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The State of New Hampshire Insurance Department

21 South Fruit Street, Suite 14
Concord, NH 03301

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David J. Bettencourt
Commissioner

Keith E. Nyhan
Deputy Commissioner

July 14, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Insurance Department (NHID) to enter into a contract with Examination Resources, LLC (Vendor #219189) of Atlanta, Georgia, in the amount of \$246,300 for the purpose of developing tools to improve regulatory oversight of health carriers with respect to coverage for women's health services. The contract shall be effective upon approval by the Governor and Executive Council through September 19, 2026. **100% Federal Funds.**

Funding in fiscal years 2026 and 2027, under the "Women's Health Grant" from the U.S Department of Health and Human Services, is contingent upon the Fiscal Committee's retroactive approval to extend the end date of the grant's fiscal authority to accept funds for the new biennium, during the Committee's next scheduled meeting. The Insurance Department requests the ability to adjust encumbrances between fiscal years within the contract's price limitation with the authority to the Budget Office, if needed and justified.

	<u>FY2026</u>	<u>FY2027</u>
02-24-24-240010-42590000-Women's Health Grant	\$220,000	\$26,300
046-500046 - Consultants		
	TOTAL	\$246,300

EXPLANATION

After a competitive bid process with six vendors submitting proposals, Examination Resources was selected based on their expertise and significant experience specifically in the areas of market conduct and forms review. With Examination Resources' pricing composite ranking the best among all bidders, coupled with their deep understanding of legal standards governing women's health access, the NHID is confident in the value this vendor will bring to this important work.

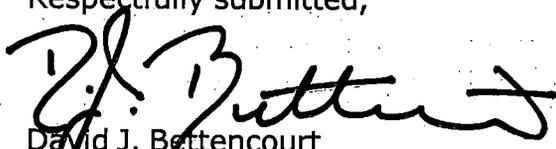
The purpose of this contract is to produce tools, checklists and guidebooks to assist the New Hampshire Insurance Department in its enforcement of legal requirements relating to women's health care. In addition, this vendor will conduct trainings of NHID forms reviewers and market conduct examiners on state-of-the-art tools and methods for enforcing consumer protections related to women's health access issues. The contract shall become effective upon approval by the Governor and Executive Council and run through September 19, 2026.

With funding provided under the federal Women's Health Grant Program (CMS-2R2-24-001), this contract will allow the Department to engage Examination Resources to review all regulatory standards and produce actionable tools for NHID staff to use to enforce access requirements regarding coverage of women's health services, including preventive health and maternal health services.

The Department respectfully requests your approval of this contract.

The New Hampshire Insurance Department has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of the authority to execute and be bound by contract. Documents supporting these assertions are available at the agency, for review upon request.

Respectfully submitted,



David J. Bettencourt
Commissioner

Bid scoring meeting held on 6/17/2025

NHID Reviewers: Leigh Curtis, Health Insurance Reform Coordinator
 Alexander Feldvebel, Insurance Company Examiner IV
 Victoria Fowler, Administrator of Life and Health Compliance
 Michelle Heaton, Director of Life and Health

RFP 2025-4-NHID: Develop Tools to Improve Regulatory Oversight of Issuers with Respect to Coverage for Women's Health Services							
VENDOR NAME	Technical Expertise (30 points)	Qualifications and Experience (30 points)	Proposed Approach to the Project (30 points)	Bid Price-BUDGET AMOUNT	Relative Price Proposal (10 points)	TOTAL SCORE (out of 100 Points)	RANK
Examination Resources	30	27	30	\$246,300	10	97	1
Risk and Regulatory Consulting	25	25	25	\$276,000	7	82	2
Health Management Associates	25	30	20	\$280,875	5	80	3
PCG	25	25	22	\$284,375	6	78	4
Regulatory Insurance Advisors	23	25	18	\$270,520	8	74	5
Milliman	20	15	15	\$245,000	6	56	6

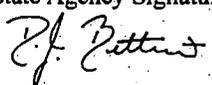
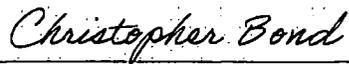
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Insurance Department		1.2 State Agency Address 21 South Fruit Street, Suite 14 Concord, NH 03301	
1.3 Contractor Name Examination Resources, LLC		1.4 Contractor Address 20 10th Street NW, Suite 803 Atlanta, GA 30309	
1.5 Contractor Phone Number 303-478-7780	1.6 Account Unit and Class 02-24-24-240010- 42590000-500464	1.7 Completion Date 9/19/2026	1.8 Price Limitation \$246,300
1.9 Contracting Officer for State Agency Michelle Heaton, Director of Life and Health		1.10 State Agency Telephone Number 603-271-2261	
1.11 Contractor Signature  <small>Christine Thomas (Jun 25, 2025 07:11 AM CDT)</small> Date: 06/25/25		1.12 Name and Title of Contractor Signatory Christine Thomas, Managing Director	
1.13 State Agency Signature  Date: 7/09/2025		1.14 Name and Title of State Agency Signatory David J. Bettencourt, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 7/9/25			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Agreement with Examination Resources

Develop Tools to Improve Regulatory Oversight of Issuers with Respect To Coverage for Women's Health Services

Exhibit A:

Special Provisions – Modifications, Additions, and/or Deletions to Form P-37

- I. *Ownership and Use of Documents.* All work product, reports, work papers, records, files, documents, schedules, computations, data, and correspondence created by or in the possession or control of Contractor or its sub-consultants and related to the Scope of Services to be provided, including those in electronic format, whether complete or incomplete, shall be the exclusive property of the Department.

- II. *Security and Confidentiality.* Contractor and its sub-consultants shall comply fully with all security procedures of the Department (or that bind the Department) in performance of this agreement. With respect to any information supplied in connection with this Agreement and designated as confidential, or which Contractor and its sub-consultants should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure, Contractor and its sub-consultants agrees to protect the confidential information in a reasonable and appropriate manner, and use and reproduce the confidential information only as necessary to perform its obligations under this Agreement and for no other purpose. Without express written consent of the Department, Contractor and its sub-consultants shall not divulge to third parties any confidential information obtained by Contractor or its agents, sub-consultants, officers, or employees in the course of performing work under this Agreement and/or the Scope of Services, including but not limited to security procedures, business operations information, or commercial proprietary information in the possession of the Department. To ensure confidentiality, Contractor shall take appropriate steps as to its personnel, agents, peer reviewer(s), and sub-contractors. Contract shall comply with the terms of the Data Share Agreement in Exhibit D. The provisions of this paragraph shall survive this Agreement.

- III. *Public Records:* Contractor and its sub-consultants shall consult with the Department and obtain Department approval before disclosure of any records except as expressly provided for in this Agreement and the Scope of Services. If Contractor or its sub-consultants receives a request for records or a subpoena, Contractor shall furnish copies of the request and of any records in its possession and its sub-consultants possession that are responsive to the request to the Department. The Department will either defend the request or produce any public records or subpoenaed records to the requesting party, if

Contractor initials: CFT
Date: 6/25/25

any of the records are determined to be subject to disclosure. In the event that a judge in a court of competent jurisdiction orders Contractor or its sub-consultants to produce records in its possession directly to a court or other party, Contractor and its sub-consultants shall comply with the order and shall furnish a copy of any records produced to the Department.

Contractor initials: CFT
Date: 6/25/25



EXHIBIT B – Scope of Services

Examination Resources will design and deliver a comprehensive set of regulatory oversight tools tailored to enhance the NHID's ability to monitor and enforce compliance among issuers with respect to women's health services. These tools will be purpose-built to align with federal and state regulatory requirements, including those under the Affordable Care Act, and will support consistent, data-driven oversight. Key components will include structured data intake forms, automated tracking mechanisms, and visual dashboards to enable NHID to identify trends, disparities, and compliance gaps in real time.

The ER team will develop regulatory checklists that guide NHID reviewers through critical compliance dimensions, including benefit design, prior authorization protocols, network adequacy, and coverage transparency for women's health services such as maternity care, preventive screenings, and other health services. These checklists will be designed in consultation with clinical experts and legal analysts to ensure alignment with evolving standards of care and applicable nondiscrimination laws, including Section 1557 of the ACA. The checklists will be modular, allowing them to be tailored for use in rate and form filings, annual issuer reviews, consumer complaint investigations, and targeted audits.

ER will also create a suite of digital and manual tools to assist NHID in conducting efficient and thorough oversight activities. These will include audit templates, sampling frameworks for file reviews, and interactive compliance assessment tools that generate standardized findings reports. Additionally, ER will recommend risk-focused features that help prioritize regulatory attention toward issuers or plan features that present a higher likelihood of noncompliance or consumer harm.

Regulatory Tools & Checklists

- **Forms Review Toolkits**
 - Checklist for preventive care mandates
 - Form filing compliance rubric aligned with federal/state women's health laws
- **Market Conduct Toolkits**
 - Audit templates for carrier investigations on mental health parity and maternal services
 - Interview guides and document request lists for market conduct examinations

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Comprehensive Regulatory Guidebook

A written, indexed manual outlining:

- Legal framework: Key statutes, CMS guidance, NH-specific laws
- Case law interpretation: Summaries of critical legal decisions
- Enforcement workflows: Step-by-step enforcement mechanisms
- Examples from other states: Innovative regulatory practices

Training and implementation support will be a core component of our deliverables. To ensure successful adoption and long-term utility, ER will provide detailed user guides, annotated checklists, and standard operating procedures (SOPs) for NHID staff. ER will also conduct in-person and virtual training sessions to ensure regulators are confident in the use of each tool and checklist. These trainings will include scenarios based on real-world regulatory challenges and will be designed to build internal capacity for independent tool maintenance and refinement over time.

Training Modules

Training Title:

- Strengthening Enforcement: Tools and Techniques for Advancing Women's Health Coverage Compliance

Target Audience:

- NHID Forms Examiners, Market Conduct Investigators, Legal/Policy Staff

Format:

- 3 Instructor-Led Sessions (2 hours each)
- In-Person & Virtual Option
- Digital Tools

Training Objectives:

- By the end of the training, participants will be able to apply new checklists and decision trees in form reviews and identify MHPAEA and preventive services violations. Examiners will be able to analyze real-world filings for compliance failures and communicate regulatory expectations clearly to carriers

Module 1: Legal & Policy Foundations (Preventive Services, Parity, Benefit Mandates)

- ACA § 2713 deep dive
- Overview of parity law and common issuer evasion tactics
- Case study: Preventive care access
- **Activities:** Polls, group legal analysis

Module 2: Tools in Practice – Filing Reviews

- Using the Preventive Services Checklist

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- Spotting red flags in issuer language
- Applying decision trees to determine parity scope
- **Activities:** Filing exercises, guided checklist walkthrough

Module 3: Market Conduct & Investigative Tools

- Mapping common coverage gaps using the grievance/denial tracker
- Building evidence for enforcement using the claims audit protocol
- Review of real case studies from other state DOI investigations
- **Activities:** Team audit planning, debrief, Q&A

Post-Training Support:

- One-page quick reference guides
- Office hours for Q&A
- Evaluation & feedback loop for continuous improvement

Finally, ER will ensure that all tools and checklists are developed using an iterative, staff-informed process. ER will engage NHID staff, community advocates, and clinical experts to validate the relevance, usability, and effectiveness of each deliverable. The ER team is committed to delivering oversight instruments that are practical, scalable, and adaptable to future regulatory changes. By grounding the work in best practices and user-centered design, ER aims to equip NHID with robust tools that protect and promote comprehensive, equitable coverage for women's health services across all qualified health plans in the state. The tools, guidebook, and training provide actionable, evidence-based mechanisms for regulatory staff, and leave behind a framework that is usable beyond the grant period.

This project will have dedicated project management support. There will be bi-weekly check-ins with NHID staff and monthly progress reports. ER will deliver a final report summarizing all activities and summarizing strategic recommendations. Our team's approach to project management includes methodologies, tools, and processes that are informed by Project Management Institute (PMI) and Lean Six sigma principles.

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Date: 6/25/25 _____

ER Team's Project Management Cycle	
Project Initiation	Clearly articulate the goals and deliverables. Identify and analyze staff to understand project needs and expectations. Assess the project's status, including technical, economic, and legal aspects.
Project Planning	Develop a detailed project scope statement that outlines what is included and excluded from the project. Break down the project into manageable tasks and sub-tasks. Create a project timeline using Gantt charts or other scheduling tools to outline milestones and deadlines. Confirm necessary resources, identify potential risks, and develop strategies for mitigation and contingency.
Execution	Assemble the project team and ensure clarity in roles and responsibilities. Implement task management tools to track progress and collaboration. Establish a clear communication strategy to keep staff informed and engaged.
Monitoring and Control	Define key performance indicators (KPIs) to assess project progress and quality. Provide regular updates to staff on project status, challenges, and successes. Implement a process for managing changes to project scope, schedule, or resources, ensuring all changes are documented and approved.
Deliverable Wrap Up	Ensure all project deliverables meet the defined quality standards and are completed on time. Conduct a comprehensive review to evaluate successes, identify challenges, and extract lessons learned for future projects. Compile all project documentation and hand over relevant materials to staff or maintenance teams.

ER requires director-level reviews of project deliverables before submission to the client. All client feedback is reviewed by the team and additional information is gathered. ER uses project management software to track project progress, deliverables, and client feedback. ER has a formal process for documenting any issues or client complaints. The ER team develops action plans to address identified issues and prevent recurrence, with designated responsibilities and timelines.

In addition to its regulatory knowledge and examination experience, ER will confirm its understanding of deliverables prior to work beginning. During any issue resolution process, ER will provide regular updates via video call or email. Communication and collaboration are critical components to ER's long-term success in all contracts.

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Date: 6/25/25 _____

Timelines of the Project

Timeline	
Milestone	Date Range
Phase 1: Kick-off, Discovery and Assessment, Data Review	August–December 2025 (post-G&C approval)
Review NHID’s completed work from prior RFPs Audit current regulatory enforcement methods (forms, filings, investigations) Analyze federal and NH-specific legal obligations Deliverables: Needs assessment summary, crosswalk of federal/state mandates	
Phase 2: Tool Draft Development	September–December 2025
Develop enforcement resources to support NHID regulators. Form Filing Review Tools: <ul style="list-style-type: none"> • Preventive services checklist • MHPAEA parity compliance decision tree Market Conduct Tools: <ul style="list-style-type: none"> • Coverage denial analysis matrix • Grievance & appeal tracker • Claims review audit protocols All tools will be digital first and tailored to New Hampshire’s legal landscape	
Phase 3: Regulatory Guidebook	September–December 2025
A comprehensive, user-friendly manual for NHID staff, covering: <ul style="list-style-type: none"> • Legal and regulatory background • Checklist/tool usage • Case law and enforcement best practices • Examples from other states • Recommendations for future state policy alignment, if applicable 	
Phase 4: Feedback & Revisions	January–February 2026
Phase 5: Final Deliverables Submission	March 2026
Phase 6: Training Delivery & Capacity Building	April–May 2026
Three virtual/in-person training sessions for forms and market conduct staff Interactive case-study approach using real (anonymized) filings Handouts, self-paced follow-up quizzes Feedback loop for ongoing tool refinement	
Phase 7: Project Closeout	June 2026

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Exhibit C - Payment Terms

The services will be billed at the rates set forth below not to exceed the total contract price of \$246,300.

Examination Resources will submit itemized invoices to the New Hampshire Insurance Department at least monthly. Invoices will contain the total number of hours and corresponding labor charges for each member of Examination Resources team for the preceding calendar month. Hourly rates invoiced shall not exceed the hourly rates included in the submitted proposal. Invoices will be submitted to the Department electronically.

Estimated allocation of hours:

Task/Deliverable	Examiner (\$130 per hour)	Examiner in Charge (\$140 per hour)	Senior Manager/ Director (\$155 hour)	Cost
HOURS				
Project Management & Reporting: Weekly reporting, contract deliverable tracking, risk mitigation	40	60	60	\$28,900
Legal & Regulatory Research: Analysis of federal/state mandates, parity, EHBs, ACA § 2713, enforcement case law	80	80	80	\$42,000
Forms Toolkit Development	80	60	60	\$34,100
Market Conduct Toolkit Development	80	80	60	\$38,900
Regulatory Guidebook Development	60	80	80	\$39,400
Staff Training Development & Delivery	80	80	80	\$42,000
Stakeholder Engagement/Feedback Sessions	20	20	20	\$10,500
Final Production & Knowledge Transfer	20	20	20	\$10,500
TOTAL				\$246,300

Contractor initials CFT

Date 6/25/25

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

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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.

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