

## STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT

### RFP 2023-5-NHID – Study of Options for the New Hampshire Insurance Department to Improve Its Collection and Use of Health Insurance and Healthcare Data

#### ANSWERS TO POTENTIAL BIDDERS' QUESTIONS

##### 1. Question:

Under this project, does the Department expect that the Vendor will conduct interviews with Insurance Department stakeholders?

Answer:

Yes. Stakeholder interviews will be necessary to understand the Department's current healthcare and health insurance data collection process and to put the Vendor in position to make actionable recommendations for improvement. The Department is prepared to work with the Vendor to identify the most appropriate stakeholders to interview.

##### 2. Question:

Will the Insurance Department be prepared to provide project-related documentation to the Vendor for review prior to the Project Kickoff session?

Answer:

Yes. If this would improve the utility of the Project Kickoff session, then the Insurance Department could provide access to project-related documentation in advance.

##### 3. Question:

Will the state require a data use agreement prior to giving the contractor access to the data?

Answer:

Yes. The Vendor will be expected to enter into a Data Sharing Agreement with the NHID which delineates the concepts of confidentiality, appropriate and necessary access to the data, and data destruction policies. A template of this agreement is appended below.

## **Appendix**

### **Exhibit D:** **Data Sharing 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.