

## STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT

### RFP 2025-1-NHID Study of Women's Health Services

#### ANSWERS TO POTENTIAL BIDDERS' QUESTIONS

- 1) Question: Can you please confirm the contract end date will be 12/31/2025 for the essential health benefit (EHB) work? Historically, states have submitted their EHB application in the first week of May which is then review by CMS and, historically, approved in the Fall (e.g. August-October of 2026).

Does the contract cover back-and-forth with CMS after the EHB application is submitted? Historically, CMS has reviewed applications in the Fall (i.e. Fall 2026).

Answer: Given the cancellation of the EHB-Benchmark Plan Modernization Grant, the Insurance Department would now like the vendor to be available to assist in the potential filing of the application to amend the benchmark plan and in the back-and-forth communications with CMS. Accordingly, we are amending the RFP to simply change the contract termination date to September 19, 2026.

- 2) Question: Can more than two references be provided?

Answer: Yes.

- 3) Question: Has NHID had work like this conducted in the past? If yes, can we see any relevant previous reports?

Answer: No similar work has been done by the Insurance Department in the past. This work is being carried out in response to a federal grant opportunity.

- 4) Question: Which states have done well in conducting research like this?

Answer: Determining the answer to this question would be part of the work under this grant.

- 5) Question: Which states would you like us to particularly focus on in the Phase 2 EHB comparison research?

Answer: States in the New England region and other peer states in terms of size and demographics.

6) Question: Do you have a list of consumer complaints we can use as a component of analysis?

Answer: No. We have unorganized consumer complaint data, and it would be the work of the vendor to review the data to find relevant information.

7) Question: What do you consider the existing pain points in women's healthcare in New Hampshire?

Answer: It would be part of the work under this grant to find these pain points.

8) Question: Should the model be restricted to small group market, individual markets, or also include large group market?

Answer: We would like to get information on all regulated markets.

9) Question: Are you looking to know the barriers for all women's healthcare or women only those who are in small group and/or individual markets?

Answer: We would like to get information about barriers for all women's healthcare but with special emphasis on women with coverage that is regulated by the Insurance Department.

10) Question: Does the population of interest include women on Medicaid and/or Medicare?

Answer: We are interested in learning about populations who may be moving between Medicaid and/or Medicare and commercial insurance. We are also interested in opportunities for coordination across public and private payors to better address population health issues.

11) Question: Does the population of interest involve only adult women or also include those under 18?

Answer: The emphasis under the grant is for health services for adult women.

12) Question: Is it permissible to offer incentives for survey and focus groups?

Answer: We believe this would be permissible under the grant. The expense of such incentives would be responsibility of the vendor.

13) Question: Do you have any predetermined ideas of what you would like to see for surveys, focus groups or other research? Sample sizes? Etc.

Answer: No.

- 14) Question: The RFP indicates that the contract will commence upon New Hampshire Governor and Executive Council approval, and the work plan may extend from the commencement date to a proposed contract termination date which may be no later than December 31, 2025. Does this mean that the deliverables outlined in this RFP are due December 31, 2025? If not, what is the due date for the deliverables? If earlier than Dec 31, 2025, by when? If later, by when?

Answer: Because there are different phases of the work, the deliverables will be due at different points in time. This will be worked out with the vendor during the initial scoping meeting. Also please see the answer to question #1 regarding the updated end date of the contract.

- 15) Question: Would NHID have any concerns with the vendor engaging a subcontractor to assist with producing an EHB BMP formulary drug list if that needs arise during the course of the engagement (within the approved budget)?

This question pertains to the following language in Section 2.2 Scope of Work, Phase 2:

“If needed, the vendor must be able to produce an EHB BMP formulary drug list, Summary of Benefits template, plan documents, confirmation of NH’s EHB-benchmark plan, and any other supporting documents required by CMS under 46 CFR Section 156.111 (e) (2).”

Answer: We would have no concerns with this. In fact, the Insurance Department expects that any vendor who is without in-house actuaries would subcontract with an actuarial firm or an individual actuary in order to be in a position to do the work required under 46 CFR Section 156.111 (e) (2).

- 16) Question: Is there a deadline for when the State would like Phase 1 complete?

Answer: Assuming the work commences sometime in May 2025, we would expect Phase 1 to be completed around October 2025.

- 17) Question: For Phase 1, is it NH’s desire to have in person focus group meetings or make virtual meetings accessible to all participants?

Answer: We would leave that up to the discretion of the vendor.

- 18) Question: In Section 2 of the RFP, it states, “If needed, the vendor must be able to produce an EHB BMP formulary drug list, Summary of Benefits template, plan documents, confirmation of NH’s EHB-benchmark plan, and any other supporting documents required by CMS under 46 CFR Section 156.111 (e) (2).” Can you provide further information on this expectation?

Answer: We expect bidders to subcontract with an actuarial firm or an individual actuary or to have to an actuary available in-house as may be needed to do the work and prepare the documentation described under 46 CFR Section 156.111 (e) (2).

19) Question: Pursuant to 45 C.F.R. § 156.111(e), a State’s EHB-benchmark plan application must include:

- A new EHB-benchmark plan document that reflects the covered benefits and limitations on coverage (including coverage of benefit amount, duration, and scope),
- Completed appendices (provided by HHS) confirming that the State's EHB benchmark plan definition complies with the applicable regulatory requirements.
- Appendix A: Confirmations on the State EHB-Benchmark Plan
- Appendix B: Actuarial Certificate Template
- Appendix C: State's EHB-Benchmark Plan's Benefits and Limits
- Appendix D: Formulary Drug List

Should the vendor assume in the development of timeline and budget that we would be completing these six EHB-benchmark plan application deliverables? Is there a desired goal for completion?

Answer: The vendor should be prepared to do this work. Please note that the contract end date announced in the initial RFP has been amended to be September 19, 2026, as noted in Answer #1. The decision whether to proceed with an amendment to New Hampshire’s EHB-benchmark plan will be made by the Department in the context of the work being done under this grant.

20) Question: What are the primary goals and expected outcomes of the study and report?

Answer: Please see Section 1.1 of the RFP.

21) Question: Are there specific policy initiatives or legislative concerns driving this project?

Answer: No. This RFP is being issued as a result of a federal grant opportunity. Please see Notice of Funding Opportunity Number: CMS-2R2-24-001.

22) Question: What is the expected level of detail in the final report? Length?

Answer: The length should be appropriate for the subject matter being addressed.

- 23) Question: Are there existing studies or initiatives that should be considered or built upon?
- Answer: It will be the responsibility of the vendor to make this determination.
- 24) Question: Are there specific databases or state records to which the chosen vendor will be given access? Ex. "Consumer complaints" (Section 2.2 Phase 1 from the RFP)
- Answer: The vendor will be given access to our Consumer Complaint Database, our All Payor Claims Database, and there will be the option of issuing data calls to the health carriers.
- 25) Question: What are the key goals of the outreach and educational campaign, and would the chosen vendor be expected to develop sample materials or only provide recommendations?
- Answer: The goal of the outreach and education campaign is to improve access to women's health care, and the vendor under this project would provide content recommendations only.
- 27) Question: Will the state provide the data for the actuarial analysis, or do we need to budget for a data request?
- Answer: We can provide All Payor Claims Data. If additional data is needed, the Insurance Department will work with the vendor to issue a data call to health carriers.
- 28) Question: Will we use data on state servers or is the contractor expected to store and use the data on their own systems?
- Answer: The vendor is expected to store and use the data on their own servers. Please see the Data Sharing Agreement attached at the end of this document. Vendors will be expected to sign this agreement.
- 29) Question: Can the State confirm if it intends to award a Time and Materials type contract?
- Answer: The contract will be for a Not to Exceed Amount as specified in the RFP. The vendor will be expected to bill monthly based on hourly rates that are detailed in the bid proposal.
- 30) Question: When does the Department expect Phase 1 work to be completed by?
- Answer: Please see Answer # 17
- 31) Question: When does the Department expect Phase 2 work to start?

Answer: Although part of the work in Phase 2 must wait for work in Phase 1 to be completed, there is other work in Phase 2 which can begin immediately. This would include comparing NH's EHB benchmark plan to other states' benchmark plans as well as some of the informational interviewing work.

- 32) Question: Please confirm that the Department intends that the Vendor for this contract to make recommendations to the EHB-benchmark plan only related to women's health services. If this is not the case, then please explain or provide examples of what other services the Department would expect the vendor to make recommendations about.

Answer: The Department intends that the Vendor for this contract make recommendations for the EHB-benchmark plan only related to women's health services.

- 33) Question: Does the Department expect the Vendor to request any data from the insurance carriers to support this work?

Answer: This is a possibility. It will depend on information garnered through the initial landscape scan and from the claims data and from the other reports that the Department collects annually from the health carriers.

- 34) Question: Please confirm if the Department anticipates that changes to the EHB Benchmark plan are made, they would be effective for Plan Year 2028. If this is not the case, then please clarify which year the Department expects any changes to the EHB Benchmark plan to be effective by.

Answer: Yes, if an application to amend the benchmark plan is made, it is expected that it will be submitted by the May 6, 2026 deadline for effectiveness in PY 2028.

- 35) Question: Regarding the scope of work, will NH provide contacts for relevant qualified medical providers and associations, SMEs in other states of interest, women's health advocates, state health officials, and health carriers in the state, or is the vendor expected to identify these contacts independently?

Answer: The Insurance Department will be able to supply many contacts, but other important contacts will have to be tracked down by the vendor.

- 36) Question: Regarding the scope of work, will NH allow the vendor to make a data call to insurance carriers to collect relevant data as needed?

Answer: Yes. The Department will sponsor the data calls as needed.

## **Exhibit D:** **Data Share Agreement**

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

1. Contractor understands that the CHIS data may include confidential information that is protected from disclosure by state and federal laws.
2. Contractor shall not use, disclose, maintain or transmit data except as reasonably necessary to provide the services outlined under Exhibit B of the Agreement.
3. Contractor shall make reasonable efforts in accordance with industry-accepted standards to protect the confidential nature of all data provided.
4. Contractor shall ensure all employees and subcontractors that have access to the confidential data have been trained in safeguarding the confidentiality and security of the confidential data.
5. Contractor shall require any employees or subcontractors that receive, use, or have access to the data under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use of the data as contained herein, including the duty to return or destroy the data.
6. Contractor shall not disclose or make use of the identity, financial or health information of any person or establishment discovered inadvertently.
7. Contractor shall take reasonable steps to monitor the security of the confidential data and shall report any breached in confidentiality *immediately* to NHID.
8. Contractor agrees that it has the duty to protect and maintain the privacy and security of confidential data and information, and that duty must continue in full force and effect until such data is returned and/or destroyed. For any such data that return/destruction is not feasible, the privacy and security requirements of this DSA must survive the termination or expiration of this DSA or term of continued use.
9. Contractor shall only retain the CHIS data and any derivative of the data for the duration of this Agreement. After such time, Contractor shall have 30 days to return or destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Agreement. If return or destruction is not feasible, or the disposition of the data has been otherwise agreed to in the Agreement,

Contractor shall continue to protect such information in accordance with the Agreement for so long as Contractor maintains such data.

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