

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Division of Client Services
Electronic Asset Verification System Solution
RFP 2016-002



STATE OF NEW HAMPSHIRE

**NH Department of Health and Human Services
Division of Client Services
Electronic Asset Verification System Solution
RFP 2016-002**

RFP ISSUED.....11/12/15

VENDOR TELECONFERENCE.....11/24/15, 2:00 EST

TELECONFERENCE PHONE NUMBER TO BE PROVIDED

STATE POINT of CONTACT.....Eric Borrin
eric.borrin@dhhs.state.nh.us
(603) 271-9558

CONTRACT TYPE.....NOT TO EXCEED

PROPOSALS DUE.....January 6, 2016 3:00 PM

AT: DEPARTMENT OF HEALTH AND HUMAN SERVICES

Contracts & Procurement Unit
C/O Eric Borrin
Brown Building
129 Pleasant St.
Concord, New Hampshire 03301

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1. INTRODUCTION

This Request for Proposal (RFP) is published to solicit proposals for the provision of a Software and operational Services Solution and associated services for the Department of Health and Human Services (DHHS) to implement a process for verifying and reporting of individual assets held at various Financial Institutions of aged, blind or disabled (ABD) applicants for and recipients of Medicaid.

1.1 Title VII, Section 7001(d) of P.L.110-252

Title VII, Section 7001(d) of P.L. 110-252 (Supplemental Appropriations Act of 2008) added a new section, 1940, to the Social Security Act. Section 1940 now requires all states to implement an electronic system for verifying the assets of aged, blind or disabled applicants for and beneficiaries of Medicaid.

The State plans to execute a Not to Exceed (NTE) Contract as a result of this RFP. If an award is made, it shall be made based upon evaluation of the submitted proposals in accordance with the review process outlined in Section 5 below. The award will be based upon criteria, standards, and weighting identified in this RFP.

1.1.1 Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other vendors to provide any of the Services identified under this procurement.

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

If a Contract is awarded, the Vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any Contract award. Such permission, at a minimum, will be dependent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire. A Contract award is contingent on approval by the Governor and Executive Council.

1.2 Terms and Definitions

The general contracting terms and definitions in section **Appendix J** apply to this RFP.

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1.3 Contract Term

Time is of the essence in the performance of a Vendor's obligations under the Contract.

The Vendor shall be fully prepared to commence work by March 2016, after full execution of the Contract by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The State anticipates that the Vendor's initial term will begin on the Effective Date and extend for three (3) years. The term may be extended up to another two (2) years ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term, up to but not beyond July 1, 2021.

The Vendor shall commence work upon issuance of a Notice to Proceed by the State.

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

1.3.1 Contract Negotiations and Unsuccessful Bidder Notice

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

1.3.1.1 In accordance with New Hampshire Statutes Chapter 21-I:13-a, no information shall be available to the public, the members of the general court or its staff, notwithstanding the provisions of RSA 91-A:4, concerning specific responses to this RFP, from the time the RFP is made public until the contract is

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actually awarded, in order to protect the integrity of the public procurement process. This means unsuccessful Vendors shall not be notified until after the Governor and Executive Council have approved the resulting Contract. No information can be provided to non-selected Vendor until after contracts are awarded, at which time non-selected applicants may submit a written request for more information about the reasons for not being selected and recommendations that may make future applications more effective. Such requests are not considered appeals. Once an applicant has submitted a letter, the State will attempt to accommodate such requests within a reasonable time.

1.4 Project Overview

Section 7001(d) of Title VII of the Supplemental Appropriations Act of 2008, Public Law 110-252, added §1940 to the Social Security Act. This section requires all States to implement a system for verifying the assets of aged, blind or disabled applicants and recipients of Medicaid. The DHHS is seeking a Software Solution and Supporting Operational Services to meet the requirements of §1940.

DHHS must have the ability to electronically forward a request for asset information for individuals applying and/or receiving Old Age Assistance (OAA), Aid to the Needy Blind (ANB) or Aid to the Permanently and Totally Disabled (APTD) medical assistance to financial institutions using a secure system. Each financial institution must repond electronically, providing any information it has about assets the applicant/recipient has or has had in the institution within previous sixty months. This information must be brought into the State's New HEIGHTS Eligibility System (New HEIGHTS), where the information is used to determine whether applicant and/or recipients meet certain financial eligibility requirements.

The following is an overview of the project requirements:

1. The Asset Verification System Solution (AVS) must be able to interface with the New HEIGHTS and meet the requirements established by the Centers for Medicare and Medicaid Services (CMS).
2. The request and response system must be electronic: Verification inquiries must be sent electronically via the internet or similar means from the State to the financial institution.
3. The system cannot be based on mailing paper-based requests.
4. The system must have the capability to accept responses electronically.

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5. The system must be secure, based on a recognized industry standard of security (e.g. as defined by the U.S. Commerce Department's National Institute of Standards and Technology, or National Institute of Standards and Technology (NIST).
6. The system must establish and maintain a database of Financial Institutions that participate in the State's AVS.
7. Verification requests also must be sent to Financial Institutions other than those identified by applicants and recipients, based on some logic such as geographic promximity to the applicant's home address or previous addresses held within the last five years, or other reasonable factors whenever the State determines that such requests are needed to determine or redetermine the individual's eligibility.
8. The verification requests must include a request for information on both open and closed accounts, going back for a period of up to five (5) years, as determined by the State.
9. The State must be able to generate reports on verification activity, including information such as: the number of requests, number of responses, amounts of undisclosed assets found, etc.
10. Associated operational services shall be included in the proposed solution.
11. The State would prefer Data transmissions and reports be transported to the State via Secure File Transfer Protocol (SFTP), however, the State will consider a web portal solution.

1.5 Subcontractors

The Vendor shall identify all Subcontractors to be provided to deliver required Services subject to the terms and conditions of this RFP, including but not limited to, in Appendix H Section H-25: *General Contract Requirements* herein and Appendix H: *State of New Hampshire Terms and Conditions* of this RFP.

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

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2. SCHEDULE OF EVENTS

The following table provides the Schedule of Events for this RFP through Governor and Council approval and Notice to Proceed.

EVENT	DATE	TIME
RFP released to Vendors (on or about)	11/12/2015	
Vendor Inquiry Period begins (on or about)	11/12/2015	
Notification to the State of the number of representatives attending the Vendor teleconference	11/23/15	
Optional Vendor teleconference; location identified in <i>General Instructions</i> , Section 4.3	11/24/15	2:00 PM ET
Vendor Inquiry Period ends (final inquiries due)	12/1/15	4:00 PM ET
Final State responses to Vendor inquiries	12/7/15	
Final date for Proposal submission	1/6/16	2:30 PM ET
Invitations for oral presentations [Program to determine if needed]	Week of 1/18/16	
Vendor presentations/discussion sessions/interviews, if necessary	Week of 1/25/16	
Anticipated Governor and Council approval	TBD	
Anticipated Notice to Proceed	TBD	

All times are according to Eastern Time.

DHHS reserves the right to modify these dates at its sole discretion.

3. SOFTWARE, REQUIREMENTS AND DELIVERABLES

3.1 Technology

The State seeks an Electronic Asset Verification System (AVS) for this Contract. Each Proposal must present a technology Solution that can fully support the required functionality listed in Appendix C: *System Solution Requirements and Deliverables*.

3.2 Requirements

3.2.1 Appendix B: *Minimum standards for Proposal Consideration*, compliance with Technology Solution requirements, use of proposed

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AVS, Vendor Implementation experience, and proposed Project Team.

3.2.2 Appendix C: *Technology System Solution Requirements and Deliverables*

3.2.3 Appendix D: *Topics for Mandatory Narrative Responses* for Software, technical, Services and Project Management topics.

3.2.4 Appendix E: *Standards for Describing Vendor Qualifications* including Vendor corporate qualifications, team organization and key staff, Project Manager, and other key staff candidates' qualifications.

3.3 Deliverables

The State classifies Deliverables into three (3) categories: Written Deliverables, Software Deliverables, and Non-Software Deliverables. Pricing and scheduling information requirements for these deliverables are provided in Appendix F: *Pricing Worksheets*. A set of required Deliverables as well as a list of Requirements for these Deliverables is detailed in Appendix C: *Technology System Solution Requirements and Deliverables*. Appendix D: *Topics for Mandatory Narrative Responses* solicits responses, which will expound on the Vendors' understanding of the Service Implementation process, the manner of Service delivery and experience with similar projects related to the Technology Solution, technical Services, and Project Management topics.

4. INSTRUCTIONS

4.1 Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the DHHS, no later than the time and date specified in Section 2: *Schedule of Events*. Proposals must be addressed to:

**State of New Hampshire
Department of Health and Human Services
c/o Eric Borrin
Director of Contacts and Procurement Unit
129 Pleasant Street
Concord, New Hampshire 03301**

Cartons containing Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE
Department of Health and Human Services**

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RESPONSE TO Department of Health and Human Resources RFP 2016-002
ELECTRONIC ASSET VERIFICATION SYSTEM

Late submissions will not be accepted and will remain unopened. Delivery of the Proposals shall be at the Vendors' expense. The time of receipt shall be considered when a Proposal has been officially documented by the Department of Health and Human Services, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any damage that may occur due to shipping shall be the Vendor's responsibility.

Vendors are permitted to submit **only one (1) original and six (6) copies** Proposal(s) in response to this RFP.

All Proposals submitted in response to this RFP must consist of:

- a. One (1) original and six (6) clearly identified copies of the Proposal, including all required attachments,
- b. One (1) copy of the *Proposal Transmittal Form Letter* (described in Section 4.18.2: *Transmittal Form Letter*, herein) signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."
- c. One (1) copy of the Exceptions to Terms and Conditions form (as described in Appendix I: Exceptions to Terms and Conditions) signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."
- d. A separate cost proposal (packaged separately and sealed) APPENDIX F: PRICING WORKSHEETS , cost Proposal, one (1) original and three (3) clearly identified cost copies must be packaged separately from the original Proposal, labeled clearly and sealed.
- e. One (1) electronic copy on CD ROM in MS WORD format.

The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.

4.2 Proposal Inquiries

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

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4.2.1 Contact Information: -State Point of Contact

The State Point of Contact, for this RFP, from the RFP issue date until the selection of a Vendor, and approval of the resulting Contract by the Governor and Executive Council is:

Eric Borrin, Director
Contracts and Procurement Unit
Department of Health and Human Services
129 Pleasant Street
Concord, New Hampshire, 03301- 3857
Telephone: (603) 271-9558
Email: eric.borrin@dhhs.state.nh.gov

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.

Vendors are encouraged to submit questions via email; however, the State assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt.

Inquiries must be received by the RFP State Point of Contact (see Section 4.2.1) no later than the conclusion of the Vendor Inquiry Period (see Section 2: *Schedule of Events*). Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered.

The State intends to issue official responses to properly submitted inquiries on or before the date specified in Section 2: *Schedule of Events*; however, this date may be subject to change at the State's discretion. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the State. Official responses will be made in writing.

4.2.2 Restriction of Contact With State Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the RFP State Point of Contact listed in Section 4.2: *Proposal Inquiries*. State employees have been directed not to hold conferences and/or

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discussions concerning this RFP with any Vendor during the selection process, unless otherwise authorized by the RFP State Point of Contact.

4.3 Vendor Teleconference

A non-mandatory Vendor teleconference will be held at the following location on the date and at the time identified in Section 2: *Schedule of Events*. *The teleconference number will be distributed along with an agenda to all Vendors in advance of the conference.*

All Vendors who intend to submit Proposals are encouraged to participate attend the Vendor teleconference. . Vendors are requested to RSVP via email by the date identified in Section 2: *Schedule of Events*, indicating the number of individuals who will attend the Vendor teleconference.

Vendors will have an opportunity to ask questions about the RFP and the State will make a reasonable attempt to answer questions it deems appropriate. Questions may include, without limitation, a request for clarification of the RFP; a request for changes to the RFP; suggestions or changes to the RFP that could improve the RFP competition or lower the offered price; and to review any applicable Documentation.

Vendors are encouraged to email inquiries at least twenty-four (24) hours prior to the Vendor teleconference to Eric Borron (Eric.Borron@dhhs.state.nh.us). No responses will be given prior to the Vendor teleconference. Oral answers will not be binding on the State. The State's final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor Inquiry Period will be posted to the website by the date specified as the final State responses to Vendor inquiries as specified in Section 2: *Schedule of Events*. Vendors are responsible for any costs associated with attending the Vendor teleconference.

4.4 Alteration of RFP

The original RFP document is on file with the State of New Hampshire, Department of Administrative Services. Vendors are provided an electronic version of the RFP. Any alteration to this RFP or any file associated with this RFP is prohibited. Any such changes may result in a Proposal being rejected.

4.5 RFP Addendum

The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an Addendum to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

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4.6 Non-Collusion

The Vendor's signature on 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 Vendors and without effort to preclude the State from obtaining the best possible competitive Proposal.

4.7 Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Section 2: *Schedule of Events*, or until the Effective Date of any resulting Contract.

4.8 Property of the State

All material received in response to this RFP shall become the property of the State and will not be returned to the Vendor. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

4.9 Confidentiality of a Proposal

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

4.10 Public Disclosure

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

Any information submitted as part of a response to this request for proposal (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 (<http://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. If you believe any information being submitted in response to a request for proposal, bid or information should be kept confidential as financial or proprietary information, you must specifically identify that information in a letter to the agency, and should mark/stamp the materials as such. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Vendor pricing will be subject to disclosure upon approval of the contract by Governor and Council.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know

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Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Vendor has properly and clearly marked confidential, the State will notify the Vendor of the request and of the date and the State plans to release the records. A designation by the Vendor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Vendors agree that unless the Vendor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Vendors.

4.11 Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, data, and program services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, systems and Data.

The State will evaluate the degree to which the proposed Technology Solution is designed and architected to ensure the confidentiality and integrity of its valued asset, Data.

4.12 Non-Commitment

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

4.13 Proposal Preparation Cost

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

4.14 Oral Presentations/Interviews and Discussion

The State reserves the right to require Vendors to make oral presentations of their Proposals and/or to make available for oral presentations/interviews the staff proposed to implement the Technology Solution and related Services. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor. Vendors may be requested to provide

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demonstrations of their proposed Technology Solutions as part of their presentations.

4.15 Required Contract Terms and Conditions

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

4.16 Proposal Format

Proposals should follow the following format:

- The Proposal should be provided in a three-ring binder.
- The Proposal should be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch.
- The Proposal should use Times New Roman font with a size no smaller than eleven (11).
- Each page of the Proposal should include a page number and the number of total pages and identification of the Vendor in the page footer.
- Tabs should separate each section of the Proposal.

Exceptions for paper and font sizes are permissible for: graphical exhibits, which may be printed on white paper with dimensions of 11 by 17 inches; and material in appendices.

4.17 Proposal Organization

Proposals should adhere to the following outline and should not include items not identified in the outline.

- **Cover Page**
- **Transmittal Form Letter**
- **Table of Contents**
- **Section I:** Executive Summary
- **Section II:** Glossary of Terms and Abbreviations
- **Section III:** Responses to Requirements and Deliverables
- **Section IV:** Narrative Responses
- **Section V:** Corporate Qualifications
- **Section VI:** Qualifications of Key Vendor staff
- **Section VII:** Cost Proposal
- **Section VIII:** Copy of the RFP and any signed Addendum (a) - ***required in original Proposal only***
- **Section IX:** Appendix

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- **Section X Appendix I:** Exceptions to the State's Terms and Conditions

4.18 Proposal Content

4.18.1 Cover Page

The first page of the Vendor's Proposal should be a cover page containing the following text:

**STATE OF NEW HAMPSHIRE
Department of Health and Human Services**

**RESPONSE TO DHHS DCS RFP 2016-002
ELECTRONIC ASSET VERIFICATION SYSTEM SOLUTION**

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

4.18.2 Transmittal Form Letter

The Vendor must submit signed Transmittal Form Letter with their response using the Transmittal Form Letter Template provided herewith. Any electronic alteration to this Transmittal Form Letter is prohibited. Any such changes may result in a Proposal being rejected.

Remainder of this page intentionally left blank

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State of New Hampshire Proposal Transmittal Form Letter

Company Name _____

Address _____

To: NH Department of Health and Human Services State Point of Contact:

Attention: Eric Borrin
Telephone (603) 271-9558
Email: eric.borrin@dhhs.state.nh.gov

RE: Proposal Invitation Name: Electronic Asset Verification System
Proposal Number: RFP-2016-002
Proposal Due Date and Time: January 6, 2016

Dear Sir:

Company Name: _____ hereby offers to sell to the State of New Hampshire the Services indicated in RFP NH Department of Health and Human Services, Division of Client Services, Electronic Asset Verification System, RFP 2016-002 at the price(s) quoted in Vendor Response Section VII: *Cost Proposal*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Appendix H: *State of New Hampshire Terms and Conditions*.

Company Signor: _____ is authorized to legally obligate
Company Name: _____.

We attest to the fact that:

The company has reviewed and agreed to be bound by all RFP terms and conditions including but not limited to the *State of New Hampshire Terms and Conditions* in Appendix H, which shall form the basis of any Contract resulting from this RFP; No new terms and conditions have been added and no existing terms and conditions have been deleted in this RFP Proposal.

The Proposal is effective for a period of 180 days or until the Effective Date of any resulting Contract.

The prices quoted in the Proposal were established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and

The Vendor has read and included a copy of RFP 2016-002 and any subsequent signed Addendum (a).

Our official point of contact is _____
Title _____
Telephone _____ Email _____
Authorized Signature Printed _____

Authorized Signature _____

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4.18.3 Table of Contents

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal. The table of contents must conform to the outline provided in Section 4.17: *Proposal Organization*, but should provide detail, e.g., numbering, level of detail.

4.18.4 Section I: Executive Summary

The executive summary, which must not exceed five (5) pages, must identify how the Vendor satisfies the minimum standards for consideration, which are described in Appendix B: *Minimum Standards for Proposal Consideration*, to this Request for Proposals. The executive summary will also provide an overview of the Vendor's proposed Solution and Services. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal.

4.18.5 Section II: Glossary of Terms and Abbreviations

The Vendor must provide a glossary of all terms, acronyms, and abbreviations used in its Proposal.

4.18.6 Section III: Responses to System Solution Requirements and Deliverables

Technology Solution requirements are provided in Appendix C: *Technology System Solution Requirements and Deliverables*.

Using the response tables in Appendix C, the Vendor must document the ability to meet the Requirements and Deliverables of this RFP.

4.18.7 Section IV: Narrative Responses

Section IV solicits narrative responses describing the Software, Technical, Services and Project Management topics defined for this RFP Project. Appendix D: *Topics for Mandatory Narrative Responses* is organized into sections, which correspond to the different criteria of the scoring process of the Proposal. Discussion of each topic must begin on a new page.

4.18.8 Section V: Corporate Qualifications

Section V should provide corporate qualifications of all firms proposed to participate in the Project. Specific information to be provided is described in Section E-1: *Required Information on Corporate Qualifications* of Appendix E: *Standards for Describing Vendor Qualifications*.

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4.18.9 Section VI: Qualifications of Key Vendor staff

This Proposal section must be used to provide required information on Key Vendor staff. Specific information to be provided is described in Sections: E-2: *Team Organization and Designation of Key Vendor staff*; E-3: *Candidates for Project Manager*; and E-4: *Candidates for Key Vendor staff Roles*, of Appendix E: *Standards for Describing Vendor Qualifications*.

4.18.10 Section VII: Cost Proposal

The Cost Proposal must include the following:

- The *Activities/Deliverables/Milestones Pricing Worksheet* prepared using the format provided in Table F-1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;
- A *Proposed Vendor Staff, Resource Hours and Rates Worksheet* prepared using the format provided in Table F-2 of Appendix F: *Pricing Worksheet* and any discussion necessary to ensure understanding of data provided;
- The Cost Proposal must be accompanied by Budget Narrative which clearly defines the data provided in Pricing Worksheets. The method of price determination best suited for the proposed services, i.e., price per verification, price per match, monthly/annual firm fixed price (with or without contingency adjustments), or a combination of pricing methods.
- A *Future Vendor Rates Worksheet* prepared using the format provided in Table F-3 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;

NOTE: SECTION VII COST PROPOSAL, MUST BECOME PUBLIC INFORMATION AND AS SUCH SHALL NOT BE MADE CONFIDENTIAL OR PROPRIETARY. PROPOSALS SUBMITTED WITH ALL OR PART OF SECTION VII LABELED CONFIDENTIAL OR PROPRIETARY SHALL NOT BE CONSIDERED RESPONSIVE AND SHALL NOT BE ACCEPTED.

4.18.11 Section VIII: Copy of the RFP and any signed Addendum (a) -
required in original Proposal only

4.18.12 Section IX: Appendix- This section provided for extra materials as referenced in Appendix D such as Product Literature, Ad

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Hoc/Federal Reporting, Interface Standards, Testing (For UAT Plan)
and Status Meetings and Reports.

4.18.13 Section X: Appendix I- The Vendor must provide a signed copy of the Appendix I, Exceptions to Terms and Conditions. The Vendor must provide the rational for the exception(s) and a detailed explanation of how the proposed Solution will ensure exception will not adversely affect the integrity or security of the State's infrastructure of Operations system.

Remainder of this page intentionally left blank

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5. PROPOSAL EVALUATION PROCESS

5.1 Scoring Proposals

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

If the State, determines to make an award, the Vendor selection will be based upon these criteria. Should the State be unable to reach agreement with the selected Vendor during Contract discussions, the State may then undertake Contract discussions with the second preferred Vendor, and so on. Such discussions may continue at the sole option of the State, until an agreement is reached, or all Proposals are rejected.

The State will use a scoring scale of **1000** points, which shall be applied to the Solution as a whole. Points will be distributed among the following factors:

- 200 points - **Proposed Solution Features;**
- 100 points – **Technical Solution and Security**
- 50 points – **Service Methodology**
- 50 points – **Project Management and Control**
- 50 points – **Work Plan**
- 200 points – **Company and Staff Experience**
- 50 points - **Vendor Company**
- 300 points – **Solution Price (Rates and Pricing)**
- 1000 points - **Total Possible Score.**

5.2 Rights of the State in Evaluating Proposals

The State reserves the right to:

- a. Consider any source of information including but not limited to: State employees, Internet research and rating agencies, in evaluating Proposals;
- b. Omit any planned evaluation step if, in the State's view, the step is not needed;
- c. At its sole discretion, reject any and all Proposals at any time; and
- d. Open Contract discussions with the second highest scoring Vendor, if the State is unable to reach an agreement on Contract terms with the highest scoring Vendor.

5.3 Proposal Evaluation Scoring Process

The Proposal Evaluation Process will be conducted in the following stages:

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5.3.1 Phase I - Preliminary Review of Proposals:

Proposals received will be reviewed to determine compliance with Minimum Standards. At the Department's discretion, proposals that do not meet Minimum Standards may be disqualified. Proposals that meet the Minimum Standards shall move on to Phase II of evaluation process.

5.3.2 Phase II - Preliminary Scoring of Proposals:

During this phase of scoring, a team of evaluators will review each proposal to determine a preliminary score.

At the Department's discretion, the field of vendors may be narrowed to reveal a short list of vendors requiring further review, including oral interviews OR, the evaluation team may determine that they have sufficient information to make the scores final. The evaluation team must come to a consensus whether these scores will be considered "final" or require further review.

5.3.3 Phase III - Oral Interviews(if necessary):

Vendors who have reached the Phase III may be invited to present oral interviews or product demonstrations which will clarify and expand upon the information provided within the written submitted proposals. Vendors are prohibited from altering the basic substance of their Proposals during the Oral Interview Process. Oral interviews must be limited to three (3) hours in length. A highly structured agenda will be provided to the Vendor no less than seven (7) days prior to the scheduled Oral Interview. Vendor is limited to two (2) presenters. Any and all costs associated with oral interviews or product demonstrations shall be borne entirely by the Vendor.

5.3.4 Phase IV – Final Consensus Score:

At the Department's discretion, the preliminary scores may be altered due to information received during the Oral Interviews. The evaluation team must come to a final consensus score.

5.3.5 Phase V – Final Evaluation:

Reference and background checks will be made for finalist or finalists as appropriate.

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5.4 Best and Final Offer

The State **will not** be requesting a Best and Final Offer. The State plans to negotiate pricing with the highest scoring Vendor. If an agreement is not reached, the State reserves the right to move on to negotiations with the second-highest scoring Vendor.

5.5 Scoring Detail

The State will select a Vendor based upon the criteria and standards contained in this RFP.

5.5.1 Solution Fit

The Proposed Solution Features will be allocated a maximum score of **200 points**. The main purpose of this section is to measure how well the solution meets the business needs of the Agency. The contribution of scoring team members representing all stakeholders will be critical in this section.

Scoring Criteria	Max Points
Solution, Deliverables, and Services Offered (Receiving, Processing, Reporting)	100
Data Exchange	20
Usability Features	10
Data and Process Quality Audits	30
Reports	30
Pricing Model	10

Information for these scores will be found in, but is not limited to:

- **Proposal Section III: Responses to Requirements and Deliverables, Attachment C-2: Requirements, particularly Business Requirements;**
- **Proposal Section IV: Narrative Responses; including, but not limited to Topics 1,2,3,6,8, and 9; and**
- **Vendor Presentation and Demonstration**

5.5.2 Technical Solution and Security - Technical Solution and Security will be allocated a maximum score of **100 points**. The main purpose of this section is to evaluate whether the proposed technical solution meets the technical and security specification required by the State and whether the Vendor employs industry best practices to ensure the confidentiality and security of the State's data.

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Scoring Criteria	Max Points
Technology Solution Platform	20
Standards	20
Technology Solution Security & Hosted Environment	30
Backup and Recovery	15
Assurance of Business Continuity	15

Factors include, but are not limited to:

Platform – Is the technology solution and interface modern and secure?

Standards – Does the Technology Solution comply with security industry standards, such as NIST, Banking standards, CMS standards and HIPAA? Are the Vendor’s services performed in manners that are HIPAA compliant?

Interfaces - Will the Technology Solution interface effectively with the New HEIGHTS system? Is the frequency and format within acceptable parameters?

Security – Will the Technology Solution and the Vendor’s business practices safeguard the State’s confidential information and Data?

Business Continuity – Does the Vendor’s Business Continuity Plan ensure that operations can continue with a minimum of disruption in the event of a physical or cyber event?

Information for these scores will be found in, but is not limited to:

- **Proposal Section III: Responses to Requirements and Deliverables Attachment C-2: Requirements, particularly Application and Operations requirements;**
- **Proposal Section IV: Narrative Responses, including but not limited to Topics 2,5,7,10,11, and 12;**
- **Vendor Presentation and Demonstration**

5.5.3 Scoring of the Service Methodology – Service Methodology will be allocated a maximum score of **50 points**. The main purpose of this section is to evaluate the approach and processes employed to provide the required services.

Scoring Criteria	Max Points
-------------------------	-------------------

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Roles and Responsibilities	10
Transition Services	5
Implementation Approach	10
User Acceptance Testing	5
Operational Services	10
Help Desk Support	10

Factors include, but are not limited to:

Roles and Responsibilities- What are the steps included in the delivery of the asset verification services. How is State staff involved?

Technology Solution Implementation – What is the process for establishing the State as a client? This includes both administrative processes as well as setting up technology.

Support – How will the Vendor support the State if there is an issue to be resolved during testing and ongoing operations.

Information for these scores will be found in, but is not limited to:

- **Proposal Section IV: Narrative Responses; including, but not limited to, Topics 13, 14, 15, 16, 20, and 21;**
- **Vendor Presentation and Demonstration**

5.5.4 Project Management and Control- Project Management and Control will be allocated a maximum score of **50 points**. The main purpose of this section is to evaluate the approach and processes employed to provide the required services.

Scoring Criteria	Max Points
Status Meetings and Reports	20
Risk and Issue Management	30

Factors include, but are not limited to:

Project Management – This entails the proposed approach to the management of the project and ability to keep the project on target and ensure that the required services are provided.

Management of Operations – How will the vendor ensure that all requests are being met in a timely manner and that the Vendor identifies and resolves problems that occur?

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Reporting and Project Documentation – This involves the compliance with requirements around status reports, issue logs, and other project communications.

Information for these scores will be found in, but is not limited to:

- **Proposal Section III: Responses to Requirements and Deliverables Attachment C-2: Requirements, particularly Project Management requirements;**
- **Proposal Section IV: Narrative Responses, including but not limited to Topics 17 and 18.**
- **Vendor Presentation and Demonstration**

5.5.5 Work Plan – The Preliminary Work Plan evaluation will be allocated a maximum score of **50 points**.

The evaluation team will assess whether the Work Plan is complete, State and Vendor roles are identified, and the schedule allocates sufficient time to accomplish the Deliverables.

Scoring Criteria	Max Points
Work Plan	50

Information for these scores will be found in, but is not limited to:

- **Proposal Section IV: Narrative Responses, including but not limited to Topic 19;**
- **Vendor Presentation and Demonstration**

5.5.6 Company and Staff Experience – Company and Staff Experience will be allocated a maximum score of **200 points**. The evaluation team will assess whether the Vendor's company and staff have the desired depth of experience providing similar services to organizations.

Scoring Criteria	Max Points
Use of State Staff (Matrix)	80
Staff Experience with Solution and Services	100
Composition of Vendor Team	20

Factors include, but are not limited to:

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Staff Experience – Training and certification is important but experience with similar projects will be a major contributor to a smooth Implementation.

Size and composition of Vendor Team – Are there sufficient staff resources and sufficient qualifications and experience within the Vendor team to carry out the project?

Information for these scores will be found in, but are not limited to:

- **Proposal Section VI: Qualifications of Key Staff**
- **Vendor Presentations**
- **References**

5.5.7 Scoring of Vendor Company

Vendor Company qualifications will be allocated a maximum score of **50 points**. It must be established that the Vendor company is capable of carrying out the Project through Implementation, the Warranty Period and the maintenance period.

Scoring Criteria	Max Points
Time in Business	10
Experience with Product	20
Bench & Support Structure	10
References	10

Factors include, but are not limited to:

Length of Time in Business – A proven track record of operation for a number of years that the company will continue to support the Technology Solution.

Experience with this Product/Service – Demonstrated competence in working with the proposed Technology Solution and Services.

Bench Strength and Support Structures – The State will consider the depth of industry and technical skill within the company as well as the Vendor’s plan for support of the State staff.

References - The measure of a company’s worth is more accurate when made by a third party that has collaborated with the Vendor on a similar project.

Litigation – The relevance of involvement of the company in litigation will be considered.

Financial Strength – Financial strength when measured by financial statements or a rating company is an indication of the company’s ability to operate long term and through unexpected problems.

Information for these scores will be found in, but is not limited to:

- **Proposal Section V: Corporate Qualifications**

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- **Proposal Section IV: Narrative Responses, including but not limited to Topic 20;**
- **References**

5.5.8 Scoring the Software Solution Price

Vendor proposed Software Solution price will be allocated a maximum score **of 300 points**. The State will consider all pricing for the term of the Contract, provided in Tables F-1: *Activities/Deliverables/Milestones Pricing Worksheet*. The price information required in a Proposal is intended to provide a sound basis for comparing pricing.

THE FOLLOWING FORMULA WILL BE USED TO ASSIGN POINTS FOR COSTS:

Vendor's Price Score= (Lowest Proposed Price / Vendor's Proposed Price) times

NUMBER OF maximum points for Solution pricing defined in Section 5.1: Scoring Proposals.

For the purpose of this formula, the lowest proposed price is defined as the lowest price proposed by a Vendor who fulfills the minimum qualifications.

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APPENDIX A: BACKGROUND INFORMATION

A-1 Department of Health and Human Services

The Department of Health and Human Services is a single state Agency that administers the New Hampshire Medicaid program with the Division of Client Services being responsible for financial eligibility determinations and redeterminations. The Office of Medicaid Business and Policy is responsible for Medicaid eligibility policy development and for providing technical assistance to eligibility staff. Medicaid eligibility rules require that an individual's assets be under a certain amount and prohibit individuals from transferring countable assets for less than fair market value. The Look-back period for all asset transfers is sixty months prior to application. New Hampshire has approximately 39,312 recipients of Medicaid, who have been determined eligible on the basis of age, blindness or disability and the Division of Client Services receives an average of 2,280 applications per month.

The mission of the Division of Client Services is: to provide Client-Centered, Results-Focused and Whole-person view when determining financial eligibility. The Division also looks at everything it does through the client's perspective and to be sure it is providing all services he or she is eligible for, not just those he or she may have applied or requested.

Project Goals

Goals and Objectives for the Electronic Asset Verification Solution:

1. Verify the assets of aged, blind, and disabled individuals applying or reapplying for NH Medicaid;
2. Report the assets of the above referenced population;
3. Maintain a collegial relationship with the various financial institutions.
4. Implementation and operation of an electronic Asset Verification System;
5. Tracking and Reporting of Verification activity

A-2 Technical Considerations

The Project will be conducted in cooperation with the New Hampshire Department of Information Technology (DoIT). DoIT coordinates the statewide Information Technology activities.

A-3 Related Documents Required at Contract time

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1. Certificate of Good Standing/Authority (Appendix G-2–item A) dated after April of the current year and available from the Department of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: www.sos.nh.gov/corporate/Forms.html
2. Certificate of Vote/Authority (Appendix G-2-Item B)
3. Certificate of Insurance (See page 3 of Appendix H, *State of New Hampshire Terms and Conditions*, Paragraph 14).
 - a. Submit proof of comprehensive general liability insurance with appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - b. Certify compliance with, or exemption from, the requirements of NH RSA 281-A, Worker's Compensation.
 - c. Identifying the Certificate Holder as:
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
4. Proof of Worker's Compensation (Appendix H: paragraph 15).

A-4 State Project Team

State high-level staffing for the Project will include:

State Subject Matter Experts (SME)

The Role of the State SME is to assist application teams with an understanding of the State's Current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

1. Be the key user and contact for their Agency or Department;
2. Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
3. Assist in validating and documenting user requirements, as needed.
4. Assist in mapping business requirements;
5. Assist in constructing test scripts and data;
6. Assist in system, integration, and Acceptance Testing;
7. Assist in performing conversion and integration testing and data verification;
8. Attend Project meetings when requested; and
9. Assist in training end users in the use of the Software Solution and the business processes the application supports.

State Technical Lead:

The State's Technical Lead is responsible for leading and managing the State's technical tasks. Responsibilities include:

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1. Attend technical training as necessary to support the Project;
2. Assist the State and Team Project Managers to establish the detailed Work Plan;
3. Manage the day-to-day activities of the State's technical resources assigned to the Project;
4. Work with State IT management to obtain State technical resources in accordance with the Work Plan;
5. Coordinate the technical resources of the State, including but not limited to, 3rd-party vendors, and the DoIT Operations resources.
6. Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State; and
7. Represent the technical efforts of the State at bi-weekly Project meetings.

State Network Administrator (DoIT)

The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:

1. Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
2. Establish connections among the database and application servers; and
3. Establish connections among the desktop devices and the Application and database servers.

State Testing Administrator

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

1. Coordinating the development of system, integration, performance, and Acceptance Test plans;
2. Coordinating system, integration, performance, and Acceptance Tests;
3. Chairing test review meetings;
4. Coordinating the State's team and external third parties involvement in testing;
5. Ensuring that proposed process changes are considered by process owners;
6. Establish priorities of Deficiencies requiring resolution; and
7. Tracking Deficiencies through resolution.

A-4.1 Project Sponsor

The Project Sponsor, will be responsible for securing financing and resources, addressing issues brought to his attention by the State Project Manager, and assisting the State Project Manager in promoting the Project throughout the State. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.

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A-4.2 State Project Manager

The State Project Manager will be responsible for:

The State Project Manager shall work side-by-side with the AVS Project Manager. The role of the State Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

1. Plan and conduct a kick off meeting with the assistance from the AVS Vendor
2. Assist the Vendor in the development of a detailed Work Plan;
3. Identify and secure the State Project Team Members in accordance with the Work Plan;
4. Define roles and responsibilities of all State Project Team Members assigned to the Project;
5. Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation Tasks;
6. Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project Level;
7. Inform the Vendor Project Manager of any urgent issues if and when they arise; and
8. Assist the project team staff to obtain requested information if and when they are required to perform certain Project tasks.

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APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION

A Proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

B-1 Submission requirements

1. The Proposal is date and time stamped before the deadline as defined in Section 2: *Schedule of Events*. The Vendor has sent the proper number of copies with the original version of the Proposal marked "ORIGINAL" and the copies marked "COPY" as defined in Section 4.1: *Proposal Submission, Deadline and Location Instructions*
2. The original Proposal includes a signed Transmittal Letter accepting all terms and conditions of the RFP without exception
3. The software license agreement, if applicable, shall be submitted with the Vendor's Proposal for review by the State.

B-2 Compliance with Technology Solution Requirements

Technology Solution requirements and Deliverables are listed in Appendix C: *Technology Solution Requirements and Deliverables* in this RFP. **The proposed Vendor's Solution must be able to satisfy all of the mandatory requirements in Appendix C-2, Business Requirements.**

B-3 Vendor Implementation Service Experience

: The Vendor must have provided these services to at least three (3) government clients comparable in size and complexity to the State of New Hampshire within the last three (3) years.

B-4 Proposed Project Team

Vendors must submit resumes of all proposed key staff person – Project Manager, and other key Management staff. Experiences narratives shall be attached to the resumes describing specific experience with the type of service to be provided by this RFP, a Medicaid Program, and professional credentials, including any degrees, licenses and recent and relevant continuing education.

The resumes of proposed personnel shall include:

1. Experience with Vendor;
2. Experience in working with Medicaid program;
3. Experience in the type of services to be provided by this RFP;
4. Relevant education and training, including college degrees, dates of completion, and institution name and address; and
5. Names, positions and phone numbers of a minimum of three people who can give information on the individuals' experience and competence.

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The Resumes of proposed Managers shall include:

1. Experience in managing large-scale contractual services projects;
2. Other management experience; and
3. Supervisory experience including details and number of people supervised.

Each project referenced in a resume should include the customer name, the time period of the project, and the time period the person performed, as well as a brief description of the project and the person's responsibilities.

For the purpose of evaluating compliance with this requirement, the Vendor team is permitted include Subcontractors. In addition, one (1) team member may be identified to fulfill the experience requirement in multiple areas.

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APPENDIX C: SYSTEM SOLUTION REQUIREMENTS AND DELIVERABLES

C-1 SCOPE OF WORK

The Contractor shall provide, at a minimum, an Asset Verification System (AVS) that meets all the requirements of the CMS and P.L. 1940.

The AVS shall send verification inquiries electronically via the internet or similar means from the AVS to the financial institutions. The system cannot be based on mailing or faxing paper-based requests. The system must have the capability to provide for both electronic submission of requests to Financial Institutions; and electronic receipt of responses from Financial Institutions.

The Contractor shall provide training and Customer support to both DHHS's Staff and Financial Institution staff.

The AVS must provide documentary evidence that the search was conducted even if no assets are found.

The AVS shall request information concerning both open and closed accounts going back for a period up to five (5) years to determine if the client's name appeared on any account as a single or joint owner during the Look-back period.

The AVS shall include, any financial record, as defined in Section 1101(2) of the Right to Financial Privacy Act, held by the financial institution, with respect to the applicant or recipient.

The AVS shall allow for verification requests to be sent to financial institutions other than those identified by the applicant or recipient. These queries shall be based on some logic such as geographic proximity to the applicant's home address or other reasonable factors. The AVS must provide an option for DHHS staff to specify financial institutions.

The AVS shall provide for cross state matching of assets to include Financial Institutions located outside of New Hampshire.

The AVS shall provide data transmissions and reports to the State via Secure File Transfer Protocol (SFTP).

NETWORK OF FINANCIAL INSTITUTIONS:

The Vendor shall have an established newtwork of financial institutions who will participate in the AVS. The network shall be geographically diverse and shall include matching with financial institutions' located outside of New Hampshire. The

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Vendor shall have an established system for recruiting Financial Institutions. The Vendor is encouraged to propose innovative and creative strategies to recruit Financial Institutions.

The Vendor shall submit with its proposal plans for recruiting Financial Institutions and Letter of Commitment from Financial Institutions who have already agreed to participate. Each Letter of Commitment shall indicate the level of access and communication agreed to by the Financial Institution.

The Vendor shall establish and maintain good working relationship with Financial Institutions and professional associations with which it is required to be in contact in the performance of the Contract.

The Vendor should describe their approach to providing the services described in this section. This section should contain a comprehensive description of the proposed work plan. The narrative descriptions within this section must include the following:

1. The Description shall encompass the requirements of this RFP as outlined in Scope of Work.
2. The Proposal must describe the methodology to be followed in sufficient detail to demonstrate the Vendor's direction and understanding of this RFP.
3. The Proposal must include a high-level project plan for the project. This Project Plan must be at a level of major tasks and milestones and be submitted in Microsoft Project or comparable Tool.
4. The proposal must summarize how State of New Hampshire agency staff will be used as resources in this project. It is the State's desire that agency staff be advised of all aspects of the engagement.
5. The proposal should include information about past performance results and a plan for evaluation the proposed project.

C-2 REQUIREMENTS

Vendors shall complete the requirements checklist outlined in table C-2 below, Appendix C-2 Business Requirements Vendor Response Checklist. An excel document of the business requirements checklist is available upon request.

The Contractor shall ensure the highest level of Security. The Contractor shall comply with all Division of Client Services privacy and security requirements. The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPPA).

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Table C-2: Appendix C-2 Business Requirements Vendor Response Checklist

Vendor Instructions
Criticality: M = Mandatory O = Optional
Vendor Response Column: Place a "Yes" if the current release of the software can fully support ALL the functionality described in the row, without special customization. A "Yes" can only be used if the delivery method is Standard (see delivery method instructions below). Otherwise, enter an "No"; A "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).
Delivery Method Column: Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered. Standard - Feature/Function is included in the proposed system and available in the current software release. Future - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.) Custom - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the software modification in the comment area. These cost estimates should add up to the total cost for software modifications found in the cost summary table in Section X of the RFP). Not Available/Not Proposing - Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)
Comments Column: For all Delivery Method responses other than standard (Future, Custom, or Not Available/Not Proposing) vendors must provide a brief explanation. Free form text can be entered into this column.

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BUSINESS REQUIREMENTS					
			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SUBHEAD					
B1.1	Application for the Aged, Blind, or Disabled is received and entered into Department of Health and Human Services (DHHS) New HEIGHTS System.	M			
Data Exchange					
B2.1	DHHS will send a transaction to the Vendor to request information about resources for the client or client's non-applicant spouse.	M			
B2.2	The VENDOR shall receive the transaction.	M			
B2.3	The VENDOR shall provide a response back within 15 calendar days.	M			
AVS Vendor Requirements					
B3.1	The VENDOR'S System cannot be based on mailing or faxing paper-based requests	M			
B3.2	The VENDOR shall be able to use personally identifiable information such as Social Security Number (SSN) to verify the Financial Institutions bank accounts.	M			
B3.3	The VENDOR's System shall establish and maintain a database of Financial Institutions that participate in the Department's asset verification requests as well as the ability to continue to expand the number of Financial Institutions.	M			
B3.4	The VENDOR's System shall have the capability to provide electronic submission of requests to Financial Institutions.	M			
B3.5	The VENDOR's System shall have the capability to have an electronic receipt of responses from Financial Institutions	M			

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B3.6	The VENDOR shall send verifications to Financial Institutions other than those identified by the applicants and recipients based on proven logic using geographical proximity to the applicant's home address or other addresses the individual has lived at such as Redeterminations for individual's eligibility.	M			
B3.7	The Asset Verification System Solution (AVS) search shall include, at a minimum, checking, savings, investment accounts, IRA's, treasury notes/US Savings Bonds, certificates of deposit, life insurance, annuities and any other assets that may be held or managed by any Financial Institution.	M			
B3.8	The verification requests shall include information for both open and closed accounts, going back for a period up to five years, as determined by the Department to determine if the client's name appeared on any account as a single or joint owner during the look back period.	M			
B3.9	The VENDOR shall provide a detailed list of sources/types of accounts, account numbers, balances from Financial Institutions. Responses shall include monthly balances of each account number up to the 5 year Look-back and the type of account i.e. checking, savings.	M			
B3.10	The AVS search shall include verification requests other than those identified by the applicant or recipient to Financial Institutions.	M			
B3.11	The Vendor shall provide the responses back to the Department within 15 calendar days.	M			
B3.12	The Vendor's system shall provide documentary evidence that the search was conducted even if no assets are found.	M			
B3.13	The Vendor shall be able to verify the accuracy of the information they are providing to the Department.	M			

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DHHS Heights User Requirements					
B4.1	The AVS process shall provide the ability to request additional or single requests for an additional search, if necessary as option for DHHS Staff.	M			
AVS Program Support					
B5.1	The VENDOR shall provide a Help Desk support for questions.	M			
B5.2	The VENDOR shall provide within 2 hours programmatic support on the data received via the Batch file.	M			
B5.3	The VENDOR shall provide Help Desk support during the hours of 7 a.m. to 4:30 p.m. Eastern Standard Time 5 days per week.	M			
B5.4	The VENDOR shall respond within 2 hours of the initial query.	M			
Security					
B6.1	The VENDOR must align with the Centers for Medicare and Medicaid Services (CMS) Medicaid Information Technology Architecture (MITA) 11-01-v1.0 Enhanced Funding Requirements: Seven Conditions and Standards (hereafter, "Seven Standards"), which can be found at the following website: http://www.medicare.gov/Medicare-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/EFR-Seven-Conditions-and-Standards.pdf	M			
B6.2	The VENDOR shall comply with the Federal and State NH privacy and security requirements, the Health Insurance Portability and Accountability Act (HIPPA), Section 1940 of the Social Security Act (SSA), the Centers for Medicare and Medicaid Services (CMS) directives, Software Test Descriptions (STDS), the United States Commerce Department's National Institute of Standards and Technology, or National Institute of Standards and Technology (NIST), Open Web Application Security Project (OWASP), and CMS MARS-E 2.0 as applicable (Minimum Acceptable Risk Standards).	M			
B6.3	The VENDOR's system shall be secure based on a recognized industry and the State of NH Standards.	M			

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B6.4	The VENDOR shall ensure seamless transmission of data between DHHS, Financial Institutions and other systems necessary.	M			
B6.5	Vendor to provide the system security plan (SSP) for any system to interface with NH State systems as a part of the vendor review process. The chosen vendor will also be required to provide an annually updated system security plan (SSP) and documentation supporting ongoing system risk mitigation for any system that interfaces with a NH State system.	M			
B6.6	Vendor shall have their connected system(s) penetration tested by a certified third-party vendor and provide complete results and any mitigation steps required to the State of NH bi-yearly..				
AVS Reporting					
B7.1	The Department must be able to generate reports on verification activity, including information such as the number of requests, number of responses, amount of undisclosed assets found, etc.	M			
B7.2	The VENDOR shall make available customized reports as requested by the Department.	M			
B7.3	The VENDOR shall provide data element to populate in DHHS eligibility system a client record indicating search was complete if no assets were found.	M			
B7.4	The VENDOR shall provide the following reports electronically in the format and frequency as approved by DHHS:	M			
B7.4(a)	Weekly summary of requests, responses and amounts (both disclosed and undisclosed) by identified by institution and by applicant.	M			
B7.4(b)	Monthly summary of data collected for each applicant from all respondents.	M			
B7.5	Response rate analysis by institution.	M			
B7.6	Report of period of ineligibility based on asset verification results.	M			

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B7.7	Report of Ineligibility based on the applicant/recipient determined over resources.	M			
B7.7	Reports to confirm contract compliance and vendor invoices.	M			
B7.8	The Ability for DHHS Staff to pull queries and generate Ad Hoc Reports as requested.	M			
APPLICATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS					
A1.1	Any user interface shall be web-based compatible and in conformance with the following W3C standards:	M			
A1.2	CSS 2.1	M			
A1.3	XML 1.0 (fourth edition)	M			
APPLICATION SECURITY					
A1.4	Verify the identity of or authenticate all of applications, services, and processes before allowing use of the System to prevent access to inappropriate or confidential data or services.	M			
A1.5	Verify the identity and authenticate all of the systems users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. .	M			
A1.6	Enforce unique user names.	M			
A1.7	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide <i>User Account and Password Policy</i> .	M			
A1.8	Enforce the use of complex passwords for general users using capital letters, numbers and special characters.	M			
A1.9	Encrypt passwords in transmission and at rest within the database.	M			
A1.10	Expire passwords after 90 days.	M			

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A1.11	Authorize user's client application to prevent access to inappropriate or confidential data or services.	M			
A1.12	Provide ability to limit the number of people that can grant or change authorizations.	M			
A1.13	Establish ability to enforce session timeouts during periods of inactivity.	M			
A1.14	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M			
A1.15	The application shall not store authentication credentials or sensitive Data in its code.	M			
A1.16	Audit all attempted accesses that fail identification, authentication and authorization requirements.	M			
A1.17	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for 30 days.	M			
A1.18	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M			
A1.19	Do not use Software and System Services for anything other than their designated use.	M			
A1.20	The application Data shall be protected from unauthorized use when at rest.	M			
A1.21	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M			
A1.22	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M			
A1.23	Create change management documentation and procedures.	M			

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TESTING					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
STANDARD TESTING					
T2.1	Provide certification of system compliance with Section 1940 of the Social Security Act (SSA), the Centers for Medicare and Medicaid Services (CMS) directives, Software Test Descriptions (STDS), the United States Commerce Department's National Institute of Standards and Technology, or National Institute of Standards and Technology (NIST), Open Web Application Security Project (OWASP), and Health Insurance Portability and Accountability Act (HIPAA).	M			
SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.1	The State shall have unlimited access, via phone or Email, to the Vendor support staff between the hours of 8:00am to 4:30 pm-Monday thru Friday EST.	M			
S1.	The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of the request.	M			
	If the Deficiency will cause the State to delay reserved transition or receipt of files in accordance with CMS requirements, that, the Vendor shall troubleshoot and repair the problem within 15 days. Problems that do not impact the State's ability to comply with federal requirements may be addressed by the Vendor in accordance with a mutually agreed upon schedule.	M			

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S1.2	The Vendor must proactively notify the State of any outages.	M			
S1.3	The Vendor will work with the State to resolve any operational and system issues.	M			
S1.3	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	M			
S1.4	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M			
S2.5	Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M			
S2.6	For all Warranty Service calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) issue identified by.	M			
S2.7	The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M			

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PROJECT MANAGEMENT					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
PROJECT MANAGEMENT					
P1.1	Vendor shall participate in the following meetings:	M			
P1.1(a)	kick-off meeting to initiate the Project.	M			
P1.1(b)	Work Plan/Status meetings.	M			
P1.2	Vendor shall support State during testing.	M			
P1.3	Vendor shall provide ongoing financial outreach services.	M			
P1.4	Vendor shall provide Project Staff as specified in the RFP.	M			
P1.5	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than <i>every two weeks</i> .	M			
P1.6	Vendor shall provide weekly summary of requests, responses and amounts (both disclosed and undisclosed) by identified by institution and by applicant report.	M			
P1.7	Vendor shall provide monthly summary reports of data collected for each applicant and nonapplicant spouse from all respondents.	M			
P1.8	Vendor will provide monthly response rate analysis by institution report.	M			
P1.7	Vendor shall provide monthly reports to confirm contract compliance and vendor invoices.	M			
P1.8	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format-on-Line, in a common library or on paper).	M			

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C-3 DELIVERABLES

Vendors shall complete the response checklist Table C-3 Deliverables Vendor Response Checklist.

Table C-3 Deliverables Vendor Response Checklist

Activity, Deliverable or Milestone	Deliverable Type	Explain how your Solution meets the requirement. Cite the page of your Proposal.	Comments	Proposed Date
Planning Phase				
Work Plan/Status Meetings Conduct Project Kickoff Meeting	Non-Software			
Project Planning Document in accordance with the glossary definition and Meetings	Written			
Specifications for data exchange and file format	Written			
Define test plan	Written			
Testing and Validation				
Support State during testing	Non-Software			
Documentation	Written			
State Acceptance	Written			
Services Implementation				
Provide certification with system security requirements	Written			
Notice to Proceed	Written			
Ongoing Operations				
Financial outreach Services	Non-Software			
Reporting				
Weekly summary of requests, responses and amounts (both	Written			

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<i>disclosed and undisclosed) by identified by institution and by applicant report.</i>				
<i>Monthly summary of data collected for each applicant from all respondents report.</i>	Written			
<i>Response rate analysis by institution report.</i>	Written			
<i>Reports to confirm contract compliance and vendor invoices</i>	Written			

C-4 File Transfer of Data

The Vendor shall receive data files from the State's New HEIGHTS System through a secure file transfer protocol interface. Asset verification data and all required reports will be returned to the New HEIGHTS System through the same interface.

Table C-4: New Heights and AVS Interfaces

AGENCY NAME	SYSTEM NAME	FUNCTION	FREQUENCY
			DAILY
Division of Client Services	New HEIGHTS System	SFTP Process	Daily

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APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES

Vendors must limit narrative responses describing the Software, Technical, Services and Project Management topics defined for this Project. The following table identifies specific topics for narratives. A page limit is identified for each topic. If a response to a topic exceeds the page limit, the State will limit its consideration to the prescribed page limit.

Topic	Page Limit
D-1 Proposed Service Solution	
Topic 1 – Solution, Deliverables, and Services Offered (Receiving, Processing, Reporting)	Page Limit 8
Topic 2 - Data Exchange	Page Limit 2
Topic 3 – Usability Features	Page Limit 2
Topic 4 - Documentation	Page Limit 2
Topic 5 - Technology Solution Platform	Page Limit 3
Topic 6 – Data and Process Quality Audits	Page Limit 3
Topic 7 - Standards	Page Limit 2
Topic 8 - Reports	Page Limit 2
Topic 9 – Pricing Model	Page Limit 4
D-2 Technical, Services and Project Management Experience	
D-2.1 Security and Protection of Data	
Topic 10 - Technology Solution Security & Hosted Environment	Page Limit None
Topic 11 - Backup and Recovery	Page Limit 2
Topic 12 - Assurance of Business Continuity	Page Limit 2
D-2.2 Coordination with State Personnel and Training	
Topic 13 – Roles and Responsibilities	Page Limit 2
Topic 14 – Transition Services	Page Limit 2
D-2.3 Project Execution	
Topic 15 - Implementation Approach	Page Limit 5
Topic 16 – User Acceptance Testing	Page Limit 2
D-2.4 Project Management Competence	
Topic 17 - Status Meetings and Reports	Page Limit 2
Topic 18 - Risk and Issue Management	Page Limit 2
Topic 19 - Work Plan	Page Limit None
D-2.5 Ongoing Operations	

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Topic 21 – Operational Services	Page Limit 2
Topic 20 – Help Desk Support	Page Limit 2

D-1 PROPOSED SERVICE SOLUTION

This section provides a series of topics related to the proposed Solution that the State of New Hampshire will consider for selecting the Asset Verification Service.

Topic 1 – Solution, Deliverables, and Services Offered

Response Page Limit: 8

Provide a detailed description of specific components of the Solution offered, including the Services and Deliverables the Vendor is proposing to offer the State.

The response must include a description of the following:

- How the Solution meets the business requirements (Attachment C-2).
- How the overall engagement will occur;
- Include a graphic workflow of the process;
- How input data errors will be handled;
- Identify timeframes for performing Implementation milestones;
- The process & validation to be employed to for asset research, including response times;
- Summary of financial institution relationships and the types of asset information available;
- The resources to be employed, including both State and Vendor by milestone;
- The time commitment required for both State and Vendor resources;
- The communication plan to be employed; and
- A detailed summary of the specific Deliverables, and proposed method of presenting the Deliverable to the State.

Topic 2 – Data Exchange

Response Page Limit: 2

Provide a detailed description of the mechanisms and tools included in the proposed Technology Solution to enable the specified data sharing between the Vendor and the State.

- Will the Technology Solution interface effectively with the New HEIGHTS system? Is the frequency and format within acceptable parameters?
- What type of interface/mechanism/tool and frequency is proposed for the State to exchange data with the vendor? Explain the process.
- What type of interface/mechanism/tool and frequency is proposed for the Vendor to exchange data with the State?

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- What form of data is being returned? Is it balances, bank statements, account status, etc.? Include a sample of returned information.

Topic 3 – Usability Features

Response Page Limit: 2

Provide a description of the process for submitting ad hoc requests for information.

- Will State staff be able to submit special requests for information when necessary for determination of eligibility? This may pertain to financial institutions that are not submitted with the client's initial application.
 - How will the State make these requests?
 - How will the results be returned?
 - Provide an example scenario of this process.

Topic 4- Documentation

Response Page Limit: 2

Describe and provide samples of the Vendor's proposed documentation to the State.

- Describe and provide samples of the available documentation supporting the Technology Solution and the asset verification Service. Will it contain technical specifications, troubleshooting tips, and technical contact information?

Topic 5 – Technology Solution Platform

Response Page Limit: 3

Provide a detailed description of the interfaces and the Technology Solution components used for processing.

- Describe the software and technology platform that your system operates on (code base, database, etc.). If any of the platform components are third party, or proprietary, please note. Indicate if the State will need to purchase licenses.
- Include details of the proposed Technology Solution including the database management system, licensed software suggested for data retrieval and reporting, proposed approach to developing any custom-built software components.
- Discuss plans for anticipated future releases of Technology Solution software. Address any impact on Technology Solution users or interfaces.

Topic 6 – Data and Process Quality Audits

Response Page Limit: 3

Provide a detailed description of how State staff will track status of the data submissions.

Describe the process State staff will follow to view a record of:

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- administrative actions: Login, Logout, Password reset, IP address, batch file transmission;
- data submission including user, date, time, and IP address;
- users viewing validations by date, time, file, IP address;
- users viewing completeness measures by date, time, file, IP address; and
- users making corrections by date, time, file, record, element, IP address.

Topic 7 – Standards

Response Page Limit: 2

Provide a detailed description of how the proposed Solution complies with established standards.

- Describe the degree to which your solution complies with information technology standards mentioned on the State of NH web site: <http://www.nh.gov/doit/vendor/index.htm>
- The proposed Solution must comply with Open Standards and Open Data Formats as mandated by RSA 21-R (HB418 2012). Is the data available to the State in an Open Data Format?
- Does the Technology Solution comply with security industry standards, such as NIST, Banking standards, CMS standards and HIPAA? Are the Vendor's services performed in manners that are HIPAA compliant?
- Is your solution compliant with CMS and banking confidentiality standards?

Topic 8 – Reports

Response Page Limit: 2

Provide a detailed description of the reports available to the State.

- Summarize and provide samples of the types and frequency of reports available to verify system activity such as the number of requests, number of responses, amount of undisclosed assets found, etc.; Refer to the reporting requirements listed in Appendix C, Business Requirements document, Section B7.1 – B7.8.
- Describe the process for requesting and receiving ad hoc reports as requested by the State i.e.,
 - Number of records per county, or district office or town during State fiscal year Q1;
 - The amount of State payments compared to the amount of money saved during a certain period of time.

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Topic 9 – Pricing Model

Response Page Limit: 4

Provide a detailed description of the pricing model for the proposed Solution.

- Describe the proposed pricing model. Address the following:
 - Fixed prices;
 - Recurring prices;
 - Price per transaction;
 - Price per batch;
 - Implementation pricing;
 - Operations pricing;
 - Transaction Services pricing; and
 - Other applicable prices.

D-2 Technical, Services, and Project Management Experience

This section provides a series of technical topics that the State of New Hampshire will consider in selecting the Electronic Asset Verification System Solution Service. A maximum length of response for each topic is defined.

D2.1 Security and Protection of Data

Topic 10 - Technology Solution Security and the Hosted Environment

Response Page Limit: None

Provide a detailed description of the security design and architectural features incorporated into the proposed Technology Solution. At a minimum, discuss the following:

- Describe the practices employed to ensure that your system and staff comply with HIPAA regulations.
- Describe the practices employed to ensure that your system and staff comply with Section 1940 of the Social Security Act (SSA).
- Describe the practices employed to ensure that your system and staff comply with the Centers for Medicare and Medicaid Services (CMS) directives.
- Describe the practices employed to ensure that your system and staff comply with Software Test Descriptions (STDS).
- Describe the practices employed to ensure that your system and staff comply with the United States Commerce Department's National Institute of Standards and Technology, or National Institute of Standards and Technology (NIST).
- Describe the practices employed to ensure that your system and staff comply with Open Web Application Security Project (OWASP).
- Describe the practices employed to ensure that your system and staff comply with CMS MARS-E 2.0 as applicable (Minimum Acceptable Risk Standards).
- Validate that your firm is in compliance with the CMS Medicaid Information Technology Architecture and enhanced funding 7 Standards and Conditions.

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- Describe the Technology Solution assurance provisions incorporated into the proposed Technology Solution. At a minimum, discuss the following:
 - a. What process or methodology is employed within the proposed Technology Solution to ensure Data integrity?
 - b. To what degree does the approach rely on system assurance capabilities of the relational database management system (RDMS)?
 - c. If multiple databases are employed, what extra procedures are employed to ensure synchronization among databases?
- Discuss your company's practices pertaining to the following security testing:
 - a. The identification and authentication methods used to ensure that users and any interfacing applications are identified and that their identities are properly verified.
 - b. The authorization methods used to ensure that users and client applications can only access Data and services for which they have been properly authorized.
 - c. The immunity methods used to ensure that unauthorized malicious programs (e.g., viruses, worms and Trojan horses) do not infect the application.
 - d. The methods used to ensure that communications and Data integrity are not intentionally corrupted via unauthorized creation, modification or deletion.
 - e. The methods used to ensure that the parties to interactions with the application cannot later repudiate or rebut those interactions.
 - f. The intrusion detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.
 - g. The privacy methods used to ensure that confidential Data and sensitive communications are kept private.
 - h. The Technology Solution maintenance methods used to ensure that unauthorized Technology Solution maintenance does not unintentionally disrupt the security mechanisms of the application or supporting hardware.
 - i. The testing methods conducted to load and stress test your Technology Solution to determine its ability to withstand Denial of Service (DoS) attacks.
 - j. Your software patch schedule employed to protect the Software from new security vulnerabilities as they arise.
 - k. The ability of your Technology Solution's software to be installed in a "locked-down" fashion so as to turn off unnecessary features (user accounts, operating system services, etc.) thereby reducing the software's security vulnerabilities and attack surfaces available to system hackers and attackers.
 - l. Provide a sample of your System Security Plan (SSP) for any System interface with NH Systems.
 - m. Describe your current penetration testing plan.
 - What is the frequency of testing?

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- Are tests performed by a 3rd party?
- n. Do you perform application vulnerability scanning on a regular schedule?

Topic 11– Backup and Recovery

Response Page Limit: 2

Provide a detailed description of the backup and recovery processes used to protect mission-critical Data.

- The State seeks a sound backup and recovery provision as part of the Solution. Describe the tools used for backup and recovery of applications and Data. Describe the impact of the proposed backup process on the operation of the Technology Solution. Also, address the following:
 - a. Use of and method for logging and journalizing;
 - b. Single points of failure and recommended approaches for their elimination; and
 - c. Approach to redundancy.
- Will the Solution include an option to have the collected data stored at the Vendor's site in addition to sending results along to the State? What is the proposed retention schedule?

Topic 12 – Assurance of Business Continuity

Response Page Limit: 2

Provide a detailed description of the business continuity plan that mitigates risk to the State.

- Does the Vendor's Business Continuity Plan ensure that operations can continue with a minimum of disruption in the event of a physical or cyber event?
- Vendors are asked to provide information on their business continuity plan in the event that their hosting site becomes unavailable.

D2.2 Coordination with State Personnel and Training

Topic 13 – Roles and Responsibilities

Response Page Limit: 2

Provide a detailed description of how the Vendor staff will interact with the State project manager during all phases of the project.

- Describe the roles and responsibilities of Vendor staff and State staff during pre-implementation, Implementation, and operational phases of the engagement. Include the amount of time required of each staff member and when their time is needed during the implementation and operational phases of the project.

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Topic 14 – Transition Services

Response Page Limit: 2

Provide a detailed description of transition services provided upon future termination of the Contract. Address the activities described in RFP Section H-25.14.4: Termination Procedure.

- Describe the handling of State Data during the transition phase.
- Provide a sample of a transition plan that your have developed for other clients.

D2.3 Project Execution

Topic 15 – Implementation Approach

Response Page Limit: 5

Provide a detailed description of the proposed approach to Technology Solution Implementation and user readiness.

- Provide one or more feasible Implementation plans. For each plan provided:
 - a. Identify timeframes for major milestones, including timing for discontinuing legacy systems;
 - b. Discuss cost implications of the plan, including impact on maintenance fees; and
 - c. Address the level of risk associated with the plan.

Topic 16– User Acceptance Testing

Response Page Limit: 2

Provide a detailed description of the support the Vendor will supply to assist State during user acceptance testing of the configured Technology Solution for New Hampshire.

State staff will conduct Acceptance Testing, but support from the selected Vendor is required. To define the type of support that will be provided, address the following questions:

- Describe your testing methodology and include a sample proposed test plan.
- How much time should the State allow to complete User Acceptance Testing of a component?
- What support will be provided to prepare State staff during Acceptance Testing?

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- How will members of the testing team be prepared to test the configured Software?
- What Documentation of configured Software will be available to the testing team?
- Based on experience in similar projects, how many and what types of Defects are likely to be encountered in Acceptance Testing? (Include metrics from other projects to support this response.)
- How quickly will a suspected Defect be investigated, and what classifications are planned for suspected Defects?
- How quickly will Software Defects be corrected?
- Provide a sample User Acceptance Test Plan from a completed project as an appendix.

D2.4 Project Management Competence

Topic 17 – Status Meetings and Project Management Reports

Response Page Limit: 2

Provide a detailed description of project management reporting.

The State believes that effective communication and reporting are essential to Project success. Describe the planned project management activities as they pertain to the three phases, planning, Implementation, and operations.

Describe how the following will be managed:

- Introductory Meeting;
- Kickoff Meeting;
- Status Meetings;
- Status Reports;
- The Work Plan;
- Letter of Acceptance; and
- Change Order Process.

As an appendix, provide an example of status reports prepared for another similar project. Names of the project and of any individuals involved may be removed.

Topic 18 – Risk and Issue Management

Response Page Limit: 2

Provide a detailed description of the proposed approach to timely identification and effective action on issues and risks.

- Describe the proposed approach to managing risks and issues. Include a sample tracking document.
- Highlight the methodology to ensure that the State staff is involved in the process.

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- Provide a description of known risks and proposed steps to mitigate them.

Topic 19 - Work Plan

Response Page Limit: None

Provide a preliminary Work Plan for the Planning and Implementation Phases of the engagement. Vendor's preliminary proposed Work Plan includes a description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and a payment schedule. The Work Plan shall also address resource allocations (both State and Vendor team members).

- Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones, Deliverables, and payment Schedule. Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
- Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:
 - a. All assumptions upon which the Work Plan is based;
 - b. Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
 - c. Assignments of members of the Vendor's team identified by role to specific tasks; and
 - d. Critical success factors for the Project.
- Discuss how this Work Plan will be used and State access to Plan details including resource allocation. Also, discuss frequency for updating the Plan weekly and for every status meeting. Explain how the State will know whether the Project is on Schedule and within budget.

D2.5 Ongoing Operations

Topic 20 – Operational Services

Response Page Limit: 2

Provide a detailed description of how the Vendor will provide the required operational services.

- What is the administrative process for establishing the State as a new client?
- Describe ongoing daily operations and how vendor staff will interact with State staff during the operational phase of the project.

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Topic 21 – Help Desk Support

Response Page Limit: 2

Provide a detailed description of support available to the State to help them with the process of uploading and receiving files and other aspects of data validation and correction.

- Describe support for the State to assist with the process of uploading files and receiving files. Include hours of operation, response times, problem classification, and escalation procedures.
- Describe your electronic problem tracking process and web portal tools used.
- Describe how web portal user account management will be handled.

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APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Vendor qualifications are important factors in selecting an Electronic Asset Verification System Solution and accompanying Implementation and follow on support Services. To facilitate evaluation of Vendor qualifications, the State seeks information about:

1. corporate qualifications of each Vendor proposed to participate in the Project,
2. proposed team organization and designation of key staff,
3. individual qualifications of candidates for the role of Project Manager, and
4. individual qualifications of candidates for other key staff roles.

This appendix identifies specific information that must be submitted.

E-1 Required Information on Corporate Qualifications

Information is required on all Vendors who will participate in the Project. Vendors submitting a Proposal must identify any Subcontractor(s) to be used.

E-1.1 Vendor and Subcontractors

The Vendor submitting a Proposal to this Project must provide the following information:

E-1.1.1 Corporate Overview (2 page limit)

Identify the proposed role of the firm on the Project. Describe the major business areas of the firm. Provide a high-level description of the firm's organization and staff size. Discuss the firm's commitment to the public sector, experience with this type of Project Implementation and experience in New Hampshire.

E-1.1.2 Financial Strength

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 or not 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.

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Complete financial statements must include the following:

- Opinion of Certified Public Accountant
- Balance Sheet;
- Income Statement
- Statement of Cash Flow
- Statement of Stockholder's Equity of Fund Balance; and
- Complete Financial Notes
- 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:

- 1) Uncertified financial statements; and
- 2) 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.

E-1.1.3 Litigation

Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

E-1.1.4 Prior Implementation for Three Separate Entities Descriptions Limited to 3 pages each

Provide descriptions of no more than three (3) government clients comparable in size and complexity to the State of New Hampshire implementations for three separate entities completed in the last Three (3) years. Each project description should include:

1. An overview of the project covering type of client, objective, project scope, role of the firm and outcome;

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2. Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule;
3. Names and contact information (name, title, address and current telephone number) for one or two references from the client; and
4. Names and project roles of individuals on the proposed team for the New Hampshire Project that participated in the project described

E-1.1.5 Subcontractor Information

Vendors must provide information on any Subcontractors proposed to work on this Project. Required information shall include but not be limited to:

1. Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project.
2. A high-level description of the Subcontractor's organization and staff size.
3. Discussion of the Subcontractor's experience with this type of Project;
4. Resumes of key personnel proposed to work on the Project; and
5. Two references from companies or organizations where they performed similar services (if requested by the State).

E-2 Team Organization and Designation of Key Vendor Staff

Provide resumes of key personnel proposed to work on the Project and an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.

Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Ensure that designation of Key Vendor staff includes subject matter experts in the following areas:

1. Experience with Vendor
2. Experience in working with Medicaid Program
3. Experience in the type of services to be provided by this RFP;
4. Relevant education and training, including college degrees, dates of completion and institution name and address; and

A single team member may be identified to fulfill the experience requirement in multiple areas.

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E-2.1 State Staff Resource Worksheet

Append a completed State Staff Resource Worksheet to indicate resources expected of organization. Expected resources must not exceed those outlined in Section A 4.2. The required format follows.

Table E-2: Proposed State Staff Resource Hours Worksheet

Indicate the number of State staff hours that will be required during the implementation of the Technology Solutions and the project start-up activities.

State Role	Initiation	Configuration	Implementation	Close Out	Total
Project Manager					
Position 1					
Position 2					
Position 3					
Position 4					
Position 5					
State Total					

E-3 Candidates for Project Manager

Although the State recognizes that staff availability is somewhat uncertain, qualifications of the Project Manager are particularly critical. Therefore, the State requires that the Project Manager be identified with some degree of certainty.

For the Project Manager candidate, provide a resume not to exceed five (5) pages in length addressing the following:

1. The candidate's educational background;
2. An overview of the candidate's work history;
3. The candidate's project experience, including project type, project role and duration of the assignment;
4. Any significant certifications held by or honors awarded to the candidate; and
5. At least three (3) references, with contact information, that can address the candidate's performance on past projects.

E-4 Candidates for Key Vendor staff Roles

Provide a resume not to exceed two (2) pages for each Key Vendor staff position on the Project Team. Each resume should address the following:

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1. The individual's educational background;
2. An overview of the individual's work history;
3. The individual's project experience, including project type, project role and duration of the assignment;
4. Any significant certifications held by or honors awarded to the candidate; and
5. At least three (3) references, with contact information, that can address the individual's performance on past projects.

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APPENDIX F: PRICING WORKSHEETS

A Vendor's Cost Proposal must be based on the worksheets formatted as described in this appendix.

F-1 Pricing Worksheet – Deliverables List

The Vendor must include, within the Firm Fixed Price for IT service activities, tasks and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. The following format must be used to provide this information.

Table F-1: Pricing Worksheet

Activity, Deliverable or Milestone	Proposed Date	Pricing/Payment
General Requirements		
Work plan/Status Meetings Conduct Project Kickoff Meeting		
Project Planning Document in accordance with the glossary definition and Status Meetings		
Specifications for Data Exchange and file format		
Define Test Plan		
Testing and Validation		
Support State During Testing		
Documentation		
State Acceptance		
Services Implementation		
Provide Certification with system security requirements		
Notice to Proceed		
Ongoing Operations		
Financial outreach Services		
Reporting		
<i>Weekly summary of requests, responses and amounts (both disclosed and undisclosed) by identified by institution and by</i>		

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<i>applicant report.</i>		
<i>Monthly summary of data collected for each applicant from all respondents report.</i>		
<i>Response rate analysis by institution report.</i>		
<i>Reports to confirm contract compliance and vendor invoices.</i>		
<i>Reports to confirm contract compliance and vendor invoices</i>		
	TOTAL	

F-2 Future Vendor Rates Worksheet

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

Table F-3: Future Vendor Rates Worksheet and Optional Services

Position Title/Service	SFY 201X	SFY 201X	SFY 201X	SFY 201X
Project Manager				
Position/Service				
Position /Service				
Position /Service				

Table F-4: Technology Solution Implementation Year 1

Budget Summary Electronic Asset Verification Technology Solution						
Vendor:						
Contract Phase	Year 1 Milestones				Total	

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Total						
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F-5 Proposed Pricing of RFP for the Electronic Asset Verification Program Within the Budget for each SFY

Table F-5: Monthly/Annual Firm Fixed Price:

Budget Summary Electronic Asset Verification System Solution						
Vendor:						
Contract Phase	Year 1 Monthly	Year 1 Annually	Year 2	Year 2	Year 3	Year 3
Operations Cost						
Total						

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APPENDIX G-1 TESTING REQUIREMENTS

All testing and acceptance addressed herein shall apply to testing the Technology Solution. This shall include planning, test scenario development, Data, and Technology Solution preparation for testing, and execution of unit testing, system integration testing, conversion/migration testing, installation testing, performance, and stress testing, Security review and testing, and support of the State during user Acceptance Testing (UAT).

G-1.1 Test Planning and Preparation

The overall Test Plan will guide all testing. The Vendor provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

It is crucial that client training and testing activities not be abbreviated in order to meet Project Implementation Schedules. Therefore, the State requires that the testing activities be represented both in terms of effort and duration.

Vendors must disclose in their proposals the scheduling assumptions used in regard to the Client resource efforts during testing.

State testing will commence upon the Vendor Project Manager's certification, in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff.

The State will commence its testing within five (5) business days of receiving Certification from the Vendor that the State's personnel have been trained and the Technology Solution is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Vendor's development environment. The Vendor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

G-1.2 Testing

Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

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Vendor must demonstrate that their testing methodology can be integrated with the State standard methodology.

**Installation
Testing**

Application components are installed in the Technology Solution test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

**User
Acceptance
Testing (UAT)**

The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

a.) The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

b.) The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test data, and expected results, as well as written Certification of the Vendor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities

c.) UAT will also serve as a performance and stress test of the Technology Solution. It may cover any aspect of the new system, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

d.) Upon successful conclusion of UAT and successful system deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence as described in Section H-25.10.1: Warranty Period.

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APPENDIX G-2: CERTIFICATES

A. *Certificate of Good Standing*

As a condition of Contract award, the Vendor, if required by law, must furnish a Certificate of Authority/Good Standing dated after April 1, 2015, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State
State House Annex
25 Capitol Street
Concord, New Hampshire 03301
603-271-3244

If your company is registered, a Certification thereof may be obtained from the Secretary of State.

Note: Sovereign states or their agencies may be required to submit suitable substitute documentation concerning their existence and authority to enter into a Contract

B. *Certificate of Authority/Vote*

The Certificate of Authority/Vote authorizes, by position, a representative(s) of your corporation to enter into an agreement or amendment with the State of New Hampshire. This ensures that the person signing the agreement is authorized as of the date he or she is signing it to enter into agreements for that organization with the State of New Hampshire

The officer's signature must be either notarized or include a corporate seal that confirms the title of the person authorized to sign the agreement. The date the Board officer signs must be on or after the date the amendment is signed. The date the notary signs must match the date the Board officer signs.

You may use your own format for the Certificate of Authority/Vote as long as it contains the necessary language to authorize the agreement signatory to enter into agreements and amendments with the State of New Hampshire as of the date they sign.

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CERTIFICATE OF AUTHORITY/VOTE CHECKLIST

SOURCE OF AUTHORITY

Authority must come from the **governing body**, either:

1. a **majority voted** at a meeting, or
2. the body provided **unanimous consent in writing**, or
3. the organization's **policy or governing document** (bylaws, partnership agreement, LLC operating agreement) authorizes the person to sign

SOURCE OF AUTHORITY WAS IN EFFECT ON DAY AGREEMENT OR AMENDMENT WAS SIGNED

Certificate must show that the person signing the contract **had authority when they signed the Agreement or Amendment**, either:

1. Authority was **granted the same day** as the day the Agreement or Amendment was signed, or
2. Authority was **granted after** the day the agreement or amendment was signed and the governing body ratifies and accepts the earlier execution, or
3. Authority was **granted prior** to the day the agreement or amendment was signed and it has not been amended or repealed as of the day the contract was signed.

APPROPRIATE PERSON SIGNED THE CERTIFICATE

The person signing the certificate may be the same person signing the Agreement or Amendment only if the certificate states that the person is the **sole director** (for corps) or **sole member** (for LLCs).

APPENDIX H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS

APPENDIX H – STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS

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		1.15 Name and Title of State Agency Signatory	
Date: _____			
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: _____	

APPENDIX H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS

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 prices 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.

6.3 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.

6.1 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.

7.2 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.

7.3 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

APPENDIX H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS

Agreement. This provision shall survive termination of this Agreement.

7.1 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 \$1,000,000 per 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

APPENDIX H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS

shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or 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.

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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 prices 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 prices, 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 prices, or has received payment in excess of such prices 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 prices;

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- 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 prices 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 prices and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of prices 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.

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New Hampshire Department of Health and Human Services



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 prices 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 prices 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

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New Hampshire Department of Health and Human Services



- 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 price 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 price 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.

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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.

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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

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- 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 _____

Title:

Name: _____

Appendix H



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

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New Hampshire Department of Health and Human Services Exhibit F



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 (l)(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: _____

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New Hampshire Department of Health and Human Services Exhibit G



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.

Exh

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Appendix H

New Hampshire Department of Health and Human Services Exhibit G



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 _____

Title: _____

Name: _____

Exh

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Appendix H

New Hampshire Department of Health and Human Services Exhibit H



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:

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New Hampshire Department of Health and Human Services
Exhibit H



CU/DHHS/110713

Exhibit H – Certification Regarding
Environmental Tobacco Smoke
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Contractor Initials _____

Date _____

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New Hampshire Department of Health and Human

Exhibit I



HEALTH INSURANCE PORTABILITY 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 for Appendix H.

- 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, Title XIII, 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

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information” in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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New Hampshire Department of Health and Human

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- I. “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

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

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agreements with Contractor's intended business associates, who will be receiving PHI

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- 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

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purposes that make the return or destruction infeasible, for so long as Business

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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.

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- 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) I, 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

Appendix H

New Hampshire Department of Health and Human Services Exhibit J



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.

10. The DUNS number for your entity is: _____

11. 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:

12. 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:

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

Name: _____ Amount: _____

Appendix I

APPENDIX I - 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:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

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

APPENDIX J – CLAS LANGUAGE 7-2014

RESERVED

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H-25. GENERAL CONTRACT REQUIREMENTS

H-25.1 *State of NH Terms and Conditions and Contract Requirements*

The Contract terms set forth in Appendix H: State of New Hampshire Terms and Conditions shall constitute the core for any Contract resulting from this RFP.

H-25.2 *Vendor Responsibilities*

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

The Vendor may subcontract Services subject to the provisions of the RFP, including but not limited to, the terms and conditions in Appendix H: State of New Hampshire Terms and Conditions. The Vendor must submit with its Proposal all information and documentation relating to the Subcontractor necessary to fully respond to the RFP, which must include terms and conditions consistent with this RFP. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

H-25.3 *Project Budget/Price Limitation*

The State has funds budgeted for this Project , subject to Appendix H: State of New Hampshire Terms and Conditions, Section 4: Conditional Nature of Agreement and Section 5: Contract Price/Price Limitation/Payment.

H-25.4 *State Contracts*

The State of New Hampshire intends to use, wherever possible, existing statewide Software and hardware Contracts to acquire supporting Software and hardware.

H-25.5 *Vendor Staff*

In the Proposal the Vendor shall assign and identify a Project Manager and Key Vendor staff, in accordance with the Requirements and Deliverables of Appendix C: Technology Solution Requirements and Deliverables and Appendix E: Standards for Describing Vendor Qualifications.

The Vendor's selection of a Project Manager will be subject to the prior approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references and background checks, and an interview.

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The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make binding decisions, and shall function as the Vendor's representative for all administrative and management matters. The Project Manager must be available to promptly respond during Normal Working Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Vendor must use his or her best efforts on the Project.

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

The State, at its sole expense, may conduct reference and background checks on the Vendor's Project Staff. The State shall maintain the confidentiality of reference and background screening results. The State reserves the right to reject the Vendor's Project Staff as a result of such reference and background checks. The State also reserves the right to require removal or reassignment of the Vendor's key Project Staff found unacceptable to the State.

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

H-25.6 Work Plan

Vendor shall submit a preliminary Work Plan in its Proposal. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. A final Work Plan will be due five (5) business days after Contract award upon approval by Governor and Executive Council.

The Vendor shall update the Work Plan as necessary, but no less than every two weeks to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any updates to the Work Plan shall require the written approval of the State prior to final incorporation into the Contract.

Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Vendor from liability to the State for any damages

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resulting from the Vendor's failure to perform its obligations under the Contract, including without limitation, performance in accordance with the Schedule.

In the event of a delay in the Schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule affect the Project.

In the event the Vendor requires additional time to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Vendor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

H-25.7 Change Orders

The State may make changes or revisions at any time by written Change Order. Within five (5) business days of a Vendor's receipt of a Change Order, the Vendor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

A Vendor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to a Vendor's requested Change Order within five (5) business days. The State, which includes the requesting Agency and the DoIT must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from a Vendor to the State, and the State acceptance of a Vendor's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

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H-25.7 Deliverables

The Vendor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan. All Deliverables shall be subject to the State's Acceptance as set forth in Section H-25.9: Testing and Acceptance herein. Upon its submission of a Deliverable, the Vendor represents that it has performed its obligations under the Contract associated with the Deliverable.

By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the Technology Solution, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding time required to correct the Deficiency, retest or Review.

H-25.7.1 Written Deliverables Review

The State will Review the Written Deliverables for an Acceptance Period of five (5) business days after receiving written Certification from the Vendor that the Written Deliverable is final, complete, and ready for Review. The State will notify the Vendor in writing of its Acceptance or Non-Acceptance of a Deliverable by the end of the five (5) day Review Period. If any Deficiencies exist, the State will notify the Vendor in writing of the Deficiency and the Vendor must correct the Deficiency within five (5) business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected Deliverable, the State will have five (5) business days to Review the corrected Written Deliverable and notify the Vendor in writing of its Acceptance or rejection thereof.

H-25.7.2 Software Deliverables Review

Described in Section H-25.9: Testing and Acceptance.

H-25.7.3 Non-Software Deliverables Review

The State shall Review Non-Software Deliverables to determine whether any Deficiency exists and notifies the Vendor in writing of its Acceptance or non-acceptance of the Non-Software Deliverable. The Vendor must correct the Deficiencies within five (5) business days, or within the period identified in the Work Plan, as applicable. Following correction of the Deficiency,

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the State will notify the Vendor in writing of its Acceptance or rejection of the Deliverable.

H-25.8 Licenses

The State has defined the Software license grant rights, terms and conditions, and has documented the evaluation criteria.

H-25.8.1 Software License Grant

The State does not anticipate that a software license will be required for the delivery of the Contract Services. If a license is included as a component of the Technology Solution, the Vendor must include a copy of the Software License in the Proposal for the State's consideration.

H-25.8.2 Software and Documentation Copies

If applicable, the Vendor shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

H-25.8.3 Restrictions

Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of Vendor's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

H-25.8.4 Title

The Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.

H-25.8.5 Third Party

The Vendor shall identify all third party contracts to be provided under the Contract with the Vendor's Proposal.

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The terms in any such contracts must be consistent with this RFP and any resulting Contract, including, but not limited to Appendix H: State of New Hampshire Terms and Conditions General Provisions Form P-37.

H-25.9 *Testing and Acceptance*

The State requires that an integrated and coherent approach to complete Technology Solution testing, Security Review and Testing, Deficiency correction, Acceptance, and training.

In its Proposal, the Vendor must include its proposed Test Plan methodology and any scheduling assumptions used regarding the client resource efforts required during testing. After Contract award, the Vendor will be required to customize its proposed Test Plan methodology to reflect the needs of the Project and include the details of its Test Plan methodology in the detailed Work Plan (the first Project Deliverable). A separate Test Plan and set of test materials will be prepared for each Software function or module.

In addition, the Vendor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Vendor will also provide training as necessary to the State staff responsible for test activities.

See Appendix G-1 for Testing Requirements

H-25.9.1 Remedies

If the Vendor fails to correct a Deficiency within the period of time allotted by the State, the Vendor shall be deemed to have committed an Event of Default, pursuant Appendix H Section 8 and H-25.14, and the State Shall have the right, at its option, to pursue the remedies in Section Appendix H-25.14.1 as well as to return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the stated remedies will remain in effect until the Vendor completes the Contract to the satisfaction of the State.

H-25.9.2 Technology Solution Acceptance

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Upon successful completion of UAT and commencement of operations, the State will issue a Letter of Final System Acceptance.

H-25.10 *Warranty*

H-25.10.1 *Warranties*

H-25.10.1.1 *Technology Solution*

The Vendor shall warrant that the Technology Solution must operate to conform to the Specifications, terms, and requirements of the Contract.

H-25.10.1.2 *Non-Infringement*

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

H-25.10.1.3 *Viruses; Destructive Programming*

The Vendor shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to corrupt the State's Data.

H-25.10.1.4 *Compatibility*

The Vendor shall warrant that all Technology Solution components, including any replacement or upgraded Technology Solution Software components provided by the Vendor to correct Deficiencies or as an Enhancement, shall operate with the rest of the Technology Solution without loss of any functionality.

H-25.10.1.5 *Professional Services*

The Vendor shall warrant that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

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H-25.11.2 Vendor Deficiency Response

In the event that the State identifies a problem with Technology Solution interface, reports, or the Data returned to the State, the State staff will contact the Vendor as follows:

The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of the request;

If the Deficiency will cause the State to delay reserved transition or receipt of files in accordance with CMS requirements, that, the Vendor shall troubleshoot and repair the problem within 15 days. Problems that do not impact the State's ability to comply with federal requirements may be addressed by the Vendor in accordance with a mutually agreed upon schedule.

If the Vendor fails to correct a Deficiency within the allotted period of time Stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to Appendix H Section H-25.14, and the State shall have the right, at its option, to pursue the remedies in H-25.14, as well as to return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request

If the Vendor fails to correct a Deficiency within the allotted period of time Stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to Appendix H Section H-25.14, and the State shall have the right, at its option, to pursue the remedies in Appendix H Section H-25.14.

H-25.12 Administrative Specifications

H-25.12.1 Travel Expenses

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

The Vendor must assume all travel and related expenses by "fully loading" the proposed labor rates to include, but not

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limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

H-25.11.2 Shipping and Delivery Fee Exemption

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

H-25.12.3 Project Workspace and Office Equipment

The State agency will work with the Vendor to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for the Vendor's staff. If a Vendor has specific requirements, they must be included in the Vendor's Proposal.

H-25.12.4 Work Hours

State personnel shall work normal business hours between 8:00 am and 4:30 pm, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.

H-25.12.5 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State will provide the Vendor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Vendor to perform its obligations under the Contract.

H-25.12.6 State-Owned Documents and Data

The Vendor shall provide the State access to all Documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, Vendor shall turn over all State-owned Documents, State Data, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in both printed and electronic format.

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H-25.12.7 Reserved

H-25.12.8 IT Required Work Procedures

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

H-25.12.9 Computer Use

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Vendor understands and agrees to the following rules:

- a.** Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b.** That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Vendor access or attempt to access any information without having the express authority to do so.
- c.** That at no time shall Vendor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d.** That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Vendor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by the Vendor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

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- e. That if the Vendor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

H-25.12.10 Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal email systems" or "State-funded email systems." Vendors understand and agree that use of email shall follow State standard policy (available upon request).

H-25-12.11 Internet/Intranet Use

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

H-25.12.12 Regulatory/Governmental Approvals

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

H-25.12.13 Force Majeure

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

Except in the event of the foregoing, Force Majeure events shall not include Vendor's inability to hire or provide personnel needed for the Vendor's performance under the Contract.

H-25.12.14 Confidential Information

In performing its obligations under the Contract, the Vendor may gain access to information of the State, including Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: Access to Public Records and Meetings (see e.g. RSA Chapter

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91-A: 5 Exemptions). The Vendor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.

The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information of the State that becomes available to the Vendor in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State's information shall require prior written approval of the State. The Vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the Vendor regarding the State's Confidential Information, and the Vendor shall cooperate with the State in any effort it undertakes to contest the request, the subpoena or other legal process, at no additional cost to the State.

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

Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly

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identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the State is subject to the Right to Know Law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State or federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Vendor as confidential, the State shall notify the Vendor and specify the date the State will be releasing the requested information. At the request of the State, the Vendor shall cooperate and assist the State with the collection and review of the Vendor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Vendor without any State liability to the Vendor.

This Contract Agreement, Appendix H Section H-25.12.14: Confidential Information shall survive the termination or conclusion of a Contract.

H-25.12.14 Data Breach

In the event of a data breach, the vendor shall comply with provisions of NHRSA 359C:20.

H-25.13 Pricing

H-25.13.1 Activities/Deliverables/Milestones Dates and Pricing

The Vendor must include, within the fixed price for IT service activities, tasks, and preparation of required Deliverables, pricing for the Deliverables required based on the proposed approach, and methodology and tools. A fixed price must be provided for each Deliverable. Pricing worksheets are provided in Appendix F: Pricing Worksheets.

H-25.13.2 Software Licensing, Maintenance, Enhancements, and Support Pricing

The Vendor must provide the minimum Software support and Services through Software licensing, maintenance,

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Enhancements, and support as detailed in Section H-25.11: Ongoing Software Maintenance and Support Levels.

For Software licensing, maintenance, and support costs, complete a worksheet including all costs in the table. A worksheet is provided in Appendix F: Pricing Worksheets, under Appendix F-5: Software Licensing, Maintenance, and Support Pricing, as Table F-5: Software Licensing, Maintenance, and Support Pricing Worksheet.

H-25.13.3 Invoicing

The Vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's written approval, which shall not be unreasonably withheld. The Vendor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

H-25.13.4 Overpayments to the Vendor

The Vendor shall promptly, but no later than fifteen (15) business days, pay the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

H-25.13.5 Credits

The State may apply credits due to the State, arising out of this Contract, against the Vendor's invoices with appropriate information attached.

H-25.13.6 Records Retention and Access Requirements

The Vendor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by this reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Vendor Records Retention.

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The Vendor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of their respective obligations under the Contract. The Vendor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeals period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Vendor shall include the record retention and review requirements of this section in any of its subcontracts.

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

H-25.13.7 Accounting Requirements

The Vendor shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and the Vendor shall maintain records pertaining to the Services and all other costs and expenditures.

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H-25.14 Termination

This section H-25.14 shall survive termination or Contract conclusion.

H-25.14.1 Termination for Default

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

- a.** Failure to perform the Services satisfactorily or on schedule;
- b.** Failure to submit any report required; and/or
- c.** to perform any other covenant, term or condition of the Contract

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

- a)** Unless otherwise provided in the Contract, the State shall provide the Vendor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Vendor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Vendor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b)** Give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor.
- c)** Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- d)** Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

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- e) Procure Services that are the subject of the Contract from another source and the Vendor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

In the event of default by the State, the Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

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 shall survive termination or Contract Conclusion.

H-25.14.2 Termination for Convenience

The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Vendor. In the event of such termination for convenience, the State shall pay the Vendor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated will be paid, in whole or in part, generally in accordance with Appendix F: Pricing Worksheets.

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

H-25.14.3 Termination for Conflict of Interest

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

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In such case, the State shall be entitled to a pro-rated refund of any current development, support and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if the Vendor did not know, or reasonably did not know, of the conflict of interest.

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

H-25.14.4 Termination Procedure

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

After receipt of a notice of termination, and except as otherwise directed by the State, Vendor shall:

- a.** Stop work under the Contract on the date, and to the extent specified, in the notice;
- b.** Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c.** Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Vendor and in which State has an interest;
- d.** Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be

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furnished to State and which has been accepted or requested by the State; and

- e. Provide written certification to the State that Vendor has surrendered to the State all said property.

H-25.15 *Limitation of Liability*

H-25.15.1 *State*

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Vendor shall not exceed the total Contract price set forth in Contract Agreement, Appendix H Section 1.8 of the Contract Agreement – General Provisions.

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

H-25.15.2 *The Vendor*

Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Vendor's liability to the State shall not exceed two times (2X) the total Contract price set forth in the Contract Agreement, Appendix H Section 1.8 of the Contract Agreement – General Provisions. Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor's indemnification obligations set forth in the Appendix H Contract Agreement - Sections 13: Indemnification and confidentiality obligations in Appendix H 25.12.14: Confidential Information, and data breach obligations in Appendix H-25.12.15 Data Breach which shall be unlimited.

H-25.15.3 *State's Immunity*

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 shall survive termination or Contract conclusion.

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H.25.15.4 Survival

This Contract Agreement, Section H-25.15: Limitation of Liability shall survive termination or Contract conclusion.

H-25.16 Change of Ownership

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

H-25.17 Assignment, Delegation and Subcontracts

The Vendor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void and may constitute an event of default at the sole discretion of the State.

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

H-25.18 Dispute Resolution

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

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H-25.19 *Venue and Jurisdiction*

Any action on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court.

H-25.20 *Project Holdback*

The State will withhold 10% of the agreed Deliverables pricing tendered by the Vendor in this engagement until successful completion of the Warranty Period as defined in Appendix H Section 25-10.1: Warranty Period.

Appendix J TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Test	Tests performed to determine that no Defects exist in the application Software or the Technology Solution
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
AVS	Asset Verification System Solution. AVS means services provided by the awarded Contractor for verifying the assets of the population identified in the RFP Objectives.
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract
Contract	This Agreement between the State of New Hampshire and a

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	Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted Vendor must cure the default identified.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
Deficiencies/Defects	A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the Technology Solution, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	Supports the transformation of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the

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	Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder ("Event of Default") <ul style="list-style-type: none"> a. Failure to perform the Services satisfactorily or on schedule; b. Failure to submit any report required; and/or c. Failure to perform any other covenant, term or condition of the Contract
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
FI	Financial Institution. FI means any office or branch of a bank, brokerage firm, savings and loan, or credit union.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the Technology Solution operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the Technology Solution to full operation, and includes without limitation, training, business and technical procedures.
Input Validation	Ensure that the values entered by users or provided by other applications meet the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Key Project Staff	Personnel identified by the State and by the contracted Vendor as essential to work on the Project.
Look-back period	Look-back period means the period of time (currently 60 months) that the Medicaid Program is required to verify individual assets for potential Members.
Non Exclusive	A contract executed by the State that does not restrict the State

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Contract	from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 4:30 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the Technology Solution is operating and fully functional, all Data has been loaded; the Technology Solution is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Planning Document	The Project Planning Document describes the vendor methodology that will be used for the State of NH contract, and any tailoring of the vendor's standard methods that might be necessary to successfully onboard the State with the vendor's

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	solution. The Planning Document should include summaries of the major phases or activities and align with the Project Plan.
Project Staff	State personnel assigned to work with the Vendor on the project
Proposal	The submission from a Vendor in response to the Request for a proposal or statement of work.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software Deliverables	Software included in the Technology Solution
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications, the off-the-shelf Software and configured Software customized for the State and the operational services provided by the Vendor.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	Reference to the term "State" shall include applicable agencies as defined in Section 1: INTRODUCTION of this RFP.
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential	State's information regardless of its form that is not subject to

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Records	public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State Point of Contact	The State Point of Contact identified in section 4.2.1 Contact Information: -State Point of Contact.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
Technology Solution	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	The duration of the Contract.
Transition Services	Services and support provided when the contracted Vendor is supporting system changes.
UAT	User Acceptance Test
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the Technology Solution was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
Walk Through	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development

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Work Plan	<p>The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.</p>
Written Deliverables	<p>Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.</p>

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