 months. This conversion shall be completed within four years. (Example: An individual with a birth date of February 16, 1960, would have the following two compliance periods during the continuing education conversion: 1st – two ICECs by the end of February 2008; the 2nd – 24 ICECs by the end of February 2010. An individual with a birth date of April 4, 1957, would have the following two compliance periods during the continuing education conversion: 1st – 16 ICECs by the end of April 2009; the 2nd – 24 ICECs by the end of April 2011.) The chart below reflects the number of hours an existing licensee requiring continuing education must have during the four-year conversion.

Compliance Year	EXISTING LICENSEE MONTH OF BIRTH EVEN/ODD YEAR OF BIRTH																							
	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEPT		OCT		NOV		DEC	
	even	odd	even	odd	even	odd	even	odd	even	odd	even	odd	even	odd	even	odd	even	odd	even	odd	even	odd	even	odd
2008	1		2		3		4		5		6		7		8		9		10		11		12	
2009		13		14		15		16		17		18		19		20		21		22		23		24
2010	24		24		24		24		24		24		24		24		24		24		24		24	
2011		24		24		24		24		24		24		24		24		24		24		24		24

(o) A new licensee requiring continuing education is an individual who is issued any of the following licenses on or after January 1, 2008: life, accident and health or sickness, property, casualty, personal lines or adjuster. The licensee's birth year determines if an individual must satisfy continuing education requirements in an even-numbered or odd-numbered year. (Example: 1960 is an even-numbered year; 1961 is an odd-numbered year.) The licensee's birth month determines the month that continuing education is due. (Examples: An individual born in October would need to complete 24 hours of continuing education by the end of October in the licensee's compliance year. An individual with a birth date of December 1, 1960, licensed in 2008, is required to meet 24 hours of continuing education by December 31, 2010. An individual with a birth date of October 1, 1957, licensed in 2008, is required to meet 24 hours of continuing education by October 31, 2011.) The chart below shows the first deadline by which a new licensee would be required to complete 24 hours of continuing education.

License Issue Year	NEW LICENSEE MONTH OF BIRTH EVEN/ODD YEAR OF BIRTH																							
	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEPT		OCT		NOV		DEC	
	even	odd	even	odd	even	odd	even	odd	even	odd	even	odd	even	odd	even	odd	even	odd	even	odd	even	odd	even	odd
2008	2010	2011	2010	2011	2010	2011	2010	2011	2010	2011	2010	2011	2010	2011	2010	2011	2010	2011	2010	2011	2010	2011	2010	2011

2009	2012	2011	2012	2011	2012	2011	2012	2011	2012	2011	2012	2011	2012	2011	2012	2011	2012	2011	2012	2011	2012	2011	2012	2011
2010	2012	2013	2012	2013	2012	2013	2012	2013	2012	2013	2012	2013	2012	2013	2012	2013	2012	2013	2012	2013	2012	2013	2012	2013
2011	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013	2014	2013

(p) A member of a professional insurance association may receive no more than two ICECs during the biennial compliance period based solely on membership in the association. The professional insurance association shall be approved as a continuing education provider, shall have been in existence for at least five years, and shall have been formed for purposes other than providing continuing education. The professional insurance association shall:

(1) Provide the Commissioner or the Administrator with the association's Articles of Incorporation on file with the N.C. Secretary of State;
(2) Certify to the Commissioner or Administrator that the licensee's membership is active during the biennial compliance period;
(3) Certify to the Commissioner or Administrator that the licensee attended 50 percent of the regular meetings;
(4) Certify to the Commissioner or Administrator that the licensee attended a statewide or intrastate regional educational meeting on an annual basis, where the regional meeting covered an area of at least 25 counties of the State; and
(5) Pay the one dollar ($1.00) per ICEC to the Commissioner or Administrator.

History Note: Authority G.S. 58-2-40; 58-2-185; 58-2-195; 58-33-130; 58-33-133;

Temporary Adoption Eff. June 22, 1990, for a period of 180 days to expire on December 19, 1990;

ARRC Objection Lodged July 19, 1990;

Eff. December 1, 1990;

Temporary Amendment Eff. October 3, 1991 for a period of 180 days to expire on March 30, 1992;

Amended Eff. June 1, 2011; October 1, 2010; February 1, 2008; January 1, 2007; February 1, 1995;

August 1, 1994; February 1, 1994; January 1, 1993;

Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. June 25, 2016.

11 NCAC 06A .0803 COURSES SPECIFICALLY APPROVED

(a) Courses that are necessary to obtain the following nationally recognized designations are approved for 18 ICECs upon successful completion of the national examination for each part:

(1) Accredited Advisor in Insurance (AAI);
(2) Associate in Claims (AIC);
(3) Associate in Loss Control Management (ALCM);
(4) Associate in Risk Management (ARM);
(5) Associate in Underwriting (AU);
(6) Certified Employees Benefit Specialist (CEBS);
(7) Chartered Financial Consultant (ChFC);
(8) Chartered Life Underwriter (CLU);
(9) Chartered Property and Casualty Underwriter (CPCU);
(10) Fellow Life Management Institute (FLMI);
(11) General Insurance (INS);
(12) Life Underwriter Training Council Fellow, 26 week (LUTCF);
(13) Certified Financial Planner (CFP).

(b) Courses that are necessary to obtain the following nationally recognized designations are approved for an amount of ICECs to be determined by the Commissioner under this Section.

(1) Agency Management Training Course Graduate;
(2) Certified Insurance Counselor (CIC);
(3) Certified Insurance Service Representative (CISR);
(4) Certified Professional Service Representative (CPSR);
(5) Fraternal Insurance Counselor (FIC);
(6) Health Insurance Associate (HIA);
(7) Life Underwriter Training Council Fellow, 13 weeks (LUTCF);

(8) Registered Health Underwriter (RHU).

(c) Courses that are taught by a college or university that is accredited by the Southern Association of Colleges and Schools or by an accreditation agency recognized by the U.S. Department of Education are approved for a number of ICECs to be determined by the Commissioner under this Section.

(d) Any course prepared by the Commissioner is approved as a component of each resident licensee's continuing education requirement for a number of ICECs to be determined by the Commissioner under this Section.

History Note: Authority G.S. 58-2-40; 58-33-130;
Temporary Adoption Eff. June 22, 1990, for a period of 180 days to expire on December 19, 1990;
ARRC Objection Lodged July 19, 1990;
Eff. December 1, 1990;
Amended Eff. January 1, 2007; February 1, 1995; June 1, 1992;
Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. June 25, 2016.

11 NCAC 06A .0804 CARRYOVER CREDIT

Only whole ICECs may be carried over from one biennial compliance period to the next biennial compliance period.

There is no limit on the number of ICECs that can be carried over.

History Note: Authority G.S. 58-2-40; 58-33-130;
Temporary Adoption Eff. June 22, 1990, for a period of 180 days to expire on December 19, 1990;
ARRC Objection Lodged July 19, 1990;
Eff. December 1, 1990;
Temporary Amendment Eff. October 3, 1991 for a period of 180 days to expire on March 30, 1992;
Amended Eff. February 1, 2008; February 1, 1995; June 1, 1992; March 1, 1992;
Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. June 25, 2016.

11 NCAC 06A .0805 CALCULATION OF ICECS

The following standards are used to evaluate courses submitted for continuing education approval:

(1) Programs requiring meeting or classroom attendance:
- (a) Courses or clusters of courses of less than 50 minutes shall not be evaluated for continuing education ICECs.
- (b) Courses shall not be approved for less than one ICEC.
- (c) One ICEC shall be awarded for each 50 minutes of instruction unless the Commissioner assigns fewer ICECs based upon the evaluation of the submitted course materials. Courses shall only be approved for whole ICECs.
- (d) Course providers shall monitor participants for attendance and attention.

(2) Independent study programs:
- (a) Independent study programs qualify for continuing education only when there is a supervised examination. No examination administered or graded by insurance company personnel for its own employees is considered to be administered by a disinterested third party. The examination supervisor shall submit to the provider a sworn affidavit that certifies the authenticity of the examination. The provider shall retain the affidavit and examination records.
- (b) Each course shall be assigned ICECs, which shall be awarded upon the passing of the supervised examination.

(3) Distance Learning Programs:
- (a) Distance learning qualifies only when an instructor is available to respond to questions and to maintain attendance records.
- (b) Any organization sponsoring a teleconference shall have an on-site instructor.

(4) Internet programs qualify only when there is a secure examination required at the end of the licensee's study of the course material and when periodic security measures have been used throughout the course material before the final examination.

(5) Webinar courses qualify only when there is a method of monitoring attendance, by way of a random question and answer segment throughout the course, or a monitor at each location. Examinations are not required in Webinar courses.

History Note: Authority G.S. 58-2-40; 58-33-130;

Temporary Adoption Eff. June 22, 1990, for a period of 180 days to expire on December 19, 1990;

ARRC Objection Lodged July 19, 1990;

Eff. December 1, 1990;

Amended Eff. February 1, 2008; April 1, 2003; February 1, 1995; June 1, 1992;

Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. June 25, 2016.

11 NCAC 06A .0808 INSTRUCTOR QUALIFICATION

(a) Continuing education providers shall certify that continuing education instructors meet the qualification requirements, which are the same as those for instructors as provided in 11 NCAC 06A .0705(c), except that the Commissioner may approve instructors possessing specific areas of expertise to instruct courses comprising those areas of expertise.
(b) Insurance company trainers as instructors shall be full time salaried employees of the insurance company sponsoring the course and shall have as part of their full time responsibilities the duty to provider insurance company training.
(c) College and university instructors may be full time or adjunct faculty of the college or university, and shall be teaching a curriculum course in his or her field of expertise.
(d) The Commissioner shall require applicants and current instructors to submit to a personal interview, provide a video or audio tape, a written history of courses taught or any other documentation that will verify the applicant's qualifications to instruct approved insurance courses.
(e) Temporary instructor authority shall be given to each qualified applicant. The instructor authority shall become permanent after six months unless otherwise denied, suspended, terminated or revoked by the Commissioner.
(f) As a condition to continued instructor qualification, providers shall insure that each instructor teaches one prelicensing or continuing education course each calendar year.

History Note: Authority G.S. 58-2-40; 58-33-130; 58-33-132;

Temporary Adoption Eff. June 22, 1990, for a period of 180 days to expire on December 19, 1990;

ARRC Objection Lodged July 19, 1990;

Eff. December 1, 1990;

Amended Eff. February 1, 2008; February 1, 1996;

Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. June 25, 2016.

11 NCAC 06A .0809 APPROVAL OF COURSES

(a) All providers of courses specifically approved under Rule .0803 of this Section shall pay the fee prescribed in G.S. 58-33-133(b) and shall provide to the Commissioner or Administrator copies of:

(1) program catalogs;
(2) course outlines; and
(3) advertising literature.

(b) All providers of courses not specifically approved under Rule .0803 of this Section shall do the following:

(1) Any individual, school, insurance company, insurance industry association, or other organization intending to provide classes, seminars, or other forms of instruction as approved courses shall:

(A) apply on forms provided by the Commissioner or Administrator, located on the N.C. Department of Insurance's website at http://www.ncdoi.com/ASD/CE_Providers_For_Insurance.aspx#Forms;

(B) pay the fee prescribed in G.S. 58-33-133(b);

(C) provide outlines of the subject matter to be covered; and
(D) provide copies of handouts to be distributed to course participants.

(2) All providers of supervised individual study programs shall file copies of:

(A) the study programs;

(B) the examination; and

(C) the Internet course security procedures.

(c) The Commissioner shall determine the number of ICECs that have been assigned to the approved course in accordance with Rule .0805 of this Section.

(d) If a course is not approved or disapproved by the Commissioner or his or her designee within 60 days after receipt of all required information, the course shall be deemed to be approved at the end of the 60-day period.

(e) If a course approval application is denied by the Commissioner or his or her designee, a written explanation of the reason for denial shall be furnished to the provider.

(f) Course approval applications shall include the following:

(1) a statement indicating for whom the course is designed;

(2) the course objectives;

(3) the names and duties of all persons who will be affiliated in an official capacity with the course;

(4) the course provider's tuition and fee refund policy;

(5) an outline that shall include:

(A) a statement of whether there will be a written examination, a written report, or only a certification of attendance;
(B) the method of course presentation;
(C) a course content outline with instruction hours assigned to the major topics; and
(D) a schedule of dates, beginning and ending times, and places the course will be offered, along with the names of instructors for each course session, submitted at least 10 days before any subsequent course offerings.

(6) a copy of the course completion certificate;

(7) a course rating form;

(8) a course bibliography; and

(9) an electronic copy of the course content and course examination for Internet courses.

(g) A provider may request that its materials be kept confidential if they are of a proprietary nature.

(h) A provider shall not cancel a course unless the provider gives written notification to all students on the roster and to the Commissioner or Administrator at least five days before the date of the course. This Paragraph does not apply to the cancellation of a course or class because of inclement weather.

(i) A provider shall submit course attendance records electronically to the Commissioner or Administrator within 15 business days after course completion.

(j) An error on the licensee's record that is caused by the provider in submitting the course attendance records shall be resolved by the provider within 15 days after the discovery of the error by the provider.

History Note: *Authority G.S. 58-2-40; 58-33-130; 58-33-132; 58-33-133;*

Temporary Adoption Eff. June 22, 1990, for a period of 180 days to expire on December 19, 1990;

ARRC Objection Lodged July 19, 1990;

Eff. December 1, 1990;

Amended Eff. October 1, 2014; March 1, 2011; February 1, 2008; February 1, 1996; June 1, 1992;

Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. June 25, 2016;

Amended Eff. July 1, 2017; December 1, 2016.

11 NCAC 06A .0810 ADVERTISING

(a) Courses shall not be advertised as approved for ICECs unless such approval has been granted by the Commissioner in writing.

(b) When a course has been approved for ICECs and is advertised as such, the advertisement shall include:

(1) the provider name, assigned provider number, course(s) title(s), assigned course number course(s) date(s) and course location;
(2) the number of approved ICECs;
(3) the type of licensee for whom the course would be most applicable;
(4) all fees and associated expenses; and
(5) course rating.

(c) Advertisements shall be complete, truthful, clear, and not deceptive or misleading.

(d) The Commissioner may withdraw his approval of any violator to provide or conduct courses.

History Note: Authority G.S. 58-2-40; 58-33-130; 58-33-132;

Temporary Adoption Eff. June 22, 1990, for a period of 180 days to expire on December 19, 1990;

ARRC Objection Lodged July 19, 1990;

Eff. December 1, 1990;

Amended Eff. February 1, 1996; June 1, 1992;

Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. June 25, 2016.

11 NCAC 06A .0811 SANCTIONS FOR NONCOMPLIANCE

(a) If the license of any person lapses under G.S. 58-33-130(c), the license shall be reinstated when the person has completed the continuing education requirements and paid an administrative fee of seventy-five dollars ($75.00) within four months after the end of the person's previous compliance year. If the person does not satisfy the requirements for licensure reinstatement within four months after the end of the person's previous compliance year, the person shall complete the appropriate prelicensing education requirement and pass the appropriate licensing examination, at which time the Commissioner shall reinstate the person's license.

(b) The Commissioner may suspend, revoke, or refuse to renew a license for any of the following causes:

(1) Failing to respond to Department inquiries, including continuing education audit requests, within seven calendar days after the receipt of the inquiry or request.
(2) Requesting an extension or waiver under false pretenses.
(3) Refusing to cooperate with Department employees in an investigation or inquiry.

(c) The Commissioner may suspend, revoke, or refuse to renew a course provider's, presenters, or instructor's authority to offer courses for any of the following causes:

(1) Advertising that a course is approved before the Commissioner has granted such approval in writing.
(2) Submitting a course outline with material inaccuracies, either in length, presentation time, or topic content.
(3) Presenting or using unapproved material in providing an approved course.
(4) Failing to conduct a course for the full time specified in the approval request submitted to the Commissioner.
(5) Preparing and distributing certificates of attendance or completion before the course has been approved.
(6) Issuing certificates of attendance or completion before the completion of the course.
(7) Failing to issue certificates of attendance or completion to any licensee who satisfactorily completes a course.
(8) Failing to notify the Commissioner in writing of suspected or known violations of the North Carolina General Statutes or Administrative Code within 30 days after suspecting or knowing about the violations.
(9) Violating the North Carolina General Statutes or Administrative Code.
(10) Failing to monitor attendance and attention of attendees.
(11) Preparing and distributing fraudulent certificates of attendance or completion.
(12) Failing to ensure that the licensee completes the course hours approved by the Commissioner.

(d) Course providers and presenters are responsible for the activities of persons conducting, supervising, instructing, proctoring, monitoring, moderating, facilitating, or in any way responsible for the conduct of any of the activities associated with the course.

(e) The Commissioner may require any one of the following upon a finding of a violation of this Section:

(1) Refunding all course tuition and fees to licensees.
(2) Providing licensees with a course to replace the course that was found in violation.
(3) Withdrawal of approval of courses offered by the provider, presenter, or instructor.

(e) Each year, the Commissioner shall verify each nonresident licensee's record through the NAIC Producer Data Base to ensure that the licensee has complied with the continuing education requirements in the licensee's home state. If the license lapses under G.S. 58-33-32, the Commissioner shall cancel the license.

History Note: Authority G.S. 58-2-40; 58-33-125(a); 58-33-130; 58-33-132; 58-33-133;
Temporary Adoption Eff. June 22, 1990, for a period of 180 days to expire on December 19, 1990;
ARRC Objection Lodged July 19, 1990;
Eff. December 1, 1990;
Amended Eff. October 1, 2010; February 1, 2008; January 1, 2007; June 1, 1992;
Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. June 25, 2016.

11 NCAC 06A .0812 SPECIAL CASES

(a) In addition to the courses in 11 NCAC 06A .0803, the Commissioner shall prepare courses to address and remedy deficiencies in licensee professional performance or conduct detected by the Commissioner through analyses of consumer complaints or from Departmental audits or examinations of insurance companies, licensees, or insurance agencies or brokerages.
(b) The Commissioner shall require an individual licensee to take and complete remedial or rehabilitative courses if the licensee has committed any of the acts or omissions specified in G.S. 58-33-46.
(c) The Commissioner shall award 24 biennial continuing professional educational credit hours based on government service relative to insurance or finance, such as service as a legislator on a committee in the General Assembly that hears insurance and finance matters.

History Note: Authority G.S. 58-2-40; 58-33-46; 58-33-130; 58-33-130(a)(5);
Eff. August 1, 1995;
Amended Eff. October 1, 2010;
Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. June 25, 2016.

11 NCAC 06A .0813 ISSUANCE/CONTINUATION OF PROVIDER APPROVAL

(a) Any individual or entity intending to provide classes, seminars, or other forms of instruction as approved courses shall submit:

(1) an application prescribed by the Commissioner for provider approval; and
(2) a course approval application in accordance with Rule .0809 of this Section.

(b) The Commissioner or the Administrator shall approve or deny the provider and course approval application.

(c) Any provider approval that is denied shall be furnished a written explanation for the denial in accordance with Rule .0809(4) of this Section.

(d) Any provider receiving a provider approval denial shall have 15 business days to respond to the denial.

(e) As a condition to continued provider approval, providers shall conduct a minimum of one course within the State of North Carolina each calendar year.

(f) Providers shall retain continuing education records for three years and shall provide these records upon request to the Commissioner or to the Administrator.

History Note: Authority G.S. 58-2-40; 58-33-130; 58-33-132;
Eff. February 1, 1996;
Amended Eff. February 1, 2008;
Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. June 25, 2016.

11 NCAC 06A .0814 AGENT EDUCATION ON LTCP POLICIES: COMPANY RESPONSIBILITY

(a) Each licensee who holds an accident and health or sickness license, a Medicare/Supplement Long-Term Care limited lines license, and who sells, solicits or negotiates Long-term Care Partnership policies shall complete eight hours of continuing education in Long-Term Care Partnership as defined in 11 NCAC 06A .0801(12) within one year of March 7, 2011.
(b) Each licensee issued an accident and health or sickness license or a Medicare/Supplement Long-Term Care limited lines license after March 7, 2011 shall complete eight hours of continuing education in Long-Term Care Partnership as defined in 11 NCAC 06A .0801(12) prior to selling, soliciting or negotiating a Long-Term Care Partnership Policy.
(c) Each licensee who holds an accident and health or sickness license, a Medicare/Supplement Long-Term Care limited lines license, and who sells, solicits or negotiates Long-term Care Partnership policies shall complete four hours of continuing education in Long-Term Care Partnership every biennial compliance period thereafter as defined in this Section.
(d) Insurers who provide Long-Term Care Partnership insurance shall verify that their appointed agents who sell, solicit or negotiate Long-Term Care Partnership policies as defined in G.S. 58-55-55(6) and G.S. 58-55-60 meet the continuing education requirements prescribed by this Rule. Verification may be accomplished by obtaining and maintaining the continuing education certificate of completion or by obtaining and maintaining a copy of the continuing education transcript for each agent.
(e) Upon written request by the Commissioner the records obtained by the insurer to verify the agent has satisfied the continuing education requirements of this Rule shall be provided to the Commissioner within 30 calendar days.

History Note: *Authority G.S. 58-2-40; 58-2-190; 58-33-130; 58-55-55; 58-55-60;*
Eff. March 1, 2011;
Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. June 25, 2016.