State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS RFP-2017-DPHS-03-CANCE

FOR

Cancer Registry Operations

JULY 15, 2016

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1. INTRODUCTION

1.1. Purpose and Overview

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified applicants to operate an incidence-based statewide cancer registry system to collect statewide data on new cancer cases diagnosed among New Hampshire residents. There is no active follow-up on patients. Currently, the Department of Health and Human Services (DHHS) receives about 8,000 cases per year.

The goal of this RFP is to contract with a vendor that will conduct statewide cancer data collection, data processing, quality assurance and database management activities for the New Hampshire State Cancer Registry in accordance with DHHS rules and regulations, and National Standards. The collected data is used for various purposes, such as:

- Analyzing cancer trends, including cancer incidence, and mortality rates to help inform program planning and evaluation.
- By researchers locally and nationally to help identify causes and inform treatment of cancers.
- To help respond to public concerns about potential cancer clusters and to assist with investigations.

DHHS provides data annually to the Centers for Disease Control and Prevention (CDC) and the National Program for Cancer Registry (NPCR). NPCR and the North American Association of Central Cancer Registries (NAACCR) provide assessments of New Hampshire's data quality and completeness. The New Hampshire DHHS has been awarded the gold certification consistently by NAACCR as one of the best quality Cancer Registries in the country.

1.2. Request for Proposal Terminology

Bidder – Organization submitting a proposal in response to the RFP
CDC – US Centers for Disease Control and Prevention
CTR - Certified Tumor Registrar's
DHHS – Department of Health and Human Services
DPHS – Division of Public Health Services
G&C – Governor and Executive Council
NAACCR – North American Association of Central Cancer Registries
NPCR – National Program for Cancer Registries
RFP – Request for Proposals. A Request for Proposals means an invitation to submit a proposal to provide specified goods or services, where the particulars of the goods or services and the price are proposed by the vendor and, for proposals meeting or exceeding specifications, selection is according to identified criteria as provided by RSA 21-I:22-a and RSA 21-I:22-b.
SFY – State Fiscal Year, a term that begins July 1 and ends June 30
Vendor – Contractor

1.3. Contract Period

The Contract resulting from this RFP will be effective November 1, 2016, or upon Governor & Executive Council approval, whichever is later through June 30, 2018.

The Department may extend contracted services for up to two (2) additional years, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

2. BACKGROUND AND REQUIRED SERVICES

2.1. New Hampshire DHHS Division of Public Health Services

The mission of the New Hampshire Department of Health and Human Services (DHHS), Division of Public Health Services (DPHS) is to assure the health and well-being of communities and populations in New Hampshire by promoting and protecting the physical, mental and environmental health of its citizens, by preventing disease, injury, disability and death, and preparing for public health emergencies.

Cancer became a reportable disease in New Hampshire in 1985, and since 1986 the New Hampshire State Cancer Registry (NHSCR) has been charged with identifying all new cases of cancer occurring among New Hampshire residents.

The CDC through the National Program of Cancer Registries (NPCR) grants monies to the DHHS to run the NHSCR. In turn, this grant and matching money from the state are used to support the registry activities and to assure the quality of the data collected.

2.2. Results

NHSCR receives reports from hospital registrars operating in all large hospitals, from physician practices, freestanding radiation and surgical oncology centers, out-of-state pathology laboratories, and other sources, as required by New Hampshire state law. NHSCR also receives reports of cancer cases from other sources in New Hampshire including New Hampshire Division of Vital Records Administration, and other state cancer registries. NHSCR identifies cases that are reported from New Hampshire institutions, but which represent cancers occurring in residents of other states. NHSCR subsequently transmits these reports to the appropriate cancer registries for the states of Massachusetts, Vermont, Maine, Rhode Island, Connecticut, New York and Florida. Ultimately, the NHSCR develops a file of new cancer cases occurring in a given year among New Hampshire residents. These cases form the basis of the NHSCR data file and are used by the DHHS and others through data-use agreements to inform programming, analyze trends in cancer incidence and mortality, and to respond to public concerns regarding cancer clusters.

NHSCR participates in the NPCR annual call for data. NPCR annually assesses the completeness of the data reported by state cancer registries and periodically conducts audits of data quality. In addition to the NPCR, NHSCR also participates in the North American Association of Central Cancer Registries (NAACCR) call for data. NAACCR provides an assessment of data completeness and quality for central cancer registries. In the past 10 years, NHSCR has remained one of the top population based state cancer registries in the United States, in terms of both its data quality and completeness, as assessed by the independent sources. This would not have been possible without the help and collaboration of numerous individuals; most notably, are cancer registrars and medical information staff in hospitals and other facilities throughout New Hampshire and the professional staff of DHHS.

DHHS in association with the New Hampshire Comprehensive Cancer Collaboration (NHCCC) and other partners in public health and cancer control have developed The State Cancer Plan, 2015-2020 (available at: http://www.nhcancerplan.org/nhccc/publications/nhcancerplanbook.pdf). NHSCR, with rich sources of information, has played a key role in developing the goals and objectives for this plan. DHHS staff, in association with NHSCR staff, also conducts special studies of cancer, by using the NHSCR database as a starting point for a more focused analysis of cancer and disease by socio-demographic, health care, and costs. The registry is also the source for cases for potential enrollment in studies of cancer epidemiology, and it also serves as a source of data for scientists engaged in other types of investigation like linkage studies.

The New Hampshire DHHS has been awarded the gold certification consistently by NAACCR as one of the best quality Cancer Registries in the country.

3. STATEMENT OF WORK

3.1. Covered Populations and Services

The area served is statewide. The Contractor will conduct statewide cancer data collection, data processing, quality assurance and database management activities for the New Hampshire State Cancer Registry in accordance with NH DHHS, RSA 141-B, He-P 304 NH administrative rules (http://www.gencourt.state.nh.us/rules/state_agencies/he-p300.html), United States Public Law 102-515 (http://www.cdc.gov/cancer/npcr/pdf/publaw.pdf) and guidelines and standards set by National Program for Cancer Registry (NPCR) (http://www.cdc.gov/cancer/npcr/pdf/npcr_standards.pdf) and the North American Association of Central Cancer Registries (NAACCR) (http://naaccr.org/StandardsandRegistryOperations/VolumeII.aspx).

Activities will be conducted in a manner designed to complement activities performed by DHHS, resulting in seamless integration between contractor activities and NHSCR operations. The Contractor shall provide web-based connectivity for database users, provide database management expertise and technical services, conduct quality assurance/quality control activities, provide system security, and provide all means sufficient to complete the requirements listed in Exhibit A.

3.2. Cancer Registry Operation Required Services

The Bidder shall:

3.2.1 Operate an incidence-based statewide cancer registry reporting system in accordance with RSA 141-B and Part He-P 304.0 of the New Hampshire Administrative Rules http://www.gencourt.state.nh.us/rules/state_agencies/he-p300.html**).** Collect information and maintain an electronic database of all incident cancer cases occurring among the New Hampshire population including all neoplasms listed in the 10th Revision of the International Classification of Diseases, ICD-10 CM codes C 0 0 - D 4 9 , published by CDC, available at the CDC website **(**http://www.cdc.gov/nchs/icd/icd10cm.htm) or comparable ICD-O codes listed in the "International Classification of Diseases for Oncology," 3rd Edition published by the World Health Organization (WHO), available at the WHO website www.who.int/classifications/icd/adaptations/oncology/en/ but excluding:

1. Carcinoma in-situ of skin, ICD-10-CM D04, and other malignant neoplasms of the skin, ICD-10-CM C44 with histology 8000-8110;
2. Benign neoplasms, ICD-10-CM D10-D36;
3. Carcinoma in-situ of the cervix, ICD-10 CM D06; and
4. Other neoplasms (malignant and pre-malignant) not listed above as mutually agreed to by the DHHS and the contractor.

3.2.2 Facilitate and encourage submission of reports for each incident case defined in RSA 141-B:7 (http://www.gencourt.state.nh.us/rsa/html/X/141-B/141-B-mrg.htm), all the data variables listed in administrative rule He-P 304.02 by "health facilities" within an expected time frame as listed in administrative rule He-P 304.01(e) and He-P 304.01(l) (http://www.gencourt.state.nh.us/rules/state_agencies/he-p300.html). ("Health Facilities" shall be defined as any governmental or private agency, department, institution, clinic, hospital, health maintenance organization, association, physician, hospice, freestanding radiation oncology, medical oncology group, in-state or out-of-state hospital pathology laboratory, nursing homes, and home health services or other similar unit that diagnoses or provides treatment for cancer.)

3.2.3 Inform the DHHS of facilities that remain out of compliance with reporting requirements despite contractor notification in the following situations:

1. Denial or lack of access to pathology reports or medical records;
2. Lack of submission of reports within 1 month of expected date; and
3. Lack of response to letter or other formal inquiry within 1 month.

3.2.4 Collect additional follow-up data relating to treatment and disease status of Breast and Colorectal cancer cases diagnosed in 2011 for the Patient Centered Outcomes (PCO).

Q1. How will you facilitate and encourage submission of reports from health providers and/or health facility administrators or supervisors?

3.3. Timetable of Data Deliverables

3.3.1. At the close of the diagnosis year being evaluated for the National Data Quality Standard (formerly known as the 24-Month Standard), the NHSCR data shall meet the following five data quality criteria:

1. Data are 95% complete based on observed-to-expected cases as computed by CDC.
2. There are 3% or fewer death-certificate-only cases.
3. There is a 1 per 1,000 or fewer unresolved duplicate rate.
4. The maximum percent missing for critical data elements are:
   i. 2% age
   ii. 2% sex
   iii. 3% race
   iv. 2% county
5. 99% pass a CDC-prescribed set of standard edits

3.3.2. The Bidder shall ensure a 90% complete rate for all cases among NH residents, regardless of where they received their cancer care, within 15 months of date of diagnosis.

3.3.3. At the close of the diagnosis year being evaluated for the Advanced National Data Quality Standard (formerly known as the 12-Month Standard), the NHSCR data shall meet the following data quality criteria:

1 Data are 90% complete based on observed-to-expected cases as computed by CDC.
2 There is a 2 per 1,000 or fewer unresolved duplicate rate
3 The maximum percent missing for critical data elements are:

i. 3% age

ii. 3% sex

iii. 5% race

iv. 3% county

4 97% pass a CDC-prescribed set of standard edits.

i. Maintain the NHSCR database from a physical location within a seventy five (75) mile radius of the DHHS, located in Concord. The rationale for this requirement is that the DHHS provides technical and administrative oversight of the NHSCR operations which includes on-site visits to the NHSCR contractor. In addition, appropriate contractor personnel are required to attend regular meetings with DHHS staff as well as other meetings as necessary.

ii. Allow full participation of the DHHS in the ongoing, onsite operations of the contractor including interacting directly with contractor staff, viewing abstract processing, participating in customizing registry software selecting edits, aspects of database management, system security, and quality assurance that the DHHS deems necessary.

iii. Provide the DHHS with technical assistance and expertise on matters within the scope of work of the contract.

Q2. How you will meet the data deliverables?

3.4. Case Ascertainment Activities

3.4.1. Establish and implement case reporting from any new or existing free-standing radiation oncology facility in the state.

3.4.2. Establish and implement case reporting from any new or existing free-standing medical oncology group in the state.

3.4.3. Establish and implement case reporting from any new or existing free-standing surgical oncology group in the state.

3.4.4. Establish and implement electronic case finding from hospital or private pathology labs and from out- of-state pathology laboratories.

3.4.5. Perform death clearance on quarterly basis. Death clearance should be performed by matching records in the NHSCR with New Hampshire mortality data provided by the DHHS and with National Death Index to determine the level of the NHSCR's record completeness for in-state and out-of-state deaths to New Hampshire residents where cancer is identified as a cause of death.

3.4.6. For in-state deaths, the contractor shall make a determination as to the cause of and appropriate correction for cancer incidents not reported to the NHSCR. This should include contacting the certifier of the death for case follow back as necessary. For deaths of individuals in NHSCR database, the contractor shall electronically update the Vital Status, date of death and cause of death for matching cases.

3.4.7. Operate query systems that cross checks definitive reports, rapid reports, and non-reportable data sources using data linkage processes to ensure maximum case ascertainment.

3.4.8. Within 30 days after the contract start date, the contractor shall create or update the NHSCR operations manual. This manual on NHSCR procedures is for potential distribution to all reporting health providers and health facilities. The manual will provide documentation of the objectives, implementation and operation of the registry. All the contractor staff of NHSCR and DHHS shall be provided with a copy of the manual. This manual shall contain, at a minimum:

1. Most current reporting laws/regulations
2. List of reportable diagnoses
3. List of required data items
4. Procedures for data processing operations including:

   i. Procedures for monitoring timeliness of reporting

   ii. Procedures for receipt of data

   iii. Procedures for database management including a description of the Registry Operating System (software).

   iv. Procedures for conducting death certificate clearance

   v. Procedures for implementing and maintaining the quality assurance/control program

   vi. Procedures for conducting follow-back to reporting facilities on quality issues. These procedures include rules for identifying when action or further investigation is needed

   vii. Procedures for conducting record consolidation

   viii. Procedures for maintaining detailed documentation of all quality assurance operations.

   ix. Procedures for education and training

5. Procedures for conducting data exchange including a list of states with which case-sharing agreements are in place

6. Procedures for conducting data linkages

   i. Procedures insuring confidentiality and data security including disaster planning

   ii. Procedures for data release including access to and disclosure of information

iii. Procedures for maintaining and updating the operational manual.

3.4.9. Revise the NHSCR operations manual when any changes are made to policies and procedures relating to the NHSCR activities based on contractor need or as requested by the DHHS. Submit the changes to the DHHS, who will review and seek revision or approve within 30 days.

3.4.10. Within 30 days after the contract start date, review and update existing documents for reporting facilities, including letters, user application forms, reporting requirement document, Webplus user guides, etc. Determine needed updates in consultation with the DHHS. When updates are needed, develop updated material, obtain approval of the DHHS, and provide to reporting facilities and post them on web for easier access.

3.4.11. Site visits to New Hampshire hospitals conducted at least quarterly or as needed, review discharge, laboratory and pathology reports as well as medical charts to ensure the completeness of case reporting and accuracy for completion.

Q3. Describe your experience in creating and implementing case reporting deliverables.

3.5. Information Technology Activities

3.5.1. Within 30 days of the contract start date, provide and set up necessary computer hardware, including servers and computers for the NHSCR contractor staff, necessary to maintain the NHSCR database. Include the cost of the hardware and software in the financial proposal. All hardware and software shall be compatible with NPCR requirements.

3.5.2. Within 30 days of the contract start date, establish necessary secure internet connections and local connectivity for contractor staff to access the NHSCR servers and databases.

3.5.3. Within 30 days of the contract start date, provide connectivity for all reporting facilities to the NHCSR database on secure server.

3.5.4. Maintain secure web access to the NHSCR seven days per week for Web Plus on-line data entry and data file uploading.

3.5.5. Within 30 days of the contract start date, obtain from the prior NHSCR vendor a copy of the latest version of the confidential NHSCR database, and copies of hard copy logs and electronic logs of abstracts submitted to the NHSCR.

3.5.6. Within 30 days of the contract start date, install and utilize the current automated NHSCR data management system, developed and supported by the federal CDC, and populated with NHSCR data. Train staff in operation of CDC software systems. Work closely with CDC programmers to update all the components of the software, as required and participate in the relevant CDC software users group. (The DHHS maintains the discretion to utilize any kind of data management system. There shall be no modifications or upgrades to the software without the approval of the DHHS.)

3.5.7. Restrict reporting via Web Plus data entry or file upload to those reporters who have submitted signed agreements to become Web Plus users and are therefore authorized to access the database.

3.5.8. Within 30 days of the contract start date, develop and implement procedures for the electronic submission and processing of laboratory pathology and cytology reports utilizing NAACCR standards.

3.5.9. Within 30 days of the contract start date, maintain a computerized log of facilities and personnel who report data to NHSCR (in excel or access or any other system) which includes at minimum; facility ID, name and demographic information; names and contact information of personnel (reporters and supervisors), and log of prior facility contacts.

3.5.10. Within 30 days of the contract start date, obtain from the prior NHSCR vendor copies of manual logs of facility contacts and reports of technical assistance between Certified Tumor Registrar's (CTRs) and reporters. Maintain these files or modify or upgrade them with approval of the DHHS.

3.5.11. Within 30 days of the contract start date, maintain a computerized log of all abstracts received from each reporting facility that includes facility ID, number of abstracts received, date received , format of data received and NAACCR version if electronic submission.

3.5.12. Within 30 days of the contract start date, obtain from the prior NHSCR vendor copies of hard copy logs and electronic logs of abstracts submitted to NHSCR. Maintain these files or modify or upgrade them with the approval of DHHS. The DHHS will provide necessary contact information and facilitate this transfer.

3.5.13. Upgrade or replace user software and or hardware and make necessary changes to customize software because of advancing technology and or modifications required by DHHS, NPCR or NAACCR standards. Make further upgrade(s) or replacements(s) during the life of this contract, at an additional negotiated price, if so requested by DHHS and subject to all necessary state approvals.

3.5.14. Within 30 days of the contract start date, provide means for DHHS staff approved by the DHHS to periodically access data from NHSCR, while maintaining data security.

3.5.15. Develop and implement procedures for granting access to data to approved NHSCR staff.

Q4. Provide a schematic of the proposed IT set up, including configuration of the hardware (e.g. servers, computers), software, firewalls, and a written description of the configuration. Include a description of the data encryption to be deployed within different components of the IT environment.

3.6. Database Management Activities

3.6.1. Within 30 days of the contract start date, develop and implement procedures for the timely and accurate consolidation of cancer reports.

3.6.2. Consolidate tumor records and treatment information in accordance with standards set forth by NPCR, NAACCR or the Surveillance Epidemiology and End-Results (SEER).

3.6.3. Perform routine, standard edit checks on all reports received in accordance with NPCR and NAACCR standards. The contractor shall be responsible for the accuracy of the data it codes, edits and consolidates and for maintaining the integrity of the data from year to year. At a minimum, the editing and review of data would include:

1. Routine visual review of abstracts and error reports;
2. Installation and use of the most recent standard edit set metafiles as chosen by DHHS and the contractor;
3. Detection of errors during editing, documentation of errors found and corrections of errors detected;
4. Detection and consolidation of multiple abstracts (tumor records) received during the contract that match cases reviewed in current or prior years; and
5. Detection and removal of duplicate consolidated cases (that is two or more consolidated records for the same tumor in an individual);

3.6.4. Assure that the individual case records in the NHSCR automated database are computer-edited for duplicate records, invalid coding, improbable values, and inconsistencies prior to statistical processing and data compilation for analytical purposes. Areas to be edited include, but are not limited to:

1 Data Range Checks;
2 Geographic Coding Assignment;
3 Duplicate Record Checks;
4 Blank or no data items. Entries of “unknown” are to be made for all missing values that are not reported to the NHSCR and are not resolved after receipt of the report at the NHSCR;
5 Invalid values;
6 Relational items as follows:
   i. City at diagnosis field must only have values that exactly match legitimate New Hampshire City, town, or village names in list supplied by DHHS.
   ii. City at diagnosis, the code for county and state of diagnosis must always agree and where city at diagnosis exists, a code for county at diagnosis must be provided.
   iii. Vital status and cause of death fields must agree and cause of death must be a valid ICD9 or ICD10 cause of death code or one of the special NAACCR codes.
   iv. Records should be checked to make sure that the Medical Doctor name is correctly entered into first and last name fields.
   v. Records should be checked to compare sex of patient and the first name of the patient as a guide for determining correct entry of the record.
   vi. No logical conflicts shall exist between all the treatment diagnosis fields and the related reason for no treatment fields.
   vii. Apply applicable NPCR and NAACCR Central Registry edits to data fields.

3.6.5. Geocode all cancer reports of New Hampshire residents for address and census tract, for a given year and accurately incorporate new and revised coding into NHSCR database.

Q5. Describe your strategy for routine, continual detection and removal of duplicates, invalid coding, improper values, and inconsistencies from the NHSCR database prior to statistical processing and data compilation.

Q6. What is your strategy for detection and removal of duplicates after current accession year has closed?

3.7. Information and System Security Policies and Procedures

3.7.1. Maintain the confidentiality and integrity of information in accordance with the Health Insurance Portability and Accountability Act, Public Law 104-191 (https://aspe.hhs.gov/report/health-insurance-portability-and-accountability-act-1996) and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 (http://www.hipaasurvivalguide.com/hipaa-regulations/hipaa-regulations.php) and those parts of the HITECH Act as applicable (http://www.hipaasurvivalguide.com/hitech-act-summary.php). The contractor shall also maintain and protect the confidentiality of the database and information obtained and maintained during this contract in accordance to NH RSA 141-B (http://www.gencourt.state.nh.us/rsa/html/X/141-B/141-B-mrg.htm) and NH Administrative Rules He-P 304 (http://www.gencourt.state.nh.us/rules/state_agencies/he-p300.html) and shall acknowledge agreement with the Data Use Policy of the DHHS, which views NHSCR database as DHHS–owned database, with data release subject to restrictions and conditions.

3.7.2. Within 14 days, after initial contract start date, deliver a document summarizing administrative and technical security measures to be deployed to protect the NHSCR database and other related elements.

3.7.3. Within 60 days, after initial contract start date, furnish DHHS with final copies of its system security and integrity manual which includes plans, procedures and protocols for ensuring that the contractor's NHSCR system will be properly secured, maintained and updated throughout the contract term.

3.7.4. Within 14 days after initial contract start date, implement a series of internal procedures to ensure that:

1. Access to automated information is restricted to authorized persons, on a needed basis, and control is maintained over all the documents that contain sensitive information to ensure that these documents are available only to authorized persons.

2. Within 10 days of delivering the document summarizing the proposed administrative and technical security measures to DHHS, implement full security measures to ensure the security and quality of all the elements in the NHSCR database , through procedures that shall include the following:

   i. Ensure that equipment is protected from theft and accidental or deliberate damage or misuse
   ii. Ensure that once computer programs and data sets are completed and in routine use, they are protected against tampering. Carefully control

access to and maintenance of computer programs and NHSCR database.

iii. Ensure that copies of original data submitted are maintained and never altered.

iv. Ensure that data are protected against inadvertent or deliberate destruction, modification, or dissemination.

v. Ensure procedures for backup, archiving, and disaster recovery for computer programs and NHSCR database.

vi. Ensure that password are changed, access denied and other security procedures are in place to protect against ongoing access and sabotage when staff resign, are terminated , or no longer assigned to NHSCR contract.

3.7.5. Maintain the security and integrity of the NHSCR data. Re-process data at no additional cost to the DHHS in accordance with DHHS instructions if the DHHS or contractor finds that contractor has corrupted, altered, tampered with, or improperly coded/processed any data sets during the duration of the Contract.

3.7.6. Immediately report to the DHHS all errors or anomalies in the NHSCR data which could reasonably believe to suggest that security or integrity of the NHSCR or its data may be compromised. The results of any analysis shall be reported to the DHHS and, in addition, the steps it has taken or intends to take to ensure security and integrity of the NHSCR and its data.

3.7.7. Report to DHHS within 24 hours any breach to the NHSCR data. Implement appropriate policies, procedures and protocols to identify actively breaches or threatened breaches of the NHSCR security and integrity.

Q7. Describe your strategy to manage and maintain security and confidentiality of data and of all elements in the database.

3.8. Training and Education

3.8.1. Provide consultation, technical assistance, and training to assure accurate, timely and complete data from reporters (registrars, medical record personnel, providers and abstractors) at reporting facilities.

3.8.2. Provide technical assistance by phone or in person to individual reporting facilities and providers during normal weekday business hours; response time for telephone consultation shall be no longer than one working day after request is received or for on-site consultation, no longer than 10 working days.

3.8.3. Assess the training needs of various reporting facilities; develop written guidance, policies and procedures for reporting facilities; and provide technical assistance and training for reporting facilities

3.8.4. Annually, convene state cancer registrars meeting to include educational and technical sessions to cancer registrars of New Hampshire hospitals to foster compliance with reporting requirements as developed by the DHHS.

3.8.5. Provide twice annually, web-based training and education sessions to cancer registrars of New Hampshire hospitals on topics identified in consultation with DHHS that will help improve cancer reporting. These may include instruction on proper cancer coding; use of edit sets; new software, etc.

Q8. How will you identify training topics and provide training and education specific to areas of need among reporters.

3.9. Quality Assurance and Control (QA/QC) Activities

3.9.1. Carry out quality assurance and control activities to assure appropriate data coding, consolidation and documentation, and assure complete case ascertainment and high quality data from all reporting sources in accordance with NH rules and regulations, NAACCR and NPCR standards.

3.9.2. Within 30 days of contract start date, develop and implement a Quality Assurance and Quality Control (QA/QC) implementation plan (including timeline) which at minimum includes the following activities into routine operations:

1. Assignment of qualified individuals to perform QA/QC activities.
2. A routine schedule for edits and internal management reports.
3. A routine schedule for internal audits for QA/QC and data security and provision of these reports to DHHS. The plan shall include written procedures for the internal monitoring of quality assurance procedures and written procedures /steps implemented if quality control goals are not met.
4. Procedures for documenting edits/changes made to data during processing
5. Routine training, assessment and professional development of the contractors' staff.

3.9.3. Perform case finding activities utilizing traditional and non-traditional sources to assure timeliness and completeness of cancer reporting.

3.9.4. By July 31st of each year, obtain from each reporting hospital "diagnostic index" for case finding at all hospital reporting facilities. A diagnostic index is a detailed patient listing of all discharges meeting certain definitions in medical records coding. Encourage facilities to submit electronic diagnostic indices.

3.9.5. By October 31st of each year, complete Death Clearance activities.

3.9.6. For each hospital, the key variables specified by NAACCR and NPCR will be selected for visual editing of 100 cases. If, after review and discussion with the hospital registrar, the error rate identified in total from these fields in the 100 reports is greater than 2%, then the NHSCR will continue to visually edit cases from that hospital and will work with the hospital registrar to improve abstracting.

3.9.7. Cleanliness of the database shall be, at a minimum, in accordance with accepted NAACCR standards. A 2% error rate threshold shall be the guide for visual editing of hospital registry accuracy.

Q9. Describe your strategy to ensure quality assurance and control activities to assure appropriate data coding, consolidation and documentation, and assure complete case ascertainment and high quality data from all reporting sources in accordance with NH rules and regulations, NAACCR and NPCR standards.

3.10. Reporting Activities

3.10.1. Produce quarterly timeliness and completeness reports by hospital to monitor case reporting activities. Supply aggregate timeliness and completeness reports to DHHS on a quarterly basis, stating which hospitals are delinquent in their reporting and the steps taken to improve reporting from delinquent hospitals.

3.10.2. Provide the DHHS with a commentary relating to the annual reports provided by NPCR and NAACCR. Contingent upon receipt of complete death certificate data from New Hampshire Vital Records provide an annual report monitoring completeness estimating the percent of cases with histological verification (HV%) and percent of cases identified by death clearance only (DCO%). Submit a report to DHHS upon completion of the contract period or reasonable amount of time when the NAACCR and NPCR reports are available.

3.10.3. Prepare and submit to the DHHS staff a semi-annual review of contract progress by December 30 and June 30 of the contract period. Provide an update of progress on all contract items through the routine semi-annual NHSCR progress report or work plan.

3.10.4. Cooperate with any audit of NHSCR for data quality by NPCR or NPCR designated contractor. Submit to DHHS a summary of this audit upon completion.

3.10.5. Provide by December 30th of each year of the contract, a finalized data set that has undergone complete QA/QC process. The extract of the data would cover from January 1, 1995 to date.

3.10.6. Upon approval from the DHHS, submit finalized datasets to NAACCR and to NPCR as specified by the NAACCR and NPCR standards and Call for Data requirements. Submit copies of each of these submissions to DHHS.

3.10.7. Provide cancer case data to and receive data from states with which DHHS has a data exchange agreement, in accordance with the terms of the exchange agreement. The data shall be submitted using the agreed upon NAACCR format and will have been edited to the best extent possible. The DHHS currently has exchange agreements with 8 states and additional agreements may be executed by the DHHS during the life of this contract and shall be accommodated by the contractor.

3.10.8. Upon approval of the DHHS, provide selected health researchers, with electronic copies of NHSCR data for certain specific data elements requested and cleared by DHHS.

3.10.9. Upon approval from the DHHS, provide data to the Vermont Breast and Cervical Program for breast and cervical cancer cases among Vermont residents diagnosed in New Hampshire in accordance with the program's approved application for data release by DHHS.

3.10.10. Upon approval from the DHHS, provide breast cancer case data to the NH Mammography Network in accordance with the program's approved application for data release by DHHS; receive cancer case data from the NH Mammography Network.

3.10.11. Direct any requests for data or analysis of NHSCR data from researchers, the media or general public to the DHHS within 3 working days of receipt of the request.

3.11. Other Programmatic Activity

3.11.1. The contractor shall make available key personnel to meet with appropriate DHHS personnel (Not to exceed 15 or be less than 4 meetings) to discuss, policies and procedures, ongoing activities, contract deliverables, performance measures, and review contract performance, etc.

3.11.2. Convene annually the New Hampshire State Cancer Registry Advisory Panel to assist in building consensus, cooperation, and planning for the registry and to enhance chronic disease program coordination and collaboration. Representation should include key organizations and individuals both within (e.g. representatives from all cancer prevention and control components and chronic disease program) and outside the program (e.g. hospital cancer registrars, the American Cancer Society, American College of Surgeons liaison, clinical-laboratory personnel, pathologists, and clinicians).

3.11.3. Participate as an active member when needed in the New Hampshire Comprehensive Cancer Collaboration (NHCCC).

3.11.4. Participate as an active member with DHHS to collaborate in applying for grants, regardless as to who receives the actual funding. Both DHHS and contractor agree to consider the others' expenses and needs for operation and program growth when applying for grants and distribution of financial resources when funding is received.

3.11.5. Provide Ad-hoc services related to cancer epidemiology. Working with DHHS staff at DHHS offices, the time spent may be up to 12 hours per week on such tasks, as long as suitably qualified staff is available. These tasks will be mutually agreed upon by the contractor and the DHHS, and supervised by the DHHS staff. Tasks associated with these services may include:

1. Assist in the preparation of data and narrative for the annual cancer report for New Hampshire;
2. Assist in the investigation of cancer clusters and response to concerns about the occurrence of cancer clusters in New Hampshire;
3. Assist with the preparation of manuscripts for publication and develop preparatory materials for professional meetings based on the DHHS needs.
4. Provide Institutional Review Board for the DHHS Chronic Disease Prevention and Screening Section activities.

Q10. How will you provide the ad-hoc services?

3.12. CDC Cooperative Agreement Activities

3.12.1. Assist in drafting goals and program objectives, progress reports and NHSCR budgets as requested by DHHS for the purposes of the New Hampshire's application for the CDC Continuing Cooperative Agreement for Enhancement of State Cancer Registries.

3.12.2. Provide all contractor-specific documentation and assurances necessary for the application.

3.12.3. Identify contractor contributions to the NHSCR effort, not state general funds or federal funds that would be applied to a direct or in-kind match that may be required for application for the CDC cooperative agreement.

3.12.4. Appropriate representatives from the contractor staff shall represent the NHSCR on the NPCR and NAACCR- task force, users group and or committees to learn recent updates, issues and share NH experiences with all other states and will keep DHHS fully informed of all such activities.

3.12.5. Where appropriate, NHSCR will communicate directly with NPCR and NAACCR on technical matters of cancer surveillance, standards and submissions to NPCR and NAACCR and will keep DHHS fully informed of all such activities.

Q11. Describe your experience working with the Centers for Disease Control and Prevention, and other national and federal entities.

3.13. Transition Activities

3.13.1. Assist with transition to a new vendor for the subsequent solicitation of this contract if incumbent vendor is not the successful bidder subsequent solicitations. Within two months of the end of the contract term:

1. Provide the new vendor with copy of latest version of the NHSCR database; the reporters' database; preregistration log; and the original copies of all the backups of the database.
2. Write up procedures used to purge all NHSCR data from vendor's hardware and send the procedures to DHHS for review and approval. After approval of the procedures by the DHHS, purge all NHSCR data from the hardware of vendor.
3. Within 30 days of the contract start date, train up to four people employed by the new vendor at the site of and using the hardware and software, of the vendor. Train on how to administer the database of the NHSCR; including how to change edits; managing abstracts; create date sets for DHHS, for NAACCR and NPCR; perform data exchange with other states. The training is anticipated to involve at least the vendor's database manager and Quality Assurance supervisor for approximately two days.
4. Provide the DHHS with any: hard copy of abstracts and pathology reports submitted by reporting facilities; electronic diskettes; and all documentation of interaction with reporting facilities.
5. Provide DHHS with a hard and electronic copy of the latest version of the operation manual; system security and integrity manual; and all other materials developed for the work process of NHSCR during the contract process.
6. Close the web access for reporting facilities so that facilities can no longer upload data of NHSCR data to the incumbent vendor.

3.14. Work Plan

3.14.1. Develop a detailed Work Plan to define how the program will operate and how the scope of services will be carried out, addressing specific objectives, activities, time-lines and performance measures. Include evidence that Bidder has the security capabilities to collect and process the data required in this RFP in a confidential manner.

3.14.2. Within 7 calendar days after the contract effective date the contractor shall organize a Kick-off meeting. The contractor shall present for discussion, any proposed modifications to the Work Plan submitted through its proposal to this RFP.

3.14.3. Within fourteen (14) calendar days after the Kick-off meeting and after 28 days after the contract start date, contractor shall submit a copy of finalized Work Plan. This plan should include modifications to the technical proposal, as requested by the DHHS during the Kick-off meeting. All activities listed in the Work Plan are subject to approval by the DHHS.

3.14.4. Maintain the NHSCR database from a physical location within a seventy five (75) mile radius of the DHHS, located in Concord. The rationale for this requirement is that the DHHS provides technical and administrative oversight of the NHSCR operations which includes on-site visits to the NHSCR contractor. In addition, appropriate contractor personnel are required to attend regular meetings with DHHS staff as well as other meetings as necessary.

3.14.5. Allow full participation of the DHHS in the ongoing, onsite operations of the contractor including interacting directly with contractor staff, viewing abstract processing, participating in customizing registry software selecting edits, aspects of database management, system security, and quality assurance that the DHHS deems necessary.

3.14.6. Provide the DHHS with technical assistance and expertise on matters within the scope of work of the contract.

Q12. Provide a Work Plan and describes specific performance measures, timelines and detail appropriate standards-based measures with realistic targets

Q13. Describe how performance measure progress will be measured, and the plan for monitoring and evaluating performance measure targets.

Q14. Describe the organization's computer facilities and data-security and disaster recovery procedures.

3.15. Staffing

3.15.1. Provide staffing to meet the requirements of this RFP which will be incorporated into the resultant contract.

3.15.2. Identify the roles of each staff member, identifying each staff member by name or by title if the position is vacant. Provide as attachments, current resumes for all program staff and job descriptions for vacant positions.

3.15.3. Provide sufficient staff to perform specified tasks specified in the contract and maintain a level of staffing necessary to perform all functions, requirements, roles and duties in a timely manner.

3.15.4. Ensure that all staff has appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available for DHHS inspection.

3.15.5. Within 30 days of the contract start date, the contractor shall have all fully qualified staff assigned in support of the New Hampshire State Cancer Registry (NHSCR) contract.

Q15. Provide the Bidder's proposed staffing plan, responsibilities of each staff person, and organizational chart. Include resumes and qualifications of filled positions, and job descriptions and qualifications needed for vacant positions.

3.16. Delegation and Subcontractors

3.16.1. DHHS recognizes that Bidders may choose to use subcontractors with specific expertise to perform certain services or functions for efficiency or convenience. However, the successful bidder, as the Contractor, shall retain the responsibility and accountability for the function(s).

3.16.2. If Bidder uses subcontractors for this scope-of-work, this must be disclosed in the proposal submittal along with details of direct and indirect expenses to accompany details in the work plan, within the budget and the budget narrative.

3.16.3. Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

3.16.4. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function.

3.16.5. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate.

3.16.6. Monitor the subcontractor's performance on an ongoing basis.

3.16.7. The Contractor shall provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed.

3.16.8. If the Contractor identifies deficiencies, or areas for improvement are identified, the Contractor shall take corrective action.

3.16.9. DHHS shall, at its discretion, review and approve all subcontracts.

3.16.10. DHHS reserves the right to approve or reject any subcontractor used for this contract.

Q16. Submit the Bidder's proposed plans for subcontracting any of these services, including any existing sub-contractual agreements. Signed letters of commitment from the subcontractor(s) are recommended.

3.17. Compliance

3.17.1. Culturally and Linguistically Appropriate Standards

The New Hampshire Department of Health and Human Services (DHHS) is committed to reducing health disparities in New Hampshire. DHHS recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, DHHS is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment DHHS continuously strives to improve existing programs and services, and to bring them in line with current best practices.

3.17.1.1. DHHS requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.

3.17.1.2. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the DHHS website.

3.17.1.3. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.

3.17.1.4. Bidders are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.

3.17.1.5. Successful applicants will be:

a. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council;
b. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the DHHS website.

3.17.1.6. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:

c. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
d. The frequency with which LEP individuals come in contact with the program, activity or service;
e. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service;
f. The resources available to the organization to provide language assistance.

3.17.1.7. **Bidders are required to complete the TWO (2) steps listed in the Appendix C to this RFP, as part of their Proposal.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Bidders' program design, which in turn, will allow Bidders to put forth the best possible Proposal.

For guidance on completing the two steps in Appendix C, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFP, which is posted on the DHHS website. http://www.dhhs.nh.gov/business/forms.htm.

4. FINANCE

4.1. Financial Standards

4.1.1. Funds to support this project are from 80.6% federal and 19.4% general funding sources, identified as follows:

4.1.1.1. US Department of Health and Human Services, Centers for Disease Control and Prevention, New Hampshire State Cancer Registry Grant to support this project are available from the Catalog of Federal Domestic Assistance (CFDA #) 93.283, Federal Award Identification Number (FAIN) #NU58DP003930.

4.2. Anticipated Available Funding

4.2.1. Funds are anticipated to be available in the amount of $1,288,945 per the chart below:

State Fiscal Year	Federal Funds	General Funds	Total Funds
SFY 2017	468,591	100,045	568,636
SFY 2018	570,309	150,000	720,309
Total	**$1,038,900**	**$250,045**	**$1,288,945**

4.2.2. The Department expects to fund one (1) contract for these services.

4.2.3. Estimates of available funding and time periods presented here are subject to change. Continuance of contract payments is contingent upon the availability and continued appropriations of funds. The Department may renegotiate the terms and conditions of the contract in the event applicable local, state, or federal law, regulations or policy are altered from those existing at the time of the contract in order to be in continuous compliance therewith.

4.3. Appropriate Use of Funds

4.3.1. Funds must be used in accordance with the provisions of the CFDA number referenced in subsection 4.1.1. Funds from this contract shall not be used to supplant funding for a program already funded from another source.

4.4. Matching of Funds

4.4.1. The contractor is required to provide a 3:1 match against the federal funds received. This match can be in-kind or in cash. The match shall be non-federal cash and/or a non-monetary In-kind contribution of the total federal dollar amount awarded by the Department in the resulting contract. A cash match is defined as non-federal cash from the applicant's own funds or cash donations from non-federal third parties.

4.4.2. An In-kind non-federal match is defined as a non-monetary contribution of personnel, goods, or services purchased or received from non-federal sources.

4.4.3. The Applicant shall report monthly the amount, type of match being provided, and the source of the match with invoicing.

4.4.4. The applicant cannot use other federal funds as a match.

4.5. Financial Reporting Requirements

4.5.1. The Contractor shall file monthly Financial Reports to DHHS utilizing the reporting tool provided by DHHS. Expenses will be reported for reimbursement by budget line item and funding sources.

4.6. Budget

4.6.1. General Information

4.6.2. The Budgets (Appendix D), Program Staff List (Appendix E), and detailed Budget Narratives submitted shall represent the total program cost; the State will not provide reimbursement for any operational or other costs outside of the budget. Final Budgets and Program Staff Lists, incorporated into the resultant contract, are subject to DHHS approval.

4.6.3. The Budget Form shall be completed with the direct and indirect fixed costs, and shall include the allocation method for the indirect fixed costs, and match funding as identified in subsection 4.4. The Budget shall include a detailed Budget Narrative and Program Staff Lists, with line item detail for direct, indirect costs, and match (as detailed in the Budget Forms) in order to be considered.

4.6.4. The narratives must clearly address staff utilization for each area of required services detailed in Section 3 – Statement of Work, and clearly tie to the Program Staff List (Appendix E).

4.6.5. Supporting information shall be provided in sufficient detail so that the State can clearly understand the reasonableness of the cost proposal. Information shall include, but is not limited to, the basis for determining individual salaries, benefit rates, rates for supporting professional development, insurance, and indirect cost.

4.6.6. Required Budget Items

4.6.7. Proposals shall include the following items, one for each State Fiscal Year (SFY):

4.6.8. Budget Form (Appendix D) - this form details the costs of the Bidder's Proposal by program area and by SFY.

4.6.9. Budget Narrative - (Not to exceed 3 pages per SFY).

a. Describe in detail each expense item and personnel position for which funding is requested, linking each to the services to be provided. Use the cost categories and numbered items as described in the Budget Form to organize the budget justification narrative.
b. Ensure that the budget is appropriate in relation to the proposed activities, reasonable, clearly justified, and consistent with the intended use of funds. Proposals should provide the best value for cost/price bid.
c. Direct incremental costs should accurately reflect new costs associated with this program or service.
d. Describe allocation methodology for the indirect fixed costs.

4.6.10. A Program Staff List form (Appendix E) shall be completed for each SFY.

4.6.11. Microsoft Excel versions of the Budget Form (Appendix D) and Program Staff List (Appendix E) are made available by request to the Procurement Coordinator specified in subsection 6.1.

5. PROPOSAL EVALUATION

5.1. Technical Proposal – 500 Points

Knowledge and Experience (Q3. Q10)	200 points
Staffing and/or Subcontracting Plan (Q15, Q16)	100 points
Work Plan (Q1, Q2, Q4 – Q9, Q11 – Q14)	200 points

5.2. Cost Proposal – 140 Points

Budgets	100 points
Budget Narratives	40 points

6. PROPOSAL PROCESS

6.1. Contact Information – Sole Point of Contact

The sole point of contact, the Procurement Coordinator, relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Bidder, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire
Department of Health and Human Services
Bobbie Aversa
Procurement Coordinator
Brown Building
129 Pleasant St.
Concord, New Hampshire 03301
Email: bobbie.aversa@dhhs.nh.gov
Fax: 603-271-4232
Phone: 603-271-9563

Other personnel are NOT authorized to discuss this RFP with Bidders before the proposal submission deadline. Contact regarding this RFP with any State personnel not listed above could result in disqualification. The State will not be held responsible for oral responses to Bidders regardless of the source.

6.2. Procurement Timetable

Procurement Timetable

(All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion.)

Action	Date
Release RFP	07/15/2016
Optional Letter of Intent	07/22/2016
RFP Bidders Teleconference	07/28/2016 at 10:00 AM
RFP Questions Submission Deadline	07/29/2016
DHHS Response to Questions Published	08/02/2016
Technical and Cost Bid Submission Deadline	08/24/2016 at 2:00 PM
Tentative Oral Presentations and Interview	08/31/2016
Anticipated Selection of Successful Bidder(s)	09/07/2016

6.3. Letter of Intent

A Letter of Intent to submit a Proposal in response to this RFP is optional.

Receipt of the Letter of Intent by DHHS will be required in order to receive any correspondence regarding this RFP, any RFP amendments, in the event such are produced, or any further materials on this project, including electronic files containing tables required for response to this RFP, any addenda, corrections, schedule modifications, or notifications regarding any informational meetings for Bidders, or responses to comments or questions.

The Letter of Intent may be transmitted by e-mail to the Procurement Coordinator identified in Section 6.1, but must be followed by delivery of a paper copy within two (2) business days to the Procurement Coordinator identified in Section 6.1.

The potential Bidder is responsible for successful e-mail transmission. DHHS will provide confirmation of receipt of the Letter of Intent if the name and e-mail address or fax number of the person to receive such confirmation is provided by the Bidder.

The Letter of Intent must include the name, telephone number, mailing address and e-mail address of the Bidder's designated contact to which DHHS will direct RFP related correspondence.

6.4. Bidders' Questions and Answers

6.4.1. Bidders' Questions

All questions about this RFP, including but not limited to requests for clarification, additional information or any changes to the RFP must be made in writing, citing the RFP page number and part or subpart, and submitted to the Procurement Coordinator identified in Section 6.1.

DHHS may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.

Questions will only be accepted from those Bidders who have submitted a Letter of Intent by the deadline given in Section 6.2, Procurement Timetable. Questions from all other parties will be disregarded. DHHS will not acknowledge receipt of questions.

The questions may be submitted by fax or e-mail; however, DHHS assumes no liability for assuring accurate and complete fax and e-mail transmissions.

Questions must be received by DHHS by the deadline given in Section 6.2, Procurement Timetable.

6.4.2. Bidders' Conferences

6.4.2.1. Technical & Cost Proposal Conference

The Technical & Cost Proposal Conference will be held on the date specified in Section 6.2, Procurement Timetable via a Conference Call. The teleconference will serve as an opportunity for Bidders to ask specific questions of State staff concerning the technical and cost requirements of the RFP.

Attendance at the Technical & Cost Proposal Conference is not mandatory but is highly recommended. Contact the Procurement Coordinator specified in Section 6.1 to register for the Technical & Cost Proposal Conference.

6.4.3. DHHS Answers

DHHS intends to issue responses to properly submitted questions by the deadline specified in Section 6.2, Procurement Timetable. Oral answers given in the Bidders Conferences are non-binding. Written answers to questions asked will be posted on the DHHS Public website (http://www.dhhs.nh.gov/business/rfp/index.htm) and sent as an attachment in an e-mail to the contact identified in accepted Letters of Intent. This date may be subject to change at DHHS discretion.

6.5. RFP Amendment

DHHS reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Bidder questions. In the event of an amendment to the RFP, DHHS, at its sole discretion, may extend the Proposal Submission Deadline. Bidders who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the DHHS Internet site.

6.6. Proposal Submission

Proposals submitted in response to this RFP must be received no later than the time and date specified in Section 6.2, Procurement Timetable. Proposals must be addressed for delivery to the Procurement Coordinator specified in Section 6.1, and marked with **RFP-2017-DPHS-03-CANCE**.

Late submissions will not be accepted and will remain unopened. Disqualified submissions will be discarded if not re-claimed by the bidding Bidder by the time the contract is awarded. Delivery of the Proposals shall be at the Bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by DHHS, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Bidder's responsibility.

6.7. Compliance

Bidders must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

6.8. Non-Collusion

The Bidder's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Bidders and without effort to preclude DHHS from obtaining the best possible competitive proposal.

6.9. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as subcontractor subject to the terms of Exhibit C Special Provisions (see Appendix B: Contract Minimum Requirements).

6.10. Validity of Proposals

Proposals submitted in response to this RFP must be valid for two hundred forty (240) days following the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable or until the effective date of any resulting contract, whichever is later. This period may be extended by mutual written agreement between the Bidder and DHHS.

6.11. Property of Department

All material property submitted and received in response to this RFP will become the property of DHHS and will not be returned to the Bidder. DHHS reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.

6.12. Proposal Withdrawal

Prior to the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Procurement Coordinator specified in Section 6.1.

6.13. Public Disclosure

A Proposal must remain confidential until the Governor and Executive Council have approved a contract as a result of this RFP. A Bidder's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

The content of each Bidder's Proposal and addenda thereto, will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a bid in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and proposal section number the specific information the Bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5.

Each Bidder acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by a Bidder as confidential, DHHS shall notify the Bidder and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Bidder without incurring any liability to the Bidder.

6.14. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit DHHS to award a contract. DHHS reserves the right to reject any and all Proposals or any portions thereof, at any time and to cancel this RFP and to solicit new Proposals under a new bid process.

6.15. Liability

By submitting a Letter of Intent to submit a Proposal in response to this RFP, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder in the preparation or submittal of or otherwise in connection with a Proposal, or for work performed prior to the Effective Date of a resulting contract.

6.16. Request for Additional Information or Materials

During the period from the Technical and Cost Proposal Submission Deadline, specified in Section 6.2, Procurement Timeline, to the date of Contractor selection, DHHS may request of any Bidder additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance. Key personnel shall be available for interviews.

6.17. Oral Presentations and Discussions

DHHS reserves the right to require some or all Bidders to make oral presentations of their Proposal. Any and all costs associated with an oral presentation shall be borne entirely by the Bidder. Bidders may be requested to provide demonstrations of any proposed automated systems. Such a request will be in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its proposal in intent or substance.

6.18. Contract Negotiations and Unsuccessful Bidder Notice

If a Bidder(s) is selected, the State will notify the Successful Bidder(s) in writing of their selection and the State’s desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Bidder(s), all submitted Proposals remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Bidder(s), the evaluation team may recommend another Bidder(s).

In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.

6.19. Scope of Award and Contract Award Notice

DHHS reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. The notice of the intended contract award will be sent by certified mail or overnight mail to the selected Bidder. A contract award is contingent on approval by the Governor and Executive Council.

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

6.20. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the bidder's location or at any other location deemed appropriate by the Department, in order to determine the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. The Department may also require the bidder to produce additional documents, records, or materials relevant to determining the bidder's capacity to satisfy the terms of this RFP/RFB/RFA. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the bidder.

6.21. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFP shall be governed by RSA 21-G:37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP and selection process, outside of the review process identified in RSA 21-G:37,IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

6.22. Contingency

Aspects of the award may be contingent upon changes to State or federal laws and regulations.

7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

7.1.1.1. Bidders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Bidder's risk and may, at the discretion of the State, result in disqualification.

7.1.1.2. Proposals must conform to all instructions, conditions, and requirements included in the RFP.

7.1.1.3. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3, and agree to the contract conditions specified throughout the RFP.

7.1.1.4. Proposals should be received by the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, and delivered, under sealed cover, to the Procurement Coordinator specified in Section 6.1.

7.1.1.5. Fax or email copies will not be accepted.

7.1.1.6. Bidders shall submit a Technical Proposal and a Cost Proposal.

7.1.2. Presentation

7.1.2.1. Original copies of Technical and Cost Proposals in separate three-ring binders.

7.1.2.2. Copies in a bound format (for example wire bound, coil bound, saddle stitch, perfect bound etc. at minimum stapled) NOTE: loose Proposals will not be accepted.

7.1.2.3. Major sections of the Proposal separated by tabs.

7.1.2.4. Standard eight and one-half by eleven inch (8 ½" x 11") white paper.

7.1.2.5. Font size of 10 or larger.

7.1.3. Technical Proposal

7.1.3.1. Original in 3 ring binder marked as "Original."

7.1.3.2. The original Transmittal Letter (described in Section 7.2.2.1) must be the first page of the Technical Proposal and marked as "Original."

7.1.3.3. **4 copies** in bound format marked as "Copy."

7.1.3.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies) on CD or Memory Card/Thumb Drive. NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.

7.1.3.5. Front cover labeled with:

a. Name of company / organization;
b. RFP#; and
c. Technical Proposal.

7.1.4. Cost Proposal

7.1.4.1. Original in 3 ring binder marked as "Original."

7.1.4.2. A copy of the Transmittal Letter marked as "Copy" as the first page of the Cost Proposal.

7.1.4.3. **2 copies** in bound format marked as "Copy."

7.1.4.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies). NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.

7.1.4.5. Front cover labeled with:

a. Name of company / organization;
b. RFP#; and
c. Cost Proposal.

7.2. Outline and Detail

7.2.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section: (Each of these components must be separate from the others and uniquely identified with labeled tabs.)

7.2.2. Technical Proposal Contents – Detail

7.2.2.1. Transmittal Cover Letter

The Transmittal Cover Letter must be:

a. On the Bidding company's letterhead;
b. Signed by an individual who is authorized to bind the Bidding Company to all statements, including services and prices contained in the Proposal; and
c. Contain the following:
   i. Identify the submitting organization;
   ii. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
   iii. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
   iv. Identify the name, title, telephone number, and e-mail address of the person who will serve as the Bidder's representative for all matters relating to the RFP;
   v. Acknowledge that the Bidder has read this RFP, understands it, and agrees to be bound by its requirements;
   vi. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications, Contract Terms and Conditions;
   vii. Confirm that Appendix A Exceptions to Terms and Conditions is included in the proposal;
   viii. Explicitly state that the Bidder's submitted Proposal is valid for a minimum of two hundred forty (240) days from the Technical and Cost Proposal Submission Deadline specified in Section 6.2;
   ix. Date Proposal was submitted; and
   x. Signature of authorized person.

7.2.2.2. Table of Contents

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

7.2.2.3. Executive Summary

The Bidder shall submit an executive summary to:

a. Provide DHHS with an overview of the Bidder's organization and what is intended to be provided by the Bidder;
b. Demonstrate the Bidder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;

c. Show the Bidder's overall design of the project in response to achieving the deliverables as defined in this RFP; and
d. Specifically demonstrate the Bidder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.2.4. Proposal Narrative, Project Approach, and Technical Response

The Bidder must answer all questions and must include all items requested for the Proposal to be considered. The Bidder must address every section of Section 3 Statement of Work, even though certain sections may not be scored.

Responses must be in the same sequence and format as listed in Section 3 Statement of Work and must, at a minimum, cite the relevant section, subsection, and paragraph number, as appropriate.

7.2.2.5. Description of Organization

Bidders must include in their Proposal a summary of their company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP.

a. At a minimum respond to:
   i. General company overview;
   ii. Ownership and subsidiaries;
   iii. Company background and primary lines of business;
   iv. Number of employees;
   v. Headquarters and Satellite Locations;
   vi. Current project commitments;
   vii. Major government and private sector clients; and
   viii. Mission Statement.
b. This section must include information on:
   i. The programs and activities of the organization;
   ii. The number of people served; and
   iii. Programmatic accomplishments.
c. And also include:
   i. Reasons why the organization is capable of effectively completing the services outlined in the RFP; and
   ii. All strengths that are considered an asset to the program.
d. The Bidder should demonstrate:
   i. The length, depth, and applicability of all prior experience in providing the requested services;
   ii. The skill and experience of staff and the length, depth and applicability of all prior experience in providing the requested services.

7.2.2.6. Bidder's References

The Proposal must include relevant information about at least three (3) similar or related contracts or subcontracts awarded to the Bidder. Particular emphasis should be placed on previous contractual experience with government agencies. DHHS reserves the right to contact any reference so identified. The information must contain the following:

a. Name, address, telephone number, and website of the customer;

b. A description of the work performed under each contract;
c. A description of the nature of the relationship between the Bidder and the customer;
d. Name, telephone number, and e-mail address of the person whom DHHS can contact as a reference; and
e. Dates of performance.

7.2.2.7. Staffing and Resumes

Each Bidder shall submit an organizational chart and a staffing plan for the program. For persons currently on staff with the Bidder, the Bidder shall provide names, title, qualifications and resumes. For staff to be hired, the Bidder shall describe the hiring process and the qualifications for the position and the job description. The State reserves the right to accept or reject dedicated staff individuals.

7.2.2.8. Subcontractor Letters of Commitment (if applicable)

If subcontractors are part of this proposal, signed letters of commitment from the subcontractor are required as part of the RFP. The Bidder 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 it proposes to use any subcontractors. The Bidder and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the State. The State reserves the right to approve or reject subcontractors for this project and to require the Bidder to replace subcontractors found to be unacceptable.

7.2.2.9. License, Certificates and Permits as Required

This includes: a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State. Required licenses or permits to provide services as described in Section 3 of this RFP.

7.2.2.10. Affiliations – Conflict of Interest

The Bidder must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

7.2.2.11. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the “Required Attachments” section of the Proposal.

a. Bidder Information and Declarations: Exceptions to Terms and Conditions, Appendix A
b. CLAS Requirements, Appendix C

7.2.3. Cost Proposal Contents – Detail

7.2.3.1. Cost Bid Requirements

Cost proposals may be adjusted based on the final negotiations of the scope of work. See Section 4, Finance for specific requirements.

7.2.3.2. Statement of Bidder’s Financial Condition

The organization's financial solvency will be evaluated. The Bidder's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.

Complete financial statements must include the following:

a. Opinion of Certified Public Accountant
b. Balance Sheet
c. Income Statement
d. Statement of Cash Flow
e. Statement of Stockholder's Equity of Fund Balance
f. Complete Financial Notes
g. Consolidating and Supplemental Financial Schedules

A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:

a. Uncertified financial statements; and
b. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

7.2.3.3. Required Attachments

The following are required statements that must be included with the Proposal. The Bidder must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Proposal.

a. Bidder Information and Declarations:
   i. Budget, Appendix D
   ii. Personnel Sheet Appendix E

8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Penalties, Forms

8.1.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached; Bidder to agree to minimum requirement as set forth in the Appendix B.

8.1.2. Penalties

The State intends to negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.

The Department and the Contractor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Contractor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore the parties agree that liquidated damages shall be determined as part of the contract specifications.

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.

The Department will determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the State.

9. ADDITIONAL INFORMATION

9.1. Appendix A – Exceptions to Terms and Conditions

9.2. Appendix B – Contract Minimum Requirements

9.3. Appendix C – CLAS Requirements

9.4. Appendix D – Budget

9.5. Appendix E – Personnel Sheet

APPENDIX A

EXCEPTIONS TO TERMS AND CONDITIONS

A Responder shall be presumed to be in agreement with the terms and conditions of the RFP unless the Responder takes specific exception to one or more of the conditions on this form.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification which 1) affords the Responder taking the exception a competitive advantage over other Responders, or 2) gives the State something significantly different than the State requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. (*Add additional pages if necessary*.)

Responder Name:	
Term & Condition Number/Provision	**Explanation of Exception**

By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFP Section 8- Mandatory Business Specifications, Contract Terms and Conditions except those clearly outlined as exceptions above.

_____	_____	_____
Signature	Title	Date

FORM NUMBER P-37 (version 5/8/15)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of , County of On , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On:			
1.18 Approval by the Governor and Executive Council *(if applicable)* By: On:			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor 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 Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials _____
Date_____

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify 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 or omissions of the Contractor. 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 covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials _____
Date_____

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

16. **WAIVER OF BREACH.** 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of 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 Event of Default on the part of the Contractor.

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials _____
Date_____

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
   4. CONDITIONAL NATURE OF AGREEMENT.
      Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

_____ _____

Date Name:
Title:

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

_____ _____
Date Name:
Title:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

_____
Date

_____
Name:
Title:

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

_____
Date

_____
Name:
Title:

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

_____ _____

Date

Name:
Title:

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Name of Authorized Representative	Name of Authorized Representative
Title of Authorized Representative	Title of Authorized Representative
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

_____ _____
Date Name:
Title:

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   _____ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

APPENDIX C

Addendum to Culturally and Linguistically Appropriate Services (CLAS) Section of RFP for Purpose of Documenting Title VI Compliance

All DHHS bidders are required to complete the following two (2) steps as part of their proposal:

(1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;

(2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

Background:

Title VI of the Civil Rights Act of 1964 and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program that receives Federal financial assistance. The courts have held that national origin discrimination includes discrimination on the basis of limited English proficiency. Any organization or individual that receives Federal financial assistance, through either a grant, contract, or subcontract is a covered entity under Title VI. Examples of covered entities include the NH Department of Health and Human Services and its contractors.

Covered entities are required to take reasonable steps to ensure ***meaningful access*** by persons with limited English proficiency (LEP) to their programs and activities. LEP persons are those with a limited ability to speak, read, write or understand English.

The **key** to ensuring meaningful access by LEP persons is effective communication. An agency or provider can ensure effective communication by developing and implementing a language assistance program that includes policies and procedures for identifying and assessing the language needs of its LEP clients/applicants, and that provides for an array of language assistance options, notice to LEP persons of the right to receive language assistance free of charge, training of staff, periodic monitoring of the program, and translation of certain written materials.

The Office for Civil Rights (OCR) is the federal agency responsible for enforcing Title VI. OCR recognizes that covered entities vary in size, the number of LEP clients needing assistance, and the nature of the services provided. Accordingly, covered entities have some flexibility in how they address the needs of their LEP clients. (In other words, it is understood that one size language assistance program does not fit all covered entities.)

The **starting point** for covered entities to determine the extent of their obligation to provide LEP services is to apply a four-factor analysis to their organization. It is important to understand that the flexibility afforded in addressing the needs of LEP clients ***does not diminish*** the obligation covered entities have to address those needs.

APPENDIX C

Examples of practices that may violate Title VI include:

- Limiting participation in a program or activity due to a person's limited English proficiency;
- Providing services to LEP persons that are more limited in scope or are lower in quality than those provided to other persons (such as then there is no qualified interpretation provided);
- Failing to inform LEP persons of the right to receive free interpreter services and/or requiring LEP persons to provide their own interpreter;
- Subjecting LEP persons to unreasonable delays in the delivery of services.

BIDDER STEP #1 – Individualized Assessment Using Four-Factor Analysis

The four-factor analysis helps an organization determine the right mix of services to provide to their LEP clients. The right mix of services is based upon an individualized assessment, involving the balancing of the following four factors.

(1) The **number** or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program;
(2) The **frequency** with which LEP individuals come in contact with the program, activity or service;
(3) The **importance** or impact of the contact upon the lives of the person(s) served by the program, activity or service;
(4) The **resources** available to the organization to provide effective language assistance.

This addendum was created to facilitate bidders' application of the four-factor analysis to the services they provide. At this stage, bidders are not required to submit their four-factor analysis as part of their proposal. **However, successful bidders will be required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.** For further guidance, please see the Bidder's Reference for Completing the Culturally and Linguistically Appropriate Services (CLAS) Section of the RFP, which is available in the Vendor/RFP Section of the DHHS website.

APPENDIX C

Important Items to Consider When Evaluating the Four Factors.

Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.
Considerations: • The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service. • Organizations are required not only to examine data on LEP persons served by their program, but also those in the community who are ***eligible*** for the program (but who are not currently served or participating in the program due to existing language barriers). • Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports. • Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers. • An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program. • It is important to remember that the ***focus*** of the analysis is on the lack of English proficiency, not the ability to speak more than one language.
Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.
• The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily. • Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program. • The resulting plan may be as simple as being prepared to use a telephone interpreter service. • The key is to have a plan in place.

Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.
• The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed. • When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time.
Factor #4 The resources available to the organization to provide effective language assistance.
• A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis. • Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed; • Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations.

APPENDIX C

BIDDER STEP #2 - Required Questions Relating to Language Assistance Measures

Taking into account the four-factor analysis, please answer the following questions in the six areas of the table below. (**Do not** attempt to answer the questions until you have completed the four-factor analysis.) The Department understands that your responses will depend on the outcome of the four-factor analysis. The requirement to provide language assistance does not vary, but the measures taken to provide the assistance will necessarily differ from organization to organization.

1. IDENTIFICATION OF LEP PERSONS SERVED OR LIKELY TO BE ENCOUNTERED IN YOUR PROGRAM		
a. Do you make an effort to identify LEP persons served in your program? (One way to identify LEP persons served in your program is to collect data on ethnicity, race, and/or preferred language.)	Yes	No
b. Do you make an effort to identify LEP persons likely to be encountered in the population eligible for your program or service? (One way to identify LEP persons likely to be encountered is by examining external data sources, such as Cenus data)	Yes	No
c. Does you make an effort to use data to identify new and emerging population or community needs?	Yes	No
2. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE		
Do you inform all applicants / clients of their right to receive language / communication assistance services at no cost? **(Or, do you have procedures in place to notify LEP applicants / clients of their right to receive assistance, if needed?)** Example: One way to notify clients about the availability of language assistance is through the use of an "I Speak" card.	Yes	No
3. STAFF TRAINING		
Do you provide training to personnel at all levels of your organization on federal civil rights laws compliance and the procedures for providing language assistance to LEP persons, if needed?	Yes	No

4. PROVISION OF LANGUAGE ASSISTANCE		
Do you provide language assistance to LEP persons, free of charge, in a timely manner? **(Or, do you have procedures in place to provide language assistance to LEP persons, if needed)**	Yes	No

In general, covered entities are required to provide two types of language assistance: (1) oral interpretation and (2) translation of written materials. Oral interpretation may be carried out by contracted in-person or remote interpreters, and/or bi-lingual staff. (Examples of written materials you may need to translate include vital documents such as consent forms and statements of rights.)			
5. ENSURING COMPETENCY OF INTERPRETERS USED IN PROGRAM AND THE ACCURACY OF TRANSLATED MATERIALS			
a. Do you make effort to assess the language fluency of all interpreters used in your program to determine their level of competence in their specific field of service? (Note: A way to fulfill this requirement is to use certified interpreters only.)	Yes	No	
b. As a general rule, does your organization avoid the use of family members, friends, and other untested individual to provide interpretation services?	Yes	No	
c. Does your organization have a policy and procedure in place to handle client requests to use a family member, friend, or other untested individual to provide interpretation services?	Yes	No	
d. Do you make an effort to verify the accuracy of any translated materials used in your program (or use only professionally certified translators)? (Note: Depending on the outcome of the four-factor analysis, N/A (Not applicable) may be an acceptable response to this question.	Yes	No	N/A
6. MONITORING OF SERVICES PROVIDED			
Does you make an effort to periodically evaluate the effectiveness of any language assistance services provided, and make modifications, as needed?	Yes		No
If there is a designated staff member who carries out the evaluation function? If so, please provide the person's title: _____	Yes		No

By signing and submitting this attachment to RFP#_____, the Contractor affirms that it:

1.) Has completed the four-factor analysis as part of the process for creating its proposal, in response to the above referenced RFP.
2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to ***all*** LEP persons to all programs, services, and/or activities offered by my organization.

3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

Contractor/Vendor Signature | Contractor's Representative Name/Title

Contractor Name | Date

BUDGET FORM

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: _____

Budget Request for: Cancer Registry Operations
(Name of RFP)

Budget Period: SFY 2017 (11-1-16 through 6-30-17)

Line Item	Direct Incremental	Indirect Fixed	Total	Matching Funds	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ -	$ -	$ -	$ -	
2. Employee Benefits	$ -	$ -	$ -	$ -	
3. Consultants	$ -	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	$ -	
Office	$ -	$ -	$ -	$ -	
6. Travel	$ -	$ -	$ -	$ -	
7. Occupancy	$ -	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	$ -	
11. Staff Education and Training	$ -	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
TOTAL	**$ -**	**$ -**	**$ -**	**$ -**	

Indirect As A Percent of Direct #DIV/0!

NOTE: Minimum match funding per section 4.4 of RFP

BUDGET FORM

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: _____

Budget Request for: Cancer Registry Operations
(Name of RFP)

Budget Period: SFY 2018 (7-1-17 through 6-30-18)

Line Item	Direct Incremental	Indirect Fixed	Total	Matching Funds	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	$ -	$ -	$ -	$ -	
2. Employee Benefits	$ -	$ -	$ -	$ -	
3. Consultants	$ -	$ -	$ -	$ -	
4. Equipment:	$ -	$ -	$ -	$ -	
Rental	$ -	$ -	$ -	$ -	
Repair and Maintenance	$ -	$ -	$ -	$ -	
Purchase/Depreciation	$ -	$ -	$ -	$ -	
5. Supplies:	$ -	$ -	$ -	$ -	
Educational	$ -	$ -	$ -	$ -	
Lab	$ -	$ -	$ -	$ -	
Pharmacy	$ -	$ -	$ -	$ -	
Medical	$ -	$ -	$ -	$ -	
Office	$ -	$ -	$ -	$ -	
6. Travel	$ -	$ -	$ -	$ -	
7. Occupancy	$ -	$ -	$ -	$ -	
8. Current Expenses	$ -	$ -	$ -	$ -	
Telephone	$ -	$ -	$ -	$ -	
Postage	$ -	$ -	$ -	$ -	
Subscriptions	$ -	$ -	$ -	$ -	
Audit and Legal	$ -	$ -	$ -	$ -	
Insurance	$ -	$ -	$ -	$ -	
Board Expenses	$ -	$ -	$ -	$ -	
9. Software	$ -	$ -	$ -	$ -	
10. Marketing/Communications	$ -	$ -	$ -	$ -	
11. Staff Education and Training	$ -	$ -	$ -	$ -	
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
	$ -	$ -	$ -	$ -	
TOTAL	**$ -**	**$ -**	**$ -**	**$ -**	

Indirect As A Percent of Direct #DIV/0!

NOTE: Minimum match funding per section 4.4 of RFP

Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name:
Program: Cancer Registry Operations
Budget Period: SFY 2017 (11/1/16 through 6/30/17)

A	B	C	D	E	E	F
Position Title	**Current Individual in Position**	**Projected Hrly Rate as of 1st Day of Budget Period**	**Hours per Week**	**Amnt Funded by this program for Budget Period**	**Amnt Funded by other sources for Budget Period**	**Site***
Example:						
Program Coordinator	Sandra Smith	$21.00	40	$32,760	$10,920	
Administrative Salaries						
Total Admin. Salaries				$0	$0	
Direct Service Salaries						
Total Direct Salaries				$0	$0	
Total Salaries by Program				$0.00	$0.00	

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.
*Please list which site(s) each staff member works at, if your agency has multiple sites.

Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: 0
Program: Cancer Registry Operations
Budget Period: SFY 2018 (7/1/17 through 6/30/18)

A	B	C	D	E	E	F
Position Title	**Current Individual in Position**	**Projected Hrly Rate as of 1st Day of Budget Period**	**Hours per Week**	**Amnt Funded by this program for Budget Period**	**Amnt Funded by other sources for Budget Period**	**Site***
Example:						
Program Coordinator	Sandra Smith	$21.00	40	$32,760	$10,920	
Administrative Salaries						
Total Admin. Salaries				$0	$0	
Direct Service Salaries						
Total Direct Salaries				$0	$0	
Total Salaries by Program				$0.00	$0.00	

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.
*Please list which site(s) each staff member works at, if your agency has multiple sites.