

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE INSURANCE DEPARTMENT**

Health Benefit Exchange Planning Project

NHID RFP 2010-HBE-1

RFP ISSUED.....November 5, 2010 3:30 PM ET
STATE CONTACT..... leslie.ludtke@ins.nh.gov
CONTRACT TYPE..... Service Contract
PROPOSALS DUE..... November 29, 2010 2:30 PM ET

1. INTRODUCTION

Contract Award

In March 2010, the Patient Protection and Affordable Care Act and the Health Care and Education Reconciliation Act of 2010 were signed into law. The two laws are collectively referred to as the Affordable Care Act (“ACA”). The ACA provides grant funding to assist states in planning, development, and implementation of parts of the ACA.

Section 1311 of the ACA provides funding assistance to states for the planning and development work related to an American Health Benefit Exchange (“Exchange”) and allows each state to elect to establish an Exchange that would: 1) facilitate the purchase of qualified health plans; 2) provide for the establishment of a Small Business Health Options Program (“SHOP Exchange”) designed to assist employers in facilitating the enrollment of their employees in Qualified Health Plans (QHPs) offered in the SHOP Exchange; and 3) meet other requirements specified in the ACA.

The state of New Hampshire (“state”), specifically the New Hampshire Insurance Department (NHID), in association with the New Hampshire Department of Health and Human Services (NHDHHS), has received an award from the Office of Consumer Information and Insurance Oversight, the federal agency within the US Department of Health and Human Services overseeing state-based Exchanges, to evaluate the planning options for establishing an Exchange in New Hampshire. The NHID seeks to contract with one or more Vendors for assistance in its planning efforts. The planning work performed under this Request for Proposal (RFP) shall be coordinated with planning and development work performed under an RFP issued by the NHDHHS in connection with this Grant.

A Contract award by the NHID shall be based upon criteria, standards, and weighting identified in this RFP. Awarding of the Contract(s) expected to result from this RFP and execution of the final Contract(s) is subject to approval of the New Hampshire Governor and Executive Council. In addition, funding for the final Contract(s) is subject to federal approval and availability of state funds. (See also, Appendix A: BACKGROUND INFORMATION)

Contract Type

As a result of this RFP, the NHID plans to execute one or more Contracts.

Contract Term

The Vendor(s) shall be fully prepared to commence work within one (1) week after receiving Notice to Proceed. All deliverables under the awarded Contract(s) must be completed by 09/30/11.

Scope of Work/Project Objectives

The New Hampshire Health Benefit Exchange Planning Project is an initiative undertaken by the NHID and NHDHHS for planning work in connection with a Health Benefit Exchange for New Hampshire. Funding for this Project is provided by the US Health and Human Services, Office of Consumer Information and Insurance Oversight (OCIO). The overall goals of the project are to evaluate options for an Exchange, identify which Exchange model will best serve New Hampshire (including how an Exchange can be used to improve the health of the New Hampshire population), and develop a plan for how such an Exchange should be established. These goals will be addressed with work performed under this RFP and an RFP issued by NHDHHS in connection with this Grant.

NHID and NHDHHS will use the grant funds from the State Planning and Establishment Grant for the Affordable Care Act's ("ACA") Exchanges to conduct a thorough evaluation of whether and how to establish and effectively operate a sustainable Exchange in New Hampshire that will accomplish the goals of the ACA and serve the interests of the state.

The Vendor or vendors selected under this RFP may employ Subcontractors to deliver services subject to the terms and conditions of this RFP. The Vendor shall remain wholly responsible for performance of the Contract regardless of whether a Subcontractor is used. The NHID shall consider the Vendor to be the sole point of contact with regard to all Contractual matters, including payment of any and all charges resulting from any Contract.

The NHID Project has been divided into six segments that Vendors may bid on, separately, in part, or all inclusively. The segments are described in Appendix B: REQUIREMENTS AND DELIVERABLES. There may be multiple Contracts awarded to multiple Vendors under this RFP.

Schedule of Events

The following table provides the Schedule of Events for this RFP through Contract finalization and Notice to Proceed.

EVENT	DATE	TIME
RFP released to Vendors (on or about)	November 5, 2010	3:30 PM ET
Vendor inquiry period begins (on or about)	November 8, 2010	2:30 PM ET
Vendor inquiry period ends	November 16, 2010	5:00 PM ET
Final State responses to Vendor inquiries	November 21, 2010	5:00 PM ET
Vendor Letter of Intent due to the State	November 24, 2010	2:30 PM ET
Final date for Proposal submission	November 29, 2010	2:30 PM ET
Anticipated Contract Finalization	December 6, 2010	
Anticipated Notice to Proceed	Governor and Council Approval	

Requirement and Deliverables

Requirements and Deliverables are described in Appendix B: REQUIREMENTS AND DELIVERABLES.

2. INSTRUCTIONS

Proposals submitted in response to this RFP must be received by the New Hampshire Insurance Department no later than the time and date specified in the Schedule of Events. Proposals must be addressed to:

Leslie Ludtke, Contract Administrator
NH Insurance Department
21 South Fruit Street, Ste 14
Concord, NH 03301

Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE
RESPONSE TO NEW HAMPSHIRE INSURANCE DEPARTMENT RFP 2010-HBE-1**

Late submissions shall not be accepted and shall remain unopened. Delivery of the Proposals shall be at the Vendor(s)' expense. The time of receipt shall be considered when a Proposal has been received by the New Hampshire Insurance Department. The New Hampshire Insurance Department accepts no responsibility for mislabeled mail.

All Proposals submitted in response to this RFP must consist of one (1) original and five (5) clearly identified copies of the Proposal, including all required attachments, and one (1) electronic copy on CD in MS WORD format, accompanied by the transmittal letter. The original and all copies shall be bound separately, delivered in a sealed container, and marked as indicated above. One (1) copy of the Proposal Transmittal Form Letter shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL." A Vendor's disclosure or distribution of its Proposal other than to the state shall be grounds for disqualification.

Proposal Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be emailed, citing the RFP title, RFP number, Page, and Section submitted to the following RFP Point of Contact:

Leslie Ludtke, Contract Administrator
NH Insurance Department
21 South Fruit Street, Ste 14
Concord, NH 03301
Telephone: 603.271.2261
Email: ExchangeRFPHBE1@ins.nh.gov

Vendors are encouraged to also submit a hard copy of questions via regular mail.

Inquiries must be received by the NHID's RFP Point of Contact (see above) no later than the conclusion of the Vendor Inquiry Period. Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and shall not be answered.

The NHID intends to post on its web site (www.nh.gov/insurance) official responses to properly submitted inquiries on or before the date specified in Schedule of Events. However, this date may be subject to change at the state's discretion. The NHID may consolidate and/or paraphrase questions for sufficiency and clarity. The NHID may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the state.

Letter of Intent to Bid

Potential Vendors are requested to document their intent to bid by submitting a Letter of Intent (LOI) to the RFP Point of Contact, Leslie Ludtke. Proposals received without a previously submitted LOI shall be accepted, but preference will be given to those vendors who submit a timely Letter of Intent.

RFP Amendment

The NHID reserves the right to amend this RFP at its discretion, before the Proposal submission deadline. In the event of an amendment to this RFP, the NHID, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate. Any amendments to this RFP, shall be posted on the NHID website in the form of an addendum.

Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals or until the Effective Date of any resulting Contract, whichever is later.

Property of the State

All material received in response to this RFP shall become the property of the NHID and shall not be returned to the Vendor. Regardless of the Vendor selected, the NHID reserves the right to use any information presented in a Proposal.

Confidentiality of a Proposal

A Proposal must remain confidential until the Effective Date of any resulting Contract as a result of this RFP. A Vendor's disclosure or distribution of Proposals other than to the NHID shall be grounds for disqualification.

Public Disclosure

Subject to applicable law or regulations, the content of each Vendor's Proposal shall become public information upon the Effective Date of any resulting Contract.

Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the NHID to award a Contract. The NHID reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

Proposal Preparation Cost

By submitting a Proposal, a vendor agrees that in no event shall the NHID be either responsible for or held liable for any costs incurred by a vendor in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of a resulting Contract.

Oral Presentations/Interviews and Discussion

The NHID reserves the right to require vendors to make oral presentations of their proposals and/or to make available for oral presentations/interviews the consultants proposed to produce the Deliverables specified in this RFP. Any and all costs associated with oral presentations/interviews shall be borne entirely by the vendor.

Required Contract Terms and Conditions

By submitting a Proposal, the vendor agrees that the state of New Hampshire Terms and Conditions, contained in Appendix C: FORM OF CONTRACT, shall form the basis of any Contract resulting from this RFP. In the event of any conflict between the state's Terms and Conditions and any portion of the vendor's proposal, the state's Terms and Conditions shall take precedence and supersede any and all such conflicting terms and conditions contained in the Vendor's proposal.

Award

As a result of this RFP, the NHID plans to execute one or more Contracts.

The NHID reserves the right, at its discretion, to award by item, part or portion of an item, group of items, or total Proposal.

If a contract is awarded, the vendor must obtain written consent from the NHID before any public announcement or news release is issued pertaining to any contract award.

3. PROPOSAL SUBMISSION REQUIREMENTS

Vendors are permitted to submit only one (1) proposal in response to this RFP.

Proposal Content

Proposals must contain the following:

Cover Page

The first page of the vendor's proposal must be a cover page containing the following text:

**STATE OF NEW HAMPSHIRE
New Hampshire Insurance Department
NHID RFP 2010-HBE-1**

The cover page must also include the Vendor's name, contact person, contact telephone number, address, city, state, zip code, fax number, and email address.

Transmittal Letter

The vendor must submit a manually signed Transmittal Letter with the response that includes a signed agreement by a person authorized to legally obligate the vendor to be bound by all RFP terms and conditions and an agreement that such terms and conditions shall form the basis of any contract resulting from this RFP.

4. REQUIRED COMPONENTS OF PROPOSAL

Executive Summary

An Executive Summary must be included in the vendor proposal that shall not exceed five (5) pages. The Executive Summary shall identify how the Vendor satisfies the minimum standards for consideration and shall provide an overview of the Vendor's proposal and Services. Vendors are encouraged to highlight those factors that they believe distinguish their proposal.

Narrative Responses

Section II must provide narrative responses describing the Vendor's (1) Proposed Work and (2) Technical, Services and Project Management for this RFP. See Appendix D: TOPICS FOR MANDATORY NARRATIVE RESPONSES.

Qualifications of Key Staff

Section must provide qualifications of key vendor staff. See Appendix E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS.

Price Proposal

Vendors price proposal must be submitted using the worksheet formats in Appendix F: PRICING WORKSHEETS. The Vendor shall include, a Price Proposal for all of the activities, Deliverables and milestones described in Vendor's Proposal, with an upper price limit specified.

See Appendix G: ADDITIONAL REQUIRED DOCUMENTS

5. PROPOSAL EVALUATION PROCESS

Proposal Scoring Scale

The NHID shall use a scoring scale of 100 points, which shall be applied to the Proposal as a whole. Points shall be distributed among the following factors:

- 35 points – Proposed Work Plan
- 25 points – Technical, Services and Project Management
- 10 points – Company and Staff Qualifications
- 30 points – Price (Rates and Pricing)
- 100 points – Total Possible Score

Rights of the NHID in Evaluating Proposals

The NHID reserves the right to:

- Consider any source of information in evaluating Proposals;
- Omit any planned evaluation step if, in the state's view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time;
- Utilize a process that reduces the number of Vendors to a select short list from which the state shall conduct Proposal evaluations, and
- Open Contract discussions with the second highest scoring Vendor, if the state is unable to reach an agreement on Contract terms with the highest scoring Vendor.

Planned Evaluations

The NHID plans to use the following process:

- Initial screening
- Preliminary evaluation of the Proposals and reference and background checks;
- Oral interviews
- Best and Final Offer (BAFO), if appropriate, and
- Final evaluation of Proposals

6. GENERAL CONTRACT REQUIREMENTS

State of New Hampshire Terms and Conditions, and Contract Requirements

The Contract requirements set forth in Appendix C: FORM OF CONTRACT shall constitute the basis for any Contract resulting from this RFP.

Non-Exclusive

Any resulting Contract from this RFP shall be a Non-Exclusive Contract. The NHID reserves the right, at its discretion, to retain other Vendors to provide any of the Services identified under this procurement.

Vendor Selection

Each Proposal shall be evaluated and considered with regard to the Services proposed, qualifications of the Vendor and any Subcontractors, experience and qualifications of proposed candidates, and cost.

Vendor Responsibilities

The Vendor shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting Contract, regardless of whether or not it proposes to use any Subcontractor.

The Vendor may subcontract Services subject to this RFP. The Vendor must submit with its Proposal all information and Documentation relating to any Subcontractor. Should the Vendor wish to add, change or remove a subcontractor after contract is awarded, the Vendor must obtain approval from the NHID before doing so. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The NHID shall consider the Vendor to be the sole point of contact with regard to all Contractual matters, including payment of any and all charges resulting from any Contract.

Project Budget/Price Limitation

The NHID has funds budgeted for this Project. Contracts awarded will contain a maximum price limitation.

HIPAA

The NHID intends to protect the privacy and provide for the security of any protected health information disclosed to the Vendor in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and any other applicable laws or regulations. To the extent HIPAA applies, the Vendor shall at no additional cost to the NHID, enter into agreements with the NHID required to comply with HIPAA.

Vendor Staff

In the Proposal the Vendor shall assign and identify key Vendor staff.

The Vendor shall not change key Vendor staff (collectively referred to as “Project staff”) unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes to the Vendor’s Project staff shall require the prior written approval of the NHID. Replacement Project staff shall have comparable or greater skills with regard to performance of the Project as the staff being replaced and be subject to the provisions of this RFP and any resulting Contract.

The NHID reserves the right to require removal or reassignment of the Vendor’s Project staff found unacceptable to the state.

The NHID may conduct reference and background checks on the Vendor’s Project staff. The NHID reserves the right to reject the Vendor’s Project staff as a result of such reference and background checks.

Notwithstanding anything to the contrary, the NHID shall have the option to terminate the Contract, at its discretion, if it is dissatisfied with the Vendor’s replacement Project staff.

Project Work Plan

Vendor shall submit a preliminary Project Work Plan in its Proposal. The Project Work Plan shall include, without limitation, a detailed description of the schedule, tasks, deliverables, critical events, and milestones. A finalized Project Work Plan shall be due twelve (12) business days after Contract award.

The successful Vendor shall update the Project Work Plan as necessary, but no less than bi-weekly to accurately reflect the status of the Schedule, tasks, Deliverables, critical events, and milestones.

Notwithstanding anything to the contrary, the NHID shall have the option to terminate the Contract or default, at its discretion, if it is dissatisfied with the Vendor’s Project Work Plan or elements within the Project Work Plan.

Deliverables

The Vendor shall provide the NHID with the deliverables in accordance with the requirements specified in Appendix B: REQUIREMENTS AND DELIVERABLES. All deliverables shall fully meet the specifications of the RFP and resulting Contract(s). Upon its submission of a deliverable, the Vendor shall represent that it has performed its obligation under the Contract associated with the deliverable.

Assurances

The following required assurances shall apply to the Deliverables, Services, Non- Infringement and Personnel components of the Vendor for this RFP.

- **Deliverables**

The Vendor shall provide assurances that all Deliverables conform to the Specifications, terms, and requirements of the Contract.

- **Services**

The Vendor shall provide assurances that all Services to be provided under the Contract are provided in a professional manner in accordance with industry standards and that Services shall comply with performance standards.

- **Non-Infringement**

The Vendor shall warrant that it has good title to, or the right to allow the state to use all Services and Deliverables provided under this Contract, and that such Services and Deliverables do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

- **Personnel**

The Vendor shall provide assurances 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.

Administrative Specifications

Travel Expenses

Travel costs include:

- Meals;
- Hotel;
- Airfare;
- Car rentals;
- Car mileage; and
- Out-of-pocket expenses

Shipping and Delivery Fee Exemption

The NHID shall not pay for any shipping or delivery fees unless specifically itemized in the Contract.

State-Owned Documents and Copyright Privileges

Upon expiration or termination of the Contract with the state, the Vendor shall turn over all state-owned documents, material, reports, and work in progress relating to this RFP to the NHID, at no additional cost to the NHID. Documents must be provided in both printed and electronic format.

Intellectual Property

The NHID shall hold all ownership, title, and rights in any Deliverables and Documentation developed in connection with performance of obligations under the Contract. The state shall have sole right to produce, publish, or otherwise use such Deliverables, and Documentation developed under the Contract and to authorize others to do so.

Invoicing

The Vendor shall submit invoices to the NHID for all amounts to be paid by the NHID. All invoices submitted must meet with the approval of the NHID and said approval shall not be unreasonably withheld. A Payment Schedule shall be defined in the Contract. Invoices must be in a format as determined by the NHID and contain detailed information, including without limitation, itemization of work performed, and identification of the Deliverable for which payment is sought.

Records Retention and Access Requirements

The Vendor shall agree to the conditions of all applicable state laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all records relating to the Contract.

The Vendor shall also agree to the following:

The Vendor and any of its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of the Contract. The Vendor and its Subcontractors shall retain all such records for three (3) years after the final payment on the Contract. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of litigation, including all appeals if the litigation does not terminate within six (6) years from the date of expiration or termination of the Contract.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the state and federal officials so authorized by law, rule, regulation or Contract, as applicable. During the term of this Contract, access to these items shall be provided within Merrimack County of the state of New Hampshire, unless otherwise agreed by the state. Delivery of and access to such records shall be at no cost to the state during the three (3) year period after the Contract term or six (6) year term following litigation. The Vendor shall include the record retention and Review requirements of this section in any of its subcontracts.

The state agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Vendor's cost structure and profit factors shall be excluded from the State's Review unless the cost or any other material issued under the Contract is calculated or derived from these factors.

Accounting Requirements

The Vendor shall maintain accounting of its costs paid for under this contract. The accounting shall be maintained in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting and the Vendor shall maintain records pertaining to the Services and all other costs and expenditures.

Contract Security/Performance Bond

There is no Contract security/performance bond required by the NHID.

Conflict of Interest

There are no special Conflict of Interest conditions associated with this RFP. Standard Conflict of Interest terms described in Appendix C: FORM OF CONTRACT, shall apply to this RFP and any subsequent Contract.

Supporting Documentation

The following documents shall be listed on the New Hampshire Insurance Department's website as Attachments to this RFP:

1. Attachment A: U.S. Department of Health and Human Services, Office of Consumer Information and Insurance Oversight State Planning and Establishment Grants for the Affordable Care Act's Exchanges – Funding Opportunity Announcement
2. Attachment B: Office of Consumer Information and Insurance Oversight State Planning and Establishment Grants for the Affordable Care Act's Exchanges – Reporting Templates

APPENDIX A: BACKGROUND INFORMATION

Health Benefit Exchange Background

The NHID is requesting proposals for consulting services in connection with its Planning and Development Grant for the Affordable Care Act Exchange. This grant has been issued by the U.S. Department of Health and Human Services, Office of Consumer Information and Insurance Oversight (OCIIO).

New Hampshire views the planning for a Health Benefit Exchange (“Exchange”) under the Affordable Care Act (“ACA”) as an opportunity to improve the health of New Hampshire’s population by providing enhanced and coordinated healthcare coverage opportunities. It is critically important to New Hampshire that an Exchange be established in a manner that coordinates with existing public health, public sector and commercial plans and programs

In this project, New Hampshire will evaluate options for an Exchange. The planning work performed under this grant will assist the state in deciding which Exchange model will best achieve its goals. Based on the analysis conducted in the planning phase, a Health Benefit Exchange Plan for New Hampshire will be developed.

Consulting Assistance Needed

The NHID has identified several areas where Exchange planning assistance is needed.

The winning bidder or bidders’ primary responsibilities will be to provide information and analysis that will assist the NHID in planning work relative to the development of an Exchange under the Affordable Care Act. These responsibilities include:

- Modeling and advising the NHID on the feasibility of different options in developing an Exchange that meet the requirements of the Affordable Care Act for New Hampshire
- Interacting with New Hampshire health insurance carriers to assess the feasibility of different options and to ascertain the carrier’s system limitations and capabilities
- Communicating with stakeholders and other groups
- Reviewing and analyzing claims data to determine the anticipated use of the Exchange by the commercially insured population and the uninsured
- Working with the NHID’s actuary and statistician
- Providing analysis and relevant documentation to support findings
- Testifying at public hearings, if necessary, to describe methods and findings
- Developing recommendations regarding insurance market and issue rules, transparency requirements, and information technology needed to support enrollment and eligibility for the commercially insured population

The assistance needed has been divided into six segments that Vendors may bid on, separately, in part, or all inclusively. The segments are described in Appendix B: REQUIREMENTS AND DELIVERABLES.

Options for Exchange Establishment

New Hampshire wishes to consider all options for establishing an Exchange. Options include a federally operated Exchange, a multi-state/regional Exchange, or a New Hampshire only Exchange. The governance of the Exchange, the organization of the insurance markets, and the services that will be provided by an Exchange will be analyzed as part of this Planning Project.

APPENDIX B: REQUIREMENTS AND DELIVERABLES

SCOPE OF WORK

Introduction

The scope of this Project is to conduct planning work in connection with the development of a **Health Benefit Exchange Plan for New Hampshire (Plan)**. The Plan and all of the supporting deliverables described in this RFP shall be compliant with the U.S. Department of Health and Human Services, Office of Consumer Information and Insurance Oversight State Planning and Establishment Grants for the Affordable Care Act's Exchanges – Funding Opportunity. This Grant Announcement is posted on the NHID website.

Project Segments Defined

The Scope of Work is divided into six segments:

Segment 1	Overall Planning Coordination and Creation of a Health Benefit Exchange Plan for New Hampshire
Segment 2	Research and Analysis to Identify Development Requirements
Segment 3	Econometric and Actuarial Modeling and Current Insurance Markets Study
Segment 4	Stakeholder Involvement and Communication
Segment 5	Program Integration Opportunities and Strategies
Segment 6	Information Technology Assessment and Conceptual Design

Bidders may bid on one, several, or all of these segments. If a bidder intends to subcontract specific services, the bidder should identify the intent to subcontract, identify the subcontractor, and include sufficient information to establish the subcontractor's expertise in the subject area. Evidence of the subcontractor's qualifications to perform subcontracted work must be included in bidder's proposal.

Project Segments Described

Segment 1: Overall Planning Coordination and Creation of a Health Benefit Exchange Plan for New Hampshire

The successful bidder on this segment shall have oversight responsibility for managing the planning and execution of the deliverables described in this RFP.

The successful bidder shall create a comprehensive plan that identifies the feasibility of the options available to New Hampshire for the establishment of an efficient, compliant and self-sustaining Exchange to meet the needs of New Hampshire's population and marketplace.

Exchange Concept

The successful bidder shall conduct an Exchange planning session with the NHID and the NHDHHS to develop a concept of the Exchange Planning Project for New Hampshire. The purpose, goals, value and benefits of an Exchange to New Hampshire shall be defined. The exercise shall identify the most critical policy decisions that must be made, the data necessary for these decisions, and the order in which decisions should be made to facilitate the completion of the remaining tasks under this RFP.

Planning Project Plan

The successful bidder will create an Exchange Planning Project Plan identifying all activities, task, deliverables and schedule of the Planning Project. This Project Plan must include the tasks and deliverables for all project segments.

Health Benefit Exchange Plan

The successful bidder shall assist the NHID in the creation of a Health Benefit Exchange Plan for New Hampshire by considering and coordinating the work with other vendors and obtaining input from stakeholders in developing the content of the Plan, providing expert including vendors retained by NHDHHS, advice, and authoring the Plan.

The Health Benefit Exchange planning effort shall begin with defining what the planning will be by creating conceptual models for the state's Exchange. The models shall describe options for the scope and requirements of the Exchange, as well as its functions, features and services. The models shall be aligned with key policy goals identified by the state and shall build on existing information and information gathered through other activities conducted pursuant to the contract(s) contemplated in this RFP and through any RFP issued by the NHDHHS in connection with the Health Benefit Exchange Plan. The models shall be sensitive and responsive to stakeholder input obtained by the state, both through this RFP and otherwise.

Once the options for a conceptual model have been developed, the successful bidder shall conduct a more detailed examination of fiscal and operational issues, including governance, cost efficiency, staffing, and contracting needs. The analysis shall include discussion and recommendations regarding whether specific functions should be performed by existing state entities, by newly created state entities, by regional entities, or by outside entities. All of this shall be documented in the Health Benefit Exchange Plan. The Plan shall also include organizational charts describing recommended functions for each aspect of the Exchange. The successful bidder shall work closely with the NHID and the NHDHHS in preparing the analysis to ensure maximum coordination with other State health care reform initiatives and with work performed by NHDHHS. Current state strengths and resources that should be leveraged, while maximizing opportunities to improve health care delivery and financing infrastructure.

The following questions should be addressed in the Health Benefit Exchange Plan development effort:

- How will the Exchange provide “no wrong door” service such that applicants for coverage will be enrolled in the proper program, whether Medicaid, CHIP, Basic Health Program, or private insurance plans with or without a subsidy?
- How will the Exchange determine whether an applicant has an employer plan available that provides essential coverage and is affordable?
- How will the Exchange determine if an applicant is exempt from the coverage mandate?
- Should the small employer (SHOP) Exchange be separate or integrated with the individual Exchange?
- What functions should the SHOP Exchange perform to make it attractive to small businesses? For example, should the Exchange operate as an “aggregator?”
- What human resource functions, if any, should the Exchange provide to small businesses?
- Should the SHOP Exchange be available to businesses with 50-100 employees prior to 2016? How many businesses and employees would potentially fall into this range?
- Will physical space be needed for the Exchange?
- What are important considerations for decisions on the design of the web portal?
- What are key considerations for designing a marketing and outreach component for the Exchange?
- What is the best way to implement the ACA-mandated Navigator function?

- Should the Exchange be established as a nonprofit corporation or should it be operated by an existing state agency?
- How should the Exchange be governed?
- How should the Exchange be financed?
- What role should brokers and agents have in the new Exchange environment?
- What should be the process for resolving consumer complaints?
- How should the consumer satisfaction survey required by ACA be conducted and presented on the web?
- Should the Exchange connect with the Health Information Exchange, and if so, how and why?
- How should the Exchange be evaluated? What measures should be used to define success?
- How should the Exchange be regulated?
- Should the Exchange be implemented in phases beginning earlier than January 2014? What phases could be implemented earlier? What are the costs and benefits of early implementation?
- How should the Exchange drive quality and cost containment?
- How can the Exchange support prevention and wellness initiatives?
- How can the Exchange be used to drive or support payment and health care delivery reform?
- How can the Exchange leverage existing data sources and IT infrastructure to be efficient and effective?
- How can the Exchange be used to improve the health of the New Hampshire population?
- What are the pros and cons of a Federal vs. State vs. Regional (multi-state) Exchange?
- What are the “build” or “buy” opportunities with respect to various aspects of the Exchange?

Development Plan

Once all of the planning dimensions (conceptual model, finance, governance, etc.) are known, the successful bidder shall prepare a recommendation for a development plan for the Exchange, including activities and deliverables, key milestones, objective measures of success, and specific dates such milestones can be achieved. The successful bidder shall work closely with the NHID and NHDHHS, and stakeholders, in preparing the recommendations for a development plan to ensure maximum coordination with ongoing federal and state health care reform activities.

Federal Reporting

The successful bidder shall be responsible for the creation of federally required reports under the **State Planning Grant for the Affordable Care Act’s Exchanges**. While these reporting requirements may change, current federal guidance has identified 3 quarterly reports and a final report according to the following schedule:

- January 31, 2011 – Quarterly
- April 13, 2011 – Quarterly
- July 15, 2011 – Quarterly
- October 28, 2011 – Final

Reports shall be drafted by the successful bidder and given to the state for finalization and submission to the OCIO.

Segment 2: Research and Analysis to Identify Development Requirements

To design and successfully implement an Exchange, the state must have a clear and comprehensive understanding of its uninsured and underinsured population, and its health insurance markets.

Impact of Exchange on Commercial Insurance and Insurance Markets

The successful bidder shall perform an analysis to determine an Exchange's potential impact on insurance costs. Bidders should recommend scope and approach of analysis. It is expected that the analysis would include:

- Consideration of state estimates of the uninsured population in New Hampshire, as well as their socio-economic status (e.g. their income as a percentage of federal poverty level) to predict who will likely access coverage through Medicaid or other publicly funded plans or through commercial with the assistance of subsidies.
- Determination of how the New Hampshire uninsured population will utilize the Exchange.
- Determination of the likely impact of an Exchange on health insurance premium rates.
- Determination of how and how frequently individuals might move between market segments.
- Identification of how an Exchange can encourage cost/quality initiatives.

The successful bidder shall coordinate its analysis with the analysis done by NHDHHS to understand potential the Medicaid expansion's size, utilization and cost as well as the anticipated transactions of the Exchange.

This coordination shall include:

- Consideration of state estimates of population of uninsured individuals who will be newly eligible for Medicaid.
- Consideration of state analysis of who is already eligible for Medicaid but not enrolled.
- Consideration of analysis of other states' experiences with health coverage expansions and impact on other human services resources (e.g. psycho-social needs) to identify appropriate options for an Exchange and to plan for increases in demand.
- Consideration of DHHS' projection of costs/savings to state budget.

The successful bidder shall perform an impact analyses on the health insurance market generally and shall include a projection of trends including impact of market changes on plan design, premium levels and market segments.

The successful bidder of this segment shall have expertise in the areas of benefit design, planning, implementation, and analysis, including technical and statistical expertise.

Segment 3: Econometric and Actuarial Modeling and Current Insurance Markets Study

A wide variety of actuarial services is needed to support the development of a Plan for an Exchange. The successful bidder shall work with the state to define the services needed. Bidder's response to this RFP should include recommendations and assumptions of services to be provided.

Examples of services to be provided include:

- Looking at open enrollment strategies and modeling the impact such strategies could have on the insurance market, in and outside of the Exchange
- Analyzing risk adjustment methodologies and recommending best approaches to comply with state and federal goals

- Assessing reinsurance options
- Analyzing various reforms and the impact such reforms, potential and actual, will likely have on premiums in different markets
- Modeling the impact of merging small and non-group markets
- Modeling the impact of increasing the small group market to employers up to 100 employees
- Modeling likely behavior in non-group, small group, and large group market in response to specified market changes and policy decisions
- Modeling the impact of the self-insured market on the Exchange and recommending various approaches to mitigate adverse impact
- Recommending methodologies for standardizing and operationalizing the actuarial valuation of different benefit levels in the Exchange, in accordance with state and federal laws
- Recommending methodologies for standardizing and enforcing the new federal medical loss ratio requirements in federal law
- Assessing the adverse selection impacts of various legislative and policy decisions
- Developing methodologies to measure the cost of state-mandated benefits
- Analyzing the potential benefits or detriments of standardized benefit plans

Segment 4: Stakeholder Involvement and Communication

As part of the Exchange planning, the state shall engage stakeholders in policy development and implementation planning. The successful bidder shall conduct an analysis and assessment of stakeholder needs and goals for the design of an Exchange.

The successful bidder shall provide facilitation of stakeholder meetings to include a flow of information that results in a conceptual understanding of the goals of the project. Input from stakeholders shall be solicited on a range of topics, including availability of private resources.

Stakeholders include, but are not limited to, members of the public from a variety of political, cultural and socioeconomic perspectives; people covered by both public and private health insurance programs; state legislators; individuals with disabilities and special healthcare needs; small and large employers; nonprofit organizations; insurance companies; insurance producers; community-based organizations; and health care providers (including primary care, as well as other physical, mental, substance abuse and oral health providers). Stakeholder input should come from all geographic regions within the state.

The successful bidder shall provide a mechanism to obtain feedback from stakeholders and provide the state with a written summary of such feedback, as well as identifying key points and recommendations for how such feedback can be incorporated into the Exchange design.

The successful bidder shall develop a public outreach and education plan (including consumer-friendly communications/publications).

Bidders should have expertise in communications and public policy development. It is anticipated that the successful bidder will work with the state and other bidders on a communication plan.

Segment 5: Program Integration Opportunities and Strategies

The successful bidder shall assist the NHID in developing a comprehensive assessment of health care benefit programs across the public and private sectors, with the anticipated goal of aligning or standardizing benefit packages to minimize coverage disruptions and maximize care continuity.

Program Integration Analysis

The successful bidder shall perform a program integration analysis that considers benefit design, outreach, funds flow, eligibility determinations/redeterminations, enrollment/disenrollment, coordination between and among health benefit programs as individuals move from one to another, claims payment, information systems, and applicable quality standards where feasible and appropriate. Where such integration is not feasible, the NHID may require assistance in examining the best methods to explain benefit and other program feature differences to maximize consumer understanding and participation. The analysis should be coordinated with the analysis performed at the direction of NHDHHS relative to its plan for integrating public programs into the Exchange and shall:

- Include an integrated structure for an Exchange so that there is a single portal and “no wrong door” for consumers to enter;
- Evaluate Exchange design and initiate a feasibility study of Exchange capacity to integrate eligibility determinations, enrollment verification, benefit design integration, premium subsidy eligibility, tax reporting, and handling of collections/remittances;
- Evaluate other public sector programs for purposes of determining opportunities for integration with an Exchange;
- Investigate opportunities to integrate objectives and progress of New Hampshire’s Accountable Care Organization pilot program into the operations of an Exchange;
- Evaluate capacity to meet ACA Exchange functions (e.g., citizenship verification, establishment of the Navigator, IRS reporting, etc.).

Segment 6: Information Technology Assessment and Conceptual Design

The successful bidder of this segment shall have the responsibility for planning relative to the commercial insurance technical components of the Exchange, including:

- Web portal
- System integration with state and other systems
- Call center technology
- Enterprise content management (imaging/scanning)
- Other (e.g. premium payments, master client index, security, fraud and abuse, business analytics, calculator)

The successful bidder shall engage state and stakeholder representatives to define requirements and develop options for evaluation and selection and shall coordinate this work with the NHDHHS Information Technology requirements for the state Medicaid program.

Exchange Technical Infrastructure

In order to determine the best technical infrastructure for the Exchange, an evaluation of the Exchange’s users and uses shall be performed, and technical requirements shall be determined. Technical architectural alternatives to satisfy those requirements shall be developed and assessed.

Integration with Other Systems

An analysis and summary of integration requirements shall be developed, including the identification of issues relative to integration with other State systems. Bidder’s response to this RFP should include recommendations and assumptions regarding planning for system integration.

Changes to Existing State Systems

Changes to the state's systems will be required to implement requirements under the ACA and for the Exchange. In coordination with NHDHHS or its vendor, an analysis and summary of these changes shall be developed. This work does NOT include the development of detailed system specifications for state system changes.

GENERAL REQUIREMENTS

All work performed by successful bidder or bidder must be compliant with the requirements associated with the US Department of Health and Human Services, Office of Consumer Information and Insurance Oversight, Office of Health Insurance Exchanges **State Planning Grant for the Affordable Care Act's Exchanges**.

DELIVERABLES

Segment 1

There are five deliverables in Segment 1 that fall under the Health Benefit Exchange Plan. **Exchange Concept for New Hampshire; Exchange Planning Project Plan; Exchange Conceptual Model; Grant Quarterly Reports; and Health Benefit Exchange Plan for New Hampshire.**

- The Exchange Concept for New Hampshire describes what the Health Benefit Exchange means to New Hampshire. It describes its purpose, goals, value and benefits to the state of New Hampshire.
- The Exchange Planning Project Plan is a detailed work plan that describes the activities, tasks, deliverables, milestones and responsibilities of the Exchange Planning Project.
- The Exchange Conceptual Model describes the scope and requirements of the Exchange. It describes the functions, features and services of the exchange.
- Grant Quarterly Reports are required to be submitted to the Office for Health Insurance Exchanges by the State. The successful bidder shall draft these reports for state to finalize and submit. Templates and instructions are included in Attachment B.
- The Health Benefit Exchange Plan for New Hampshire is the primary deliverable for this RFP. See details as follows.

Health Benefit Exchange Plan

The Health Benefit Exchange Plan for New Hampshire is the state's plan for evaluating the feasibility of the options for designing, developing, implementing and operating a Health Benefit Exchange for New Hampshire.

The Plan shall include twelve sections:

1. Executive Summary
2. Health Benefit Exchange
3. Background Research
4. Stakeholder Involvement
5. Program Integration
6. Resources and Capabilities
7. Governance
8. Finance
9. Technical Infrastructure
10. Business Operations
11. Regulatory or Policy Actions
12. Conceptual Development Plan

Executive Summary

This section presents a brief summary of the Health Benefit Exchange Plan for New Hampshire.

Health Benefit Exchange

This section describes the conceptual model of New Hampshire's Exchange – its scope and requirements, as well as its functions, features and services.

Background Research

This section summarizes the Exchange-related research and analyses, including the economic and actuarial modeling and current insurance markets study described in Segments 2 and 3.

Stakeholder Involvement

This section summarizes the stakeholder involvement assessment and plans described in Segment 4.

Program Integration

This section summarizes the program integration opportunities and strategies described in Segment 5.

Resources and Capabilities

This section describes the resources and capabilities to implement and operate the various options for an Exchange. It includes a comprehensive needs assessment of staffing and resources for self-sustaining Exchange operation, including, but not limited to, staffing and resource needs for IT systems, customer service, training and new staffing needs to ensure an Exchange meets identified State goals and compliance guidelines established by the ACA. Needed staffing roles and responsibilities are included.

It also includes the core competencies required for an Exchange to enable hiring of appropriate staff/experts and a summary of core competencies needed for staff and experts to operate the Exchange.

Governance

This section describes the options for a proposed governance structure of the Exchange. It includes an analysis of the various options for an Exchange, weighing policy, financial and consumer benefits and challenges of each option. This section shall include a summary of all of the options and models available to run the Exchange, including the legal framework under which each would operate.

Finance

This section summarizes the financial sustainability of the Exchange. It includes and analysis of all financial/budgetary aspects of efficiently implementing and maintaining an Exchange, including identifying systems to handle and safeguard cash collections, reconciliation of premium tax credits and cost sharing subsidies, and selection of accounting systems. It also includes an analysis of funding needs and sources for long-term financial stability/sustainability of the Exchange and a summary of the needs to ensure financial viability and sustainability of the Exchange, including an analysis of the administrative fees that will be needed to address Exchange infrastructure.

This section also includes an analysis of the potential financial impact on the state's various Exchange options. It includes a summary of the costs associated with, but not directly related to the operation of the Exchange.

This section also includes a description of appropriate internal and external controls. This should be done by considering and identifying the necessary accounting and auditing standards for various forms of an Exchange. The resources necessary to meet reporting obligations to the Secretary of Health and Human Services should also be considered and identified. This section includes a summary of proposed internal and external controls needed to ensure adherence to required State and Federal reporting requirements.

Technical Infrastructure

This section summarizes the technical infrastructure described in Segment 6.

Business Operations

This section describes a business plan for the operation of an Exchange. It includes a comprehensive analysis of the business operations necessary to support chosen model of an Exchange to meet all minimum commercial insurance functions required of an Exchange under the ACA and all other commercial insurance functions included in the Exchange model. It should identify those commercial insurance functions that can be integrated into the Exchange and those functions that should be retained outside the Exchange to: (i) avoid duplication; (ii) maximize outcomes; and (iii) avoid gaps. It includes a full-scale business model/plan, including estimates of transactional volumes. This section also includes an evaluation of the use of an aggregator banking function by which payments from different sources can be combined into one payment to be delivered to a healthcare provider. It also describes best method for assessing quality (e.g. plan design, actuarial value) of the Exchange's insurance plans and communicating this information to consumers.

This section also includes an analysis of the procedures for certification, recertification and decertification of health plans as "qualified health plans" under the ACA and an analysis of compliance with existing State insurance law mandates in the context of the Exchange offering coverage including qualified health plans comprised of "essential health benefits package".

This section also includes an evaluation of the best methods for delivering assistance to consumers regarding subsidy eligibility and granting certifications for coverage mandate hardship exemptions.

Regulatory or Policy Actions

This section describes the regulatory and policy actions required to implement and operate the commercial insurance portion of the Exchange. It includes and analysis of current New Hampshire laws and regulations relevant to planning the Exchange. This will be done by conducting an in-depth analysis of policy/legal/rule changes required to fully implement ACA.

This section describes how the Exchange shall comply with all applicable federal and state legal and policy requirements. This includes, but is not limited to, a gap analysis comparing the functions and operations of the Exchange with current New Hampshire laws and administrative rules.

This section also includes a summary of policy/legislative recommendations in the context of establishing a New Hampshire Exchange and implementing the ACA and recommendations for policy changes and draft legislative language to support the policy changes needed to establish and operate the Exchange in New Hampshire.

Conceptual Development Plan

This section describes a project plan for the development of an Exchange. It identifies activities and deliverables, key milestones, objective measures of success, and specific dates for milestones that must be achieved. It provides an overall roadmap for implementing an Exchange for New Hampshire.

Segment 2

The Segment 2 deliverable is an economic and demographic analysis of the impact of the Exchange on the commercial insurance market and the state's uninsured population.

The Health Insurance Impact Analysis is an analysis of the insurance market generally it includes a projection of trends and anticipated changes in demand or supply, including the potential impact of different Exchange models on the insurance market, plan design, premium levels and market segments.

Segment 3

There are two deliverables in Segment 3: **Health Insurance Market Analysis** and **Macroeconomic Model and Analysis**.

- The Health Insurance Market Analysis is an impact analysis of demand to project trends in order to develop a financial model for the Exchange. It shall include a comprehensive analysis of New Hampshire's health insurance market, including: (i) review of available plan designs and payment models; (ii) analysis of the risks of adverse selection between the Exchange and commercial insurance markets; (iii) review of the application of existing/future New Hampshire health insurance mandates in the context of an Exchange; (iv) analysis of standardized benefits programs; (v) in a joint effort with NHDHHS, an analysis of a basic health insurance plan option in the Exchange that may include current Medicaid enrollees; and (vi) analysis of a catastrophic health plan for young adults. This effort may include a carrier survey.
- The Macroeconomic Model and Analysis is in the context of the Exchange, a macroeconomic model to: (i) predict migration between public health, public sector and commercial health insurance plans and programs based on price (including tax benefits), benefits and plan designs; (ii) analyze the effect of New Hampshire state insurance law mandates; and (iii) identify and quantify the risks of adverse selection and insurance market disturbance.

Segment 4

There are three deliverables in Segment 4: **Stakeholder Outreach and Education Plan, Stakeholder Assessment and Public Outreach and Education Plan.**

- The Stakeholder Outreach and Education Plan is a plan to inform, educate and involve identified stakeholders. It includes the identification of key stakeholders, including but not limited to providers (including safety net providers), carriers, consumers, employers/business associations, advocates, organized labor, insurance producers, policymakers/legislators, charitable organizations, and community-based organizations. The Stakeholder Outreach and Education Plan includes a plan for conducting a testing plan for an Exchange.
- A Stakeholder Assessment shall be prepared that summarizes individual stakeholder needs and goals for the design of an Exchange.
- The Public Outreach and Education Plan is a general public education and outreach plan regarding the Exchange. It includes conducting public meetings and presentations and travel throughout the state. It also includes a rollout plan that includes the media.

Segment 5

There are two deliverables in Segment 5: **Program Integration Analysis and Feasibility Study of Exchange Capacity**

- The Program Integration Analysis is an analysis that considers the integration requirements for commercial insurance, including benefit design and information systems with public programs to ensure continuity of coverage in the Exchange.
- The Feasibility Study of Exchange Capacity identifies the infrastructure required to support the ability of the Exchange to integrate payment reform initiatives, including Accountable Care Organizational structures, and to perform functions such as eligibility determinations and benefit design for the commercially insured and public program populations.

Segment 6

There are four deliverables in Segment 6: **Exchange Technical Infrastructure, Exchange System Integration Requirements, Existing Systems Assessment and Conceptual Modification Requirements and Exchange Conceptual System Design and System Specifications.**

- The Exchange Technical Infrastructure is a summary of fundamental, necessary technical infrastructure to support the commercial insurance market functions of the Exchange. It includes an evaluation of the Exchange infrastructure necessary to support customer service, including a call center, web portal, cost of coverage calculator, and ongoing outreach and education efforts.
- The Exchange System Integration Requirements is an identification of the integration requirements. It includes system(s) integration and data security requirements for the commercial insurance functions of the Exchange.

- The Existing Systems Assessment and Conceptual Modification Requirements is an identification of required changes to existing systems and IT infrastructure to ensure interoperability of the commercial insurance functions of the Exchange with other plans/programs.
- The Exchange Conceptual System Design and System Specifications is a summary of the IT structure for transaction processing, including collections / remittances. It includes a conceptual technical design of the commercial insurance portion of the Exchange itself.

APPENDIX C: FORM OF CONTRACT

State of New Hampshire Terms and Conditions

All RFP terms and conditions including but not limited to the following Terms and Conditions, shall constitute the basis for any and all Contracts resulting from the RFP.

STATE OF NEW HAMPSHIRE **TERMS AND CONDITIONS**

Effective Date: Completion of Services

The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approves this Contract (the “Effective Date”).

The State does not require the Vendor to commence work before the Effective Date; however, if the Vendor commences work before the Effective Date, such work shall be performed at the sole risk of the Vendor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Vendor for any costs incurred or Services performed; however if the Contract becomes effective all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

Conditional Nature of Contract

Notwithstanding any provision in the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving the Vendor notice of such termination.

In addition, notwithstanding any provision in the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon approval by the Office of the National Coordinator (ONC) for Health Information Technology, United States Department of Health and Human Services. The Office of the National Coordinator for Health Information Technology’s review will include, but not limited to, approval of deliverables and other criteria established by the ONC.

Contract Price: Limitation on Price: Payment

The payment by the State of the Contract price shall be the only, and the complete reimbursement to the Vendor for all expenses, of whatever nature, incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services provided under the Contract. The State shall have no liability to the Vendor other than the Contract price.

The State reserves the right to offset from any amounts otherwise payable to the Vendor under the Contract those liquidated amounts required or permitted under RSA 80:7 through 7-C, or any other provision of law.

In no event shall the total of all payments authorized, or actually made, exceed the total price limitation of the Contract.

Compliance by Vendor with Laws and Regulations: Equal Employment Opportunity

In connection with the performance of the Contract, the Vendor shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. The Vendor shall also comply with all applicable local, state, and federal licensing requirements and standards necessary in the performance of the Contract.

During the term of the Contract, the Vendor shall not discriminate against employees or applicants for employment in violation of applicable state or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap or national origin and shall take affirmative action to prevent such discrimination.

If the Contract is funded in any part by monies of the United States, the Vendor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41. C.F.R. Part 60), and with any rules, regulations and guidelines as the state of New Hampshire or the United States issue to implement these regulations. The Vendor further agrees to permit the state or United States, access to any of the Vendor's books, records, and accounts for ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of the Contract.

Regulatory/Governmental Approvals

Any Contract awarded under the RFP shall be contingent upon the Vendor's obtaining all necessary and applicable regulatory or other governmental approvals.

Personnel

The performance of the Vendor's obligations under the Contract shall be carried out by the Vendor. The Vendor shall at its own expense provide all personnel, materials and resources required under the Contract and as necessary to perform the Services under the Contract.

The Vendor shall not hire, and shall permit no subcontract or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

Before the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

The parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute.

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

Termination

Termination for Default

Unless otherwise provided in the Contract, the state shall provide the Vendor written notice of default, and the Vendor must cure the default within thirty (30) days, unless otherwise indicated within by the state ("Cure Period"). If the Vendor fails to cure the default within the Cure Period, the state may terminate the Contract, at its sole discretion, and pursue its remedies at law or in equity or both.

Termination for Convenience

The state may, at its sole discretion, terminate the Contract, in whole or in part, by thirty (30) days written notice to the Vendor. In the event of such termination for convenience, the state shall pay the Vendor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the state or for work approved by the state.

During the thirty (30) day period, the Vendor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the state from such winding down and cessation of Services.

Termination for Conflict of Interest

The state may terminate the Contract by written notice if it is found that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In the event the Contract is terminated as provided above pursuant to a violation by the Vendor, the state shall be entitled to pursue the same remedies against the Vendor as it could pursue in the event of a default of the Contract by the Vendor.

Termination Procedure

Upon termination of the Contract, the state, in addition to any other rights provided in the Contract, may require the Vendor to deliver to the state any property, including without limitation, Software and Written Deliverables, for such part of this Contract as has been terminated.

After receipt of a Notice of Termination, and except as otherwise directed by the state, Vendor shall:

- a.** Stop work under this Contract on the date, and to the extent specified, in the notice;
- b.** Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the state to the extent required, which approval or ratification shall be final for the purpose of this Section;

- c. Take such action as the state directs, or as necessary to preserve and protect the property related to this Contract which is in the possession of Vendor and in which state has an interest;
- d. Transfer title to the state and deliver in the manner, at the times, and to the extent directed by the state, any property which is required to be furnished to state and which has been accepted or requested by the state; and
- e. Provide written Certification to the state that Vendor has surrendered to the state all said property.

Force Majeure

Neither Vendor nor the state shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, block outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Confidential Information

In performing its obligations under the Contract, the Vendor may gain access to information of the state, including Confidential Information. The Vendor shall not use information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.

The Vendor agrees to maintain the confidentiality of and to protect from that becomes available to the Vendor in connection with its performance under the Contract, regardless of its form. Subject to applicable federal or state laws and regulations, Confidential Information shall not include information which: (i) receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the state's information shall require prior written approval of the state. The Vendor shall immediately notify the state if any request, subpoena or other legal process is served upon the Vendor regarding the state's information, and the Vendor shall cooperate with the state in any effort it undertakes to contest the subpoena or other legal process.

In the event of unauthorized use or disclosure of the state's information, the Vendor shall immediately notify the state, and the state shall immediately be entitled to pursue any remedy at law, including, but not limited to injunctive relief.

Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the state is subject to the Right to Know law, RSA Chapter 91-A. The state shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with

applicable laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the state receives a request for the information identified by the Vendor as confidential, the state shall notify the Vendor and specify the date the state shall be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the state shall release the information on the date specified in the state's notice to the Vendor without any state liability to the Vendor.

This Section shall survive termination or Contract Conclusion.

Change of Ownership

In the event that the Vendor should change ownership for any reason whatsoever, the state shall have the option of continuing under the Contract with the Vendor or its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Vendor or its successors or assigns for such period of time as determined necessary by the state; or immediately terminating the Contract without liability to the Vendor, its successors or assigns.

Vendor's Relation to the State

In the performance of the Contract, the Vendor is in all respects an independent Contractor, and is neither an agent nor an employee of the state. Neither the Vendor nor any of its officers, employees, agents, or members shall have authority to bind the state or receive any benefits, worker's compensation or other emoluments provided by the state to its employees.

Assignment, Delegation and Subcontracts

The Vendor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the state. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the state's prior written consent shall be null and void.

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, subcontractors or other transferees ("Successor") are used, unless otherwise agreed to in writing by the state and the Successor fully assumes in writing any and all obligations and liabilities under the Contract. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall neither relieve the Vendor of any of its obligations under the Contract nor shall it affect any remedies available to the state against the Vendor that may arise from any event of default of the provisions of the Contract. The state shall consider the Vendor to be the sole point of contact with regard to all Contractual matters, including payment of any and all charges resulting from the Contract.

Indemnification

The Vendor shall indemnify, defend and hold harmless the state, its officers and employees, from and against any and all losses suffered by the state, its officers and employees, and any and all claims, liabilities or penalties asserted against the state, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts the acts or omissions of the Vendor, its personnel or agents during the course of performance of the Services hereunder.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the state, which immunity is hereby reserved to the state.

This Section shall survive termination or Contract Conclusion.

Intellectual Property

The state shall hold all ownership, title, and rights in any Deliverables and Documentation developed in connection with performance of obligations under the Contract, the state shall have sole right to produce, publish, or otherwise use such Deliverables, and Documentation developed under the Contract and to authorize others to do so in accordance with 45 CFR 95.917, stipulated below:

Software and ownership rights

(a) General. The state or local government must include a clause in all procurement instruments that provides that the state or local government shall have all ownership rights in software or modifications thereof and associated Documentation designed, developed or installed with Federal financial participation under this subpart.

(b) Federal license. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and Documentation.

(c) Proprietary software. Proprietary operating/Vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in paragraphs (a) and (b) of this section. FFP is not available for proprietary applications software developed specifically for the public assistance programs covered under this subpart

Insurance

The Vendor shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, both for the benefit of the state, the following insurance:

Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

The policies shall be the standard form employed in the state of New Hampshire, issued by underwriters acceptable to the state, and authorized to do business in the state of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the state.

Waiver of Event of Default

No failure by the state to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any default shall be deemed a waiver of the right of the state to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

Notice

Any notice by a party to the other party shall be deemed to have been duly delivered or given at the time of mailing by registered mail, postage prepaid, in a United States Post Office addressed to the parties at the following addresses.

TO VENDOR:

[Name]

[Address]

[City, State] [Zip]

[Telephone Number]

TO STATE:

Leslie Ludtke, Contract Administrator

State of New Hampshire

New Hampshire Insurance Department

21 South Fruit Street, Ste 14

Concord, NH 03301

(603) 271-2261

Amendment

The Contract 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.

Construction of Contract and Terms

The Contract shall be construed in accordance with the laws of the state of New Hampshire, and applicable federal laws and regulations, including but not limited to 45CFR92.36 Procurement, 45CFR92.42 Retention and Access Requirements for Records, 45CFR95.615 Access to Systems and Records, and 45CFR95.617 Software and Ownership Rights, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. Any action may only be brought in the State of New Hampshire Merrimack County Superior Court.

Vendors and the state shall comply with all

Third Parties

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

Headings

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

Exhibits

The Exhibits referred to in and attached to the Contract are made a part of it as if fully included in the text.

Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive.

Entire Contract

The Contract, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Contract and understanding between the parties, and supersedes all prior Contracts and understandings.

Sample Certificate of Vote

CERTIFICATE

(Corporation Without Seal)

I, _____, Clerk/Secretary of the
_____, do hereby certify that:

- (1) I am the duly elected and acting Clerk/Secretary of the _____, a
_____ corporation (State of incorporation) (the "Corporation");
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the _____ day of _____, 2006, which meeting was duly held in accordance with _____ (State of incorporation) law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a Contract with the state of New Hampshire, acting by and through the New Hampshire Insurance Department and that the corporate officer executing this contract is authorized and directed for and on behalf of this Corporation to enter into the said Contract with the state and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

- (5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof;
- (6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

_____ President

_____ Vice President

_____ Treasurer

and;

(7) the corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this _____ day of _____, 2010.

Clerk/Secretary

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, 2010, before me,
_____, the undersigned Officer, personally appeared
_____, who acknowledged her/himself to be the
_____, of _____, a corporation,
and that she/he, as such _____ being authorized to do so, executed the
foregoing instrument for the purposes therein contained, by signing the name of the corporation by
her/himself as _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public/Justice of the Peace

My Commission Expires: _____

APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

This Appendix provides guidance to Vendors regarding how narrative responses should be prepared.

Vendors must provide narrative responses for both the Proposed concept and the Technical, Services and Project Management topics defined in this RFP.

Vendors should explain their flexibility to provide work on only **some** of the segments they bid on. For example, if a Vendor proposes on ALL segments, is Vendor willing to provide services for only SOME segments, such as 1 only, 6 only, or 1 and 6, but not the others?

Proposed Concept

The Proposed Concept narrative describes the Vendor's approach to meeting the requirements and creating the deliverables of this RFP. Vendor shall identify the segments bidder is bidding on. For each of those segments, vendor shall describe vendor's proposed approach.

The following items must be included in bidder's Proposed Solution:

- Project organization chart
- Project team roles and responsibilities
- Approach to providing services and creation of deliverables
- Project plan – showing activities, deliverables, milestones, and timeline

The following items should be considered for inclusion in Vendor's Proposed Concept:

- Stakeholder involvement
- Information gathering techniques – survey, interviews, workshops, etc.
- Information sharing techniques – e-mail updates, project review meetings, stakeholder updates, etc.
- Documentation management – document repositories, meeting minutes, etc.
- Deliverable review process
- Strategies for building consensus – methods, techniques, rules, etc.
- Dealing with issues – resolving, mitigation strategies, compromise strategies
- Setting timelines
- Integrating work with other segments

Vendors should include additional information that is important to convey their proposed concept.

Technical, Services and Project Management

The Technical, Services and Project Management narrative describes the Vendor's capabilities and how those capabilities shall be used in the following topic areas:

- Technical Knowledge
- Industry Experience
- Planning Experience
- Project Management Expertise

Technical Knowledge

Vendor must describe Vendor's Technical Knowledge related to the segments Vendor is proposing on. Items to consider include, but are not limited to, demonstrated knowledge and expertise in:

- Health Benefit Exchanges
- Insurance Exchanges
- NH Health Insurance Market
- NH Medicaid eligibility and enrollment
- Research and analyses
- Econometric and actuarial modeling
- Communication planning and execution
- NH stakeholder community
- Facilitation of workgroups
- Creation of planning documents
- Patient Protection and Affordable Care Act – knowledge of provisions, requirements, etc.

Industry Experience

Vendor must describe Vendor's Industry Experience related to the segments Vendor is proposing on. Items to consider include, but are not limited to, experience in:

- Federal Government – HHS, CMS, OCHIO, etc.
- State Government – State HHS, State Insurance Regulation, State of New Hampshire, etc.
- Health Benefit Exchanges – Massachusetts Connector, etc.
- Public Sector / Non-Profits related to health insurance, including Medicaid
- Health Insurance Industry – markets, New Hampshire Markets, etc.

Planning Experience

As applicable, Vendor must describe Vendor's Planning Experience related to the segments Vendor is proposing on. Items to consider include, but are not limited to, experience in:

- Strategic Planning – Federal / State Government (HHS and health insurance)
- Operational Planning – Federal / State Government (HHS and health insurance)

Project Management Expertise

As applicable, Vendor must describe Vendor's Project Management Expertise related to the segments Vendor is proposing on. Items to consider include, but are not limited to, expertise in:

- Project Management Methodologies – methods, techniques, tools, frameworks, best practices, etc.
- Managing Projects of Similar Type – scope/size, State government, HBE, diverse stakeholders, etc.

APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

To facilitate evaluation of Vendor qualifications, the State seeks information about: (1) corporate qualifications of each Vendor proposed to participate in the Project, and (2) proposed Team organization and designation of key staff. This appendix identifies specific information that must be submitted.

Required Information on Corporate Qualifications

Information is required on all Vendors that shall participate in the Project.

E-1.1 Vendor and Subcontractors

The Vendor submitting a Proposal to this RFP must identify any Subcontractor(s).

E-1.1.1 Overview (5 page limit)

Identify the proposed role of the vendor on the Project. Describe the major business areas of the vendor. Provide a description of the vendor's organization and size.

Qualifications of Key Staff

To evaluate qualifications of key staff, the state will consider three (3) factors:

- a) Proposed Team organization, designation and identification of key staff.
- b) Qualifications of Vendor staff.

The Vendor shall provide a resume not to exceed three (3) pages for each key Vendor staff position on the Project Team. Each resume should address the following:

- The individual's educational background;
- An overview of the individual's work history;
- The individual's project experience, including project type, project role and duration of the assignment;
- Any significant Certifications held by or honors awarded to the candidate; and
- References, with contact information that address performance on past projects.

APPENDIX F: PRICING WORKSHEETS

Vendor's Price Proposal must be submitted using the worksheet formats in this appendix.

Vendor Pricing Worksheet

The Vendor shall include pricing for all of the activities, deliverable and milestones described in Vendor's Proposal for each segment that Vendor is proposing on. Include sub-totals by Personnel, Travel Related Expenses and Other.

The following format must be used to provide this information

Vendor Pricing Worksheet

Segment	Personnel	Travel and Related	Other	Total
S1 Overall Planning Coordination and Creation of a Health Benefit Exchange Plan for New Hampshire	\$0	\$0	\$0	\$0
S2 Research and Analyses to Identify Development Requirements	\$0	\$0	\$0	\$0
S3 Econometric and Actuarial Modeling and Current Insurance Markets Study	\$0	\$0	\$0	\$0
S4 Stakeholder Involvement and Communication	\$0	\$0	\$0	\$0
S5 Program Integration Opportunities and Strategies	\$0	\$0	\$0	\$0
S6 Information Technology Assessment and High Level Design	\$0	\$0	\$0	\$0
Total Price	\$0	\$0	\$0	\$0
Bundled Price for all Segments	\$0	\$0	\$0	\$0

The projected cost should be supplied for each segment Vendor wishes to perform.

Vendor Personnel Rates Worksheet: Vendor shall submit a worksheet using the following template to support its projected cost.

Position Title	Name	Days	Daily or Hourly Rate	Total Projected Cost
<i>Project Manager (S1)</i>	<i>John Smith</i>	0	\$0	\$0
<i>Business Analyst (S1)</i>	<i>Mary Doe</i>	0	\$0	\$0
<i>Financial Analyst (S2)</i>	<i>Dave Johnson</i>	0	\$0	\$0
<i>Economist (S3)</i>	<i>NOT BIDDING ON S3</i>	0	\$0	\$0
<i>Communication Specialist (S4)</i>	<i>Sally Rogers</i>	0	\$0	\$0

<i>Program Specialist (S5)</i>	<i>NOT BIDDING ON S5</i>	0	\$0	\$0
<i>IT Specialist (S6)</i>	<i>NOT BIDDING ON S6</i>	0	\$0	\$0
<i>Health Benefit Exchange Expert</i>	<i>TBD</i>	0	\$0	\$0
<i>Quality Assurance Manager</i>	<i>TBD</i>	0	\$0	\$0
			Total	\$0

APPENDIX G: ADDITIONAL REQUIRED DOCUMENTS

Documents Required

- a.** Certificate of Good Standing/Authority
(Dated after April of the current year and available from the Office of the Secretary of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on:
www.State.nh.us/sos/corporate/index.htm)
- b.** Certificate of Vote (Appendix G)
- c.** Proof of Insurance Compliance