

## STATE OF NEW HAMPSHIRE INSURANCE DEPARTMENT

### RFP 2023-4-NHID – Comprehensive Study of New Hampshire Health Coverage Markets, Statewide Health Care Spending, Health Care Cost Drivers, and Policy Options to Promote Access to Affordable Comprehensive Coverage

#### ANSWERS TO POTENTIAL BIDDERS' QUESTIONS

##### 1. Question:

Will the NHID make someone available to the Vendor to pull data from the New Hampshire CHIS in either a detailed or summarized format? If not, please describe how the NHID will provide access to the CHIS data to the Vendor.

Answer:

The NHID's Healthcare Analytics team will make the NH CHIS data available to the Vendor in one of three ways:

- The Vendor will be assigned a folder in New Hampshire's FTP website, where necessary and appropriate datasets will be uploaded in a timely manner, in coordination with data stewards appointed and approved by the Vendor.
- The Vendor may manage their own, in-house, secure FTP website. The NHID Healthcare Analytics team would then be given access to this portal and upload necessary and appropriate datasets there.
- A password protected external hard drive may be physically sent to NHID and the NHID Healthcare Analytics team will upload the necessary and appropriate datasets to the drive then, physically, send to the Vendor. (Given that the Vendor may need several uploads of data during the tenure of the project, this option may be less desirable.)

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

##### 2. Question:

What are the approximate dates by which the NHID expects each phase of the project in the scope of work to begin and end?

Answer:

Overall, the NHID expects the work to begin upon New Hampshire Governor and Executive Council approval of the contract, which is anticipated to be in mid-November, 2023. The latest end-date for completion of the work is September 14, 2024. Concerning the phases of the project

described in the RFP, the NHID anticipates that phases 1 and 2 (analysis of horizontal and vertical threats to the regulated health coverage markets) would occur simultaneously and would precede phase 3 (the analysis of policy options to address the identified threats). The public presentation of the findings and policy options would occur last. The NHID anticipates that phases 1 and 2 would take up the bulk of the time devoted to this project. Within these parameters, the Vendor is encouraged to propose a timeline and work plan that the Vendor deems most appropriate.

3. Question:

Is there a specific format or template suggested for the transmittal letter?

Answer:

No. The transmittal letter is required under the state's standardized RFP template as established by the New Hampshire Department of Justice. However, the New Hampshire DOJ does not specify the expected content. Generally, the transmittal letter should simply affirm that the Vendor is submitting the attached bid proposal in response to the identified RFP.

4. Question:

What are the Vendor's options if the Vendor believes that in order to do the work as described in the RFP the price would need to be higher than the not to exceed amount state in the RFP?

Answer:

The NHID is aware that the broad scope of this project, together with the extensive list of sub-components of the work, could lead a vendor to be concerned about conforming to the contract not to exceed amount. Although the not to exceed amount cannot be changed, we hope that interested Vendors will submit a proposal that focuses on the stated goals of the project and specifies the areas in which only already available data and reports will be used, or a meta-analytic approach will be applied, or other simplifying analytical techniques will be used to control costs. Vendors are encouraged to submit proposals that state what can realistically be done within available funding to address the goals of the project even if the Vendor's proposed work plan does not, in the Vendor's eyes, fully address the scope of work as described in the RFP.

## **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.