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The State of New Hampshire  
Insurance Department  
21 South Fruit Street, Suite 14  
Concord, NH 03301

David J. Bettencourt  
Commissioner

Keith E. Nyhan  
Deputy Commissioner

July 17, 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 Wakely Consulting Services, LLC (Vendor #219189) of Okemos, Michigan, in the amount of \$265,055 for the purpose of studying access to women's health services, particularly postpartum care, and to explore fiscally responsible options for expanding coverage within New Hampshire's Essential Health Benefit benchmark plan. 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.

	<b><u>FY2026</u></b>	<b><u>FY2027</u></b>
02-24-24-240010-42590000-Women's Health Grant	\$250,055	\$15,000
046-500046 - Consultants		
	<b>Total</b>	<b>\$265,055</b>

## **EXPLANATION**

This contract is respectfully resubmitted for your consideration following its initial presentation to the Executive Council on May 21, 2025. Since then, the Department has worked diligently to address the concerns raised and to navigate the procedural steps necessary to bring forward an improved proposal that is directly responsive to those concerns. I am grateful for the constructive dialogue I've had with many Councilors, particularly Councilor Stephen.

### **I. Transparent, Market-Oriented Revisions in Response to Council Concerns:**

When the contract was previously declined, two primary concerns were expressed:

First, the blended hourly rates raised concerns of being high, though the total cost of the contract remained within its fixed "not to exceed" threshold. While the agreement is structured around defined deliverables, rather than open-ended hourly billing, we took the feedback seriously. We revised the scope of work to provide a detailed breakdown of hourly allocations by task. This enhanced transparency ensures that both the Council and the federal government have a clear understanding of the services being funded.

Second, there was concern that the vendor's work might result in recommendations for new mandates or coverage expansions that could drive up health insurance premiums. That concern is entirely valid. As Commissioner, I want to be unequivocal: *barring dire or extraordinary circumstances, under my leadership the Department has not and will not support the adoption of policies that are a net increase cost for individuals, families, or small businesses.*

In direct response, my team and I worked with Wakely Consulting Services to revise the contract language, refining the scope and incorporating explicit cost-containment guardrails. The focus of this work remains on solutions that are actuarially sound, enhance access to care for women—particularly in the areas of mental health and postpartum needs—align with New Hampshire's market-based framework, and do not rely on expanded government mandates or increased premiums.

### **II. A Competitive, Judicious Vendor Selection Process:**

This project was competitively bid, and Wakely Consulting Services was selected based not only on cost-effectiveness, but also on their exceptional experience in policy analysis and actuarial modeling related to Essential Health Benefit (EHB) design.

Their current proposal features:

- A multidisciplinary team of credentialed actuaries, health economists, and policy analysts;

- A national track record of fiscally responsible benefit design and regulatory compliance;
- And a 15% reduction in their blended hourly rate, now \$306/hour, secured through post-review negotiation. Their overall bid remains approximately \$10,000 less than the next three highest scoring bidders.

To reaffirm the integrity of the process, we re-reviewed all 13 submitted proposals:

- The lowest bidder lacked relevant experience and proposed outsourcing a substantial portion of the work overseas, raising legal and quality control concerns.
- The second-lowest bidder offered similar pricing but lacked any credentialed actuaries—an essential component given the actuarial nature of the assignment.
- Wakely, by contrast, brings a well-rounded, in-house team capable of responsibly guiding this technical and regulatory work without expanding the role of government.

In response to an inquiry from Councilor Stevens, we also reviewed Wakely's prior work in Vermont, where they supported a range of policy efforts, including EHB evaluations, standardized plan development, and actuarial services for ACOs and QHPs. While Vermont regulators praised Wakely's performance, the New Hampshire scope is more narrowly defined, with strict contractual protections to prevent regulatory overreach or unintended premium impacts.

### **III. Purpose: Data-Driven Assessment, Not Policy Prescription:**

This contract is not about implementing new mandates, it is about responsibly gathering and analyzing data to inform decision-making. It serves clearly defined purposes:

1. Conduct a study of current access to women's health services in New Hampshire—particularly postpartum care, when mothers are most vulnerable to conditions such as postpartum depression, and identify any existing barriers.
2. Evaluate the state's current EHB benchmark plan, with a focus on whether evidence-based, *no-cost premium* options exist to improve access. This evaluation will emphasize actuarial integrity and fiscal neutrality. If, and only if, actuarial modeling confirms with confidence that proposed updates would not increase premiums, Wakely will assist the Department in preparing the actuarial certification and documentation required to submit a formal amendment request under 45 CFR §156.111(e)(2).

This approach is specifically designed to avoid triggering new benefit mandates or unintended cost increases that could run afoul of federal expectations. With the return of the Trump Administration, there is renewed scrutiny on states that attempt to expand EHBs through administrative means without clear actuarial or cost neutral justification. States that fail to meet compliance standards risk being

held financially accountable, potentially absorbing those costs through their general fund budgets.

By limiting this effort to this analysis, New Hampshire protects itself from both fiscal exposure and federal enforcement action, while still leveraging the opportunity to improve access to care for vulnerable women.

It is important to note that this project is entirely federally funded through the Women's Health Grant Program (CMS-2R2-24-001). It imposes no cost on New Hampshire taxpayers or insurance premium payers, and does not expand the role or size of state government.

#### **IV. Time-Sensitive Opportunity with Real Risk of Loss:**

Although the federal grant does not expire until September 2026, this contract represents the foundational phase of a sequenced grant strategy. The work outlined here is necessary to inform and shape subsequent deliverables. If execution of this first component is delayed much further, the Department will face increasing difficulty in completing the remaining work within the grant timeline, ultimately placing both the funding and the overall initiative at risk.

As a result of the federally prescribed structure and timing, the Council's decision will soon come down to a clear, binary choice:

- Proceed with the contract and responsibly utilize federal funding; or
- Decline the contract and return the grant dollars to the federal government.

Given the safeguards now in place, the clear limitations on scope, and the zero-cost impact to the state, we believe that proceeding represents the most responsible and aligned path, consistent with both New Hampshire's interests and the Department's free-market regulatory approach.

#### **V. Conclusion: Protecting Taxpayers, Preserving Choice, and Advancing Accountability:**

This amended contract reflects the Department's continued commitment to:

- Fiscal transparency, discipline, and accountability;
- Limiting the role of government while maximizing the benefit of available federal dollars;
- Avoiding mandates that distort private insurance markets or increase costs for consumers;
- And ensuring taxpayers and federal partners receive clear, measurable value for every dollar spent.

We respectfully request your approval of this amended contract and your continued support for a limited-government, market-oriented approach to improving care access for New Hampshire families.

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,

A handwritten signature in black ink, appearing to read "D.J. Bettencourt". The signature is written in a cursive style with a long horizontal stroke at the end.

David J. Bettencourt  
Commissioner

**Bid scoring meetings held on 3/19/2025 and 3/21/2025**

NHID Reviewers: Alexander Feldvebel, Insurance Company Examiner IV  
 Michelle Heaton, Director of Life and Health  
 Jason Aziz, Director of Health Economics  
 Leigh Curtis, Health Insurance Reform Coordinator

DHHS Reviewer: Patricia Tilley, Associate Commissioner

<p align="center"><b>RFP 2025-1-NHID:                      Study of Women’s Health Services Access Issues And                      Options For Broadening Coverage for Women’s Health Services                      In New Hampshire’s EHB Benchmark Plan</b></p>							
<b>VENDOR NAME</b>	<b>Technical Expertise (30 points)</b>	<b>Qualifications and Experience (30 points)</b>	<b>Proposed Approach to the Project (30 points)</b>	<b>Bid Price-BUDGET AMOUNT</b>	<b>Price Proposal (10 points)</b>	<b>TOTAL SCORE (100 Points)</b>	<b>RANK</b>
Health Management Associates/Wakely	30	30	29	\$265,055	10	99	<b>1</b>
Manatt Health Strategies	30	28	30	\$274,947.11	7	95	<b>2</b>
NORC	30	26	28	\$274,906	9	93	<b>3</b>
Freedman HealthCare	30	26	25	\$274,805	10	91	<b>4</b>
PCG	28	25	26	\$268,500	10	89	<b>5</b>
Deloitte	28	25	25	\$251,960	9	87	<b>6</b>
Univ of New Hampshire	25	25	27	\$270,316	5	82	<b>7</b>
BerryDunn	28	25	22	\$274,300	7	82	<b>8</b>

<b>VENDOR NAME</b>	<b>Technical Expertise (30 points)</b>	<b>Qualifications and Experience (30 points)</b>	<b>Proposed Approach to the Project (30 points)</b>	<b>Bid Price-BUDGET AMOUNT</b>	<b>Price Proposal (10 points)</b>	<b>TOTAL SCORE (100 Points)</b>	<b>RANK</b>
Examination Resources	25	20	22	\$238,620	7	74	<b>9</b>
Regulatory Insurance Advisors	24	20	22	\$271,079	5	71	<b>10</b>
Tury Research Institute	20	20	20	\$275,000	5	65	<b>11</b>
Optimizing Foundations	20	18	20	\$262,500	7	65	<b>12</b>
ZignaAnalytics	15	15	15	\$235,250	5	50	<b>13</b>

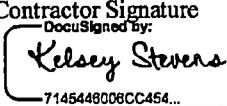
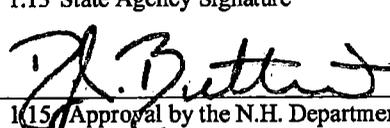
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Wakely Consulting Group, LLC, a Delaware limited liability company d/b/a Wakely Consulting Group, an HMA Company, including its affiliates, subsidiaries, and/or parent company(ies)		1.4 Contractor Address 2501 Woodlake Cir, Ste 100, Okemos, Michigan 48864	
1.5 Contractor Phone Number 727-259-7465	1.6 Account Unit and Class 02-24-24-240010-42590000-500464	1.7 Completion Date 9/19/2026	1.8 Price Limitation \$265,055
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  Date: July 15, 2025 <small>71454480D6CC454...</small>		1.12 Name and Title of Contractor Signatory kelsey stevens Chief Executive Officer	
1.13 State Agency Signature  Date: 7/15/25		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: <i>Christopher Bond</i> On: 7/16/25			
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 Wakely Consulting Group, LLC, a Delaware limited liability company d/b/a Wakely Consulting Group, an HMA Company, including its affiliates, subsidiaries, and/or parent company(ies)**

**Study of Women's Health Services Access Issues  
And Options for Broadening Coverage for Women's Health Services  
In New Hampshire's EHB Benchmark Plan**

**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

Contractor initials: KS

Date: July 15, 2025 | 2:23

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 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.

DS  
KS

Contractor initials: \_\_\_\_\_  
Date: July 15, 2025 | 2:2



## Exhibit B - Scope of Services

### Approach to Project

#### Phase 1

HMA staff<sup>1</sup> have been closely involved in state efforts to track, analyze, and expand access to women's healthcare services. We will use our experience helping clients navigate this process to support New Hampshire's review of coverage policies. In addition, HMA and Wakely have developed multiple tools to conduct cost benefit analyses, assess compliance, and track federal and state healthcare policies and trends in real time. This expertise and set of tools will enable us to advise the New Hampshire Insurance Department (NHID) on best practices and identify opportunities to align state goals with coverage options that remove barriers to care. Our proposed team for Phase 1 will be led by Rebecca Kellenberg who brings over 20 years of experience analyzing access to health care generally and comprehensive women's health care coverage and policy. Julie Rabinovitz and Diana Rodin bring decades of health coverage, reimbursement and provider access expertise to this project with specific experience leading clinics that provide comprehensive women's health care and analyzing policy barriers to accessing care.

#### Task 1: Landscape Scan

HMA will review publicly available information on major national and state resources including nationally recognized policy resources and our own work that HMA has completed through funding from Arnold Ventures. We will leverage peer reviewed articles, grey literature, and policy reports to summarize the current status of access to women's health services and maternal health services. Our review will include the identification of current barriers to access and examples of policy and coverage options that have demonstrated improvements in access. We will compare these policies to national standards, regulations, and guidelines promulgated by the professional associations such as American College of Obstetricians and Gynecologists, ACA, Medicaid regulations, and other Department of Health and Human Service guidelines provided by Office of Population Affairs, Centers for Disease Control, and Health Resources and Services Administration. We will also conduct a literature review of the field's most prominent peer-reviewed journals such as American Journal of Obstetrics and Gynecology and Reproductive Health, as well as publicly available reports and grey literature from policy and research organizations.

#### Task 2: Qualitative Research on Women's Health Care Access in NH

To inform our assessment of access barriers and identify future strategies and regulatory initiatives to address identified barriers, the HMA team will obtain stakeholder feedback through key informant interviews and consumer focus groups. HMA will work with NHID to identify key informants' representative of health plans, providers, consumers, advocates, and thought leaders. These individuals may represent national organizations or New Hampshire-based organizations but will emphasize local expertise to identify needs and issues specific to New Hampshire. HMA will conduct one-on-one structured interviews virtually with 12-15 key informants with interview guides developed and sent to interviewees in advance. The goal of these interviews will be to both understand the current landscape of best practices and assess

<sup>1</sup> Under this project Wakely, an HMA company, serves as the direct contractor while other HMA staff will contribute pursuant to HMA's inter-affiliate agreements.

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where New Hampshire lies in comparison to these benchmarks. HMA will also work with NHID to identify and recruit focus group participants from a cohort of individuals who receive comprehensive reproductive health and/or maternal health services through covered NHID approved carriers. The goal of our focus groups will be to identify the causes of access barriers, which may be related to health insurance coverage, communication/education issues, failures in the delivery system, established, historical patterns of accessing care, or other factors.

### Task 3: Quantitative Research

**Consumer Survey.** HMA proposes developing a survey targeting consumers of comprehensive women's health care including maternal health care to gain a broad perspective of barriers to accessing care, gaps in service coverage, and any other experience related to these health care services that can inform future policy improvements. We will use Qualtrics online survey tool and deploy the survey statewide in coordination with NHID and identified partners. Questions will be brief, with a mix of multiple-choice, matrix, and short-response questions, and will be informed by findings from the landscape analysis and initial key informant interviews to target specific service needs that warrant further exploration. Questions will also inquire about respondents' experience with services to understand met and unmet needs. These surveys will also include demographic questions to tie findings to their community contexts.

**Document review.** The HMA team will review one example of each - large group, small group, and individual major medical health insurance plans - using plan documents as provided by NHID. For each plan, we will review plan documents including summaries of benefits and coverage, formularies, medical necessity and clinical policies, provider network access policies, cost sharing policies, and other relevant materials. Our review will assess the following:

- Review of Summary of Benefits and Coverage Statements for information including, but not limited to:
  - » Coverage of preventive care and all reproductive healthcare
  - » Clear statements on services that are covered with no cost-sharing
  - » Overall compliance with ACA's preventive services mandate and state specific mandates
- Review of medical necessity and clinical policies for information including, but not limited to:
  - » Definitions of medical necessity and how they apply to women's healthcare services
  - » Prior authorization requirements for specific women's health services
  - » Limitations on quantity and/or frequency of dispensing
- Examine provider networks and access for information including, but not limited to:
  - » Adequacy of provider networks offering women's health services including obstetrician-gynecologists, family practice, and primary care
  - » Availability of telehealth or mail-order prescription services
  - » Coverage of out-of-network services

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## Task 4: Report with Recommendations

HMA will integrate information from survey data, document reviews, interviews, and focus groups to provide a nuanced and triangulated picture of best practices across states for meaningful coverage of women's health services including perinatal care generally, access to doulas, mental health and SUD screenings and treatment (including screenings and care for perinatal mood and anxiety disorder), breast and cervical cancer screenings and treatment, menopause support services, chronic disease management, and geographical and socioeconomic barriers to care. HMA will develop a draft reader-friendly slide deck that summarizes our research and analysis findings. We will facilitate a Zoom meeting to present the findings to NHID for review and discussion.

HMA will then develop a draft report that synthesizes the findings from the background research and coverage landscape analysis including the current status of women's health access, identified barriers to access or inequities in coverage for women's health services, best practices, recommendations, and policy opportunities. The report will also document and report on trends, identified through our review of the health plan documents with findings aggregated across each market. We will compile a key set of "best practices" that are critical or particularly beneficial to quality and access, along with considerations for state insurance regulators. This will be based primarily on our review of New Hampshire and national large group, small group, and individual major medical health insurance plan documents/materials/formularies and supporting medical necessity and clinical policies, generally recognized independent standards of current medical practice, clinical guidelines and best practices, and other independent, peer-reviewed medical literature or research, studies, research, and reports. We will also provide recommended outreach language and messaging for the NHID to consider for future public outreach efforts based on issues identified in review and analysis.

## Phase 2

Through previous work and ongoing conversations with CMS, Wakely has established and refined a robust project plan for analyzing proposed EHBs changes and in satisfying all CMS and regulatory requirements. Wakely will first analyze the current benchmark plan and other base-benchmark plan options. Wakely will analyze how the benchmark plan compares to other identified potential benchmark plan options. Should the analysis identify another benchmark plan option that would not increase overall premiums, Wakely will assist the NHID with updating the benchmark plan. Any work related to updating the benchmark plan will only take place if NHID determines that the changes will not cause health insurance premiums to rise.

While Wakely anticipates following a similar project plan for New Hampshire we are also willing and able to modify the project plan as appropriate based on discussions. Wakely will provide a detailed project plan in the first week after the contracts are executed and after Wakely has confirmed the scope of work with the State.

### Task 1 – Initial Meeting and Project Planning

Wakely will meet with the New Hampshire Insurance Department promptly after contract execution to confirm the project plan and timeline. The project plan provided here and after contract execution will detail the steps Wakely shall take to meet the deliverables and deadlines required under this Scope of Work. Wakely recognizes the interaction between Phase 1 and 2 of this RFP and can adapt the timeline of Phase 2 based on NHID's preference and the timing and findings of Phase 1.

### Task 2 – Benchmark Plan Analysis

Wakely will conduct an analysis of New Hampshire's current EHB BMP to evaluate how well the current benchmark plan compares to other base-benchmark plan options. The analysis will also incorporate ongoing findings from Phase 1 of the project. The analysis will include both medical and pharmacy benefits. The analysis shall specifically address whether there are benefits that may be subject to defrayal by the state and whether other base-benchmark plan options may reduce health care costs or the state's potential defrayal liability. In conducting the analysis, attention shall be paid to the overall price of premiums.

Wakely will present the findings of this analysis, in addition to an overview and background on the EHB BMP application process in a PowerPoint format.

### Task 3 – Analyze Options for Updating the BMP

Wakely will identify opportunities for NH to update the BMP and will complete any necessary analysis required under the federal rules for updating the BMP keeping in mind that no adjustments will be made to the benchmark plan that will cause health insurance premiums to increase. The analysis should include the typicality test and a cost benefit analysis. Emphasis shall be placed on how the different options will impact health insurance premium. Wakely will present these results in a PowerPoint presentation with a supporting Excel table.

### Task 4 – EHB Application

Should NHID determine that it would be advantageous to pursue a different base-benchmark plan option and that by doing so health insurance premiums would not increase, Wakely shall create the actuarial report and supporting documentation necessary to support the EHB BMP application to CMS. Wakely shall assist the NHID with submitting the application to CMS. If directed or requested by CMS, Wakely shall revise the application as necessary.

Wakely will create the EHB BMP formulary drug list and incorporate any changes as a result of the EHB BMP application.

### Estimated Hour Allotment

Name	Hourly Rate	Hours Expected	Anticipated Cost (Rate x Hours)
Matt Sauter	\$555	20	\$11,100.00
Julie Rabinovitz	\$450	25	\$11,250.00
Rebecca Kellenberg	\$450	50	\$22,500.00
Diana Rodin	\$405	98	\$39,690.00
Jenna Hegeman	\$320	200	\$64,000.00
Steven Helgeson	\$225	220	\$49,500.00
Hannah Savage	\$250	220	\$55,000.00
Michael Cohen	\$620	5	\$3,100.00
<b>Labor Subtotal:</b>	<b>\$306</b>	<b>838</b>	<b>\$256,140.00</b>
<b>Travel and Miscellaneous Expenses</b>			
Travel Expenses (travel labor, airfare, mileage, parking, lodging, meals, etc.)			\$8,165
Incentives for focus group participation			\$750
<b>Travel and Miscellaneous Expenses Subtotal:</b>			<b>\$8,915.00</b>
<b>Do Not Exceed Total Cost:</b>			<b>\$265,055</b>

### Payment Arrangement

We note that while the above represents Wakely's best estimate of hour allotment by individual, Exhibit C presents a fixed fee arrangement. Wakely is amenable to a time and expense or a fixed fee payment arrangement.

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**Exhibit C - Payment Terms**

Expected timeline and fixed fee payment amount by Phase and Task

**Phase 1 - Comprehensive Reproductive Health Landscape and Qualitative Analysis of Barriers to Care**

Task	Description	Deadline	Fixed Fee
Task 1	Initial Project Planning	8/30/2025	\$14,700
Task 2	Landscape Scan	9/15/2025	\$23,000
Task 3	Qualitative Research- Key informant interviews and focus groups	11/10/2025	\$50,955
Task 4	Quantitative Research.- Consumer Survey and Document Review	11/30/2025	\$40,000
Task 5	Recommendations Report	12/20/2025	\$17,485
<b>Total</b>			<b>\$146,140</b>

**Phase 2 - Essential Health Benefit Analysis and Application**

Task	Description	Deadline	Fixed Fee
Task 1	Initial Project Planning	8/30/2025	N/A
Task 2	EHB Landscape	9/30/2025	\$15,000
Task 3	Typicality Test	10/30/2025	\$40,000
Task 4.1	Benefit Pricing - Phase 1	11/30/2025	\$20,000
Task 4.2	Benefit Pricing - Phase 2	1/15/2026	\$20,000
Task 5	EHB Pathways and Final Selection	1/15/2026	\$5,000
Task 6	CMS Application	4/1/2026	\$10,000
<b>Total</b>			<b>\$110,000</b>

\* Task 4.2, 5, and 6 are optional and may not be needed if a new benchmark plan is not pursued

<b>Travel and Miscellaneous Expenses</b>	
Travel Expenses (travel labor, airfare, mileage, parking, lodging, meals,	\$8,165
Incentives for focus group participation	\$750
<b>Travel and Miscellaneous Expenses Subtotal:</b>	<b>\$8,915</b>

<b>Do Not Exceed Total Cost:</b>	<b>\$265,055</b>
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## **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 <sup>it's</sup>

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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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