State of New Hampshire

Department of Health and Human Services

REQUEST FOR APPLICATION

RFA-2021-DEHS-03-DISAB

FOR

Disability Determination Services

November 3, 2020

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REQUEST FOR APPLICATIONS

1. Request for Services

1.1. Purpose and Overview

1.1.1. Purpose

This Request for Applications (RFA) is published to solicit applications for the provision Disability Determination Services that include medical, psychological, and psychiatric consultant services in order to evaluate claims of disability and support eligibility determinations.

The Department of Health and Human Services (Department) anticipates awarding one (1) contract for the services in this RFA.

1.1.2. Overview

The Department of Health and Human Services' mission is to join communities and families in providing opportunities for citizens to achieve health and independence. The Department provides services for individuals, children, families and seniors, and administers programs and services that include mental health, developmental disability, substance use disorder and public health.

Disability determinations are conducted in order to determine the medical eligibility component for applicants seeking Medicaid disability benefits. Pursuant to 42CFR435.912(a)(1)-(2), requires Medicaid eligibility determinations be completed within 90 days of receiving applications for benefits.

At this time, the Department does not have sufficient clinical staff to meet the federal timeframes that are mandated for disability determinations.

The contract resulting from this RFA will ensure a Medical Review Team consisting of physicians, nurses, and psychiatrists or psychologists reviews cases that are fully developed by the Department.

The team of professionals on the Medical Review Team determines the medical eligibility of each individual applying for assistance through Aid to the Permanently and Totally Disabled, Medicaid for Employed Adults with Disabilities, Medicaid for Employed Older Adults with Disabilities, Home Care for Children with Severe Disabilities and, Aid to the Needy Blind on the basis of medical, diagnostic, and mental health, in accordance with criteria set forth in New Hampshire Administrative Rule He-W 504 and the Social Security Administration's grid rules.

1.2. Scope of Services

1.2.1. Disability Determination Services

1.2.1.1. The selected applicant must establish a working relationship with the Department to complete disability determination reviews to ensure all disability determination reviews are completed within ten (10) business days after receiving the fully developed file from the Department.

1.2.1.2. The selected applicant's MRT must view cases made available to them through the Medicaid Management Information System (MMIS) and New HEIGHTS, the computer system used to determine eligibility, for assistance programs in order to have the MRT complete the New Hampshire Medical Eligibility Review Summary (MERS)/Sequential Evaluation Process, as included as Appendix F, which complies with 20 CFR Part 416.

1.2.1.3. The selected applicant must ensure all applicable files; relevant materials and supporting documents are returned to the Department via the MMIS and/or New HEIGHTS system within five (5) business days after the Disability Determination is complete.

1.2.1.4. The selected applicant must have the ability to receive training on MMIS and New HEIGHTS functionality.

1.2.1.5. The selected applicant must provide Disability Determination Services to individuals who are residents of New Hampshire and identified as:

1.2.1.5.1. Applying for Aid to the Permanently and Totally Disabled (APTD), Medicaid for Employed Adults with Disabilities (MEAD), Medicaid for Employed Older Adults with Disabilities (MOAD); and Aid to the Needy Blind (ANB).

1.2.1.5.2. Individuals disabled as defined in the federal Social Security Act, Titles II and XVI and regulations adopted under such act, except that the minimum required duration of the impairment is 48 months.

1.2.1.5.3. Applying for Home Care for Children with Severe Disabilities (HC-CSD) with the duration of impairment of a minimum of 12 months.

1.2.1.5.4. Children with disabilities as described in New Hampshire Revised Statutes Annotated (RSA) 167, Public Assistance to Blind, Aged, or Disabled Persons and to Dependent Children and New Hampshire Administrative Rule He-W 508, Medical Assistance for Home Care of Certain Children with Severe Disabilities.

1.2.1.6. The selected applicant must establish a Medical Review Team (MRT) to complete New Hampshire Medical Eligibility Review

Summaries (MERS) and the Sequential Evaluation Process. The applicant must ensure the MRT includes, but is not limited to:

1.2.1.6.1. For APTD, MEAD, MOAD and ANB eligibility determinations, a medical and psychological consultant and another individual who is qualified to interpret and evaluate medical reports and other evidence relating to the individual's physical or mental impairments and, as necessary, to determine the capacities of the individual to perform substantial gainful activity, as specified in 20 CFR Part 416, subparts I and J.

1.2.1.6.2. For HC-CSD eligibility determinations, physicians and registered nurses with expertise in the care of children with special health care needs; developmental disabilities; and behavioral issues responsible for determining whether home care services are medically appropriate in accordance with NH RSA 167:3-f, VI, and the most appropriate level of care under which to evaluate the child in accordance with RSA 167:3-g, III–VI.

1.2.1.7. The selected applicant must ensure the medical consultant:

1.2.1.7.1. Is a licensed physician, either medical or osteopathic doctor licensed by the state in which he or she practices.

1.2.1.7.2. Completes the Residual Functional Capacity (RFC) assessment for all APTD cases with physical impairments requiring steps 4 and 5 of the evaluation process.

1.2.1.7.3. Signs off on each case reviewed for confirmation of physical impairment.

1.2.1.8. The selected applicant must ensure the psychological consultant:

1.2.1.8.1. Is licensed or certified as a psychologist at the independent practice level of psychology by the state in which he or she practices; and

1.2.1.8.1.1. Possess a doctorate degree in psychology from a program in clinical psychology of an educational institution accredited by an organization recognized by the Council on Post-Secondary Accreditation; or

1.2.1.8.1.2. Is listed in a national register of health service providers in psychology, which the Commissioner of Social Security deems appropriate; and

1.2.1.8.1.3. Possess two (2) years of supervised clinical experience as a psychologist in health service, of which one (1) year is post-master's degree.

1.2.1.8.2. Signs off on each case reviewed for confirmation of psychological impairments.

1.2.1.8.3. Completes the Residual Functional Capacity (RFC) assessment for all APTD cases with mental impairments requiring steps 4 and 5 of the evaluation process.

1.2.1.9. The selected applicant must complete the MERS and determine applicant eligibility within the federally mandated time. The Contractor must ensure:

1.2.1.9.1. Documentation clearly and adequately supports the determination.

1.2.1.9.2. All records and decisions include sign off by each member of the MRT.

1.2.1.9.3. Approval or denial of the applicant is completed and, the appropriate approval or denial letter is submitted utilizing the MMIS and/or New HEIGHTS system.

1.2.1.9.4. All applicable files, relevant materials and supporting documentation must be re-routed to the Department via the MMIS and/or New HEIGHTS system within five (5) business days after completing the determination.

1.2.1.10. The selected applicant must ensure reviews are signed off by:

1.2.1.10.1. The Disability Reviewer.

1.2.1.10.2. Medical Consultant for cases with physical impairments.

1.2.1.10.3. Psychological Consultant for all cases with Psychological impairments.

1.2.1.10.4. A qualified individual that determines the capacities of the applicant to perform substantial gainful activity for all APTD cases requiring Steps IV and V of the Sequential Evaluation Process.

1.2.1.11. The selected applicant must be available to communicate with the Department Monday through Friday from 8:00 A.M. to 4:30 P.M., excluding state and federal holidays, which may include travel to meet with Department.

1.2.2. **Administrative Hearings**

1.2.2.1. The selected applicant must ensure a Vocational Expert or a Medical Witness is available for cases that are denied eligibility and the claimant files for a timely appeal, ensuring availability as follows:

1.2.2.1.1. A maximum of two (2) hours for HC-CSD Administrative Appeals Hearings.

1.2.2.1.2. A maximum of one (1) hour for APTD, MEAD, MOAD and ANB Administrative Appeals Hearings.

1.2.2.2. The selected applicant must ensure the Vocational Expert:

1.2.2.2.1. Is available, as needed, for APTD cases where the denial was determined at Steps IV or V of the Sequential Evaluation Process.

1.2.2.2.2. Is a Certified Rehabilitation Counselor.

1.2.2.2.3. Has the expertise and availability to provide testimony over the phone, via video conferencing or in person, as appropriate, at Administrative Appeals Hearings.

1.2.2.2.4. Has the expertise and ability to provide both factual and expert opinion on:

1.2.2.2.4.1. The skill level as well as the physical and mental demands of various occupations.

1.2.2.2.4.2. The characteristics of work settings, including the ability to classify occupations as unskilled, semi-skilled and skilled through the use of materials published by the Department of Labor.

1.2.2.2.4.3. The ability to match skills used in the past to skills necessary for other jobs based on the similarity of occupationally significant work activities among different jobs.

1.2.2.2.4.4. The existence of jobs within various occupations in the national economy, which means there exists a significant number of jobs in a particular occupation in the region where the claimant lives or in several other regions of the country.

1.2.2.2.4.5. Transferable skills analysis and Social Security Administration (SSA) regulatory requirements for transferability of work skills.

1.2.2.2.5. Reviews medical records and collaborates with Department staff to resolve cases prior to hearing dates, as necessary.

1.2.2.3. The selected applicant must ensure a Medical Witness:

1.2.2.3.1. Is an individual with the credentials of a Registered Nurse, or higher, who his available, as needed, to attend Administrative Appeals.

1.2.2.3.2. Is available, as needed, over the phone, via video conferencing or in person to attend Administrative Appeals Hearings with the Department's legal team.

1.2.2.3.3. Has the expertise and ability to attend pre-hearing conferences, compile evidence and interpret federal regulations and state policies to support eligibility decisions.

1.2.2.3.4. Reviews medical records and collaborates with Department staff to resolve cases prior to the hearing date.

1.2.3. **Confidentiality and Information Security**

1.2.3.1. All correspondence and transferring of files and data must be handled in a secure and confidential manner.

1.2.3.2. The Contractor must maintain a security and logistics structure for handling of case files that comports with HIPAA.

1.2.3.3. The Contractor must maintain the confidentiality of all participant information that is acquired, by any means including computer access, in accordance with all state and federal confidentiality requirements.

1.2.3.4. The Contractor must ensure that access to participant information is limited to only those staff that has a need to know in order to perform their job duties.

1.2.3.5. The Contractor must ensure all staff are trained on the confidentiality requirements and that all contract staff sign a confidentiality statement attesting to the fact that all state and federal confidentiality requirements are understood and will be observed.

1.2.4. **Applicant Minimum Requirements**

1.2.4.1. Applicants must, at minimum, have demonstrated knowledge of enabling legislation and rules that are associated with the service(s) being provided, which may include, but is not limited to:

1.2.4.1.1. RSA 167: Public Assistance to Blind, Aged, or Disabled Persons and to Dependent Children.

1.2.4.1.2. NH Administrative Rule He-W 508: Medical Assistance for Home Care of Certain Children with Severe Disabilities.

1.2.4.1.3. NH Administrative Rule He-W 504: Medicaid for Employed Adults with Disabilities.

1.2.4.1.4. Social Security Act Title II: Federal Old Age, Survivors, and Disability Insurance Benefits, 42 USC 401-433.

1.2.4.1.5. Social Security Act Title XVI: Supplemental Security Income for the Aged, Blind and Disabled, 42 USC 1381-1383f.

1.2.4.1.6. 20 CFR 416 subparts I and J

1.2.4.1.7. NH RSA 541-A: 31-36: Administrative Procedure Act.

1.2.4.1.8. NH Administrative Rule He-C 200.

1.2.4.1.9. CFR Appendix 2 to Subpart P of Part 404-Medical-Vocational Guidelines.

1.2.4.1.10. Up-to-date knowledge of, and experience with, industrial and occupational trends and local labor market conditions.

1.2.4.1.11. A thorough understanding of the disability determination process.

1.2.4.1.12. Involvement in or knowledge of vocational counseling and the job placement of adult workers with disabilities into jobs.

1.2.4.1.13. Knowledge of, and experience using, vocational reference sources of which the Department has taken administrative notice under 20 CFR 404.1566(d) and 416.966(d), including:

1.2.4.1.14. The Dictionary of Occupational Titles and the Selected Characteristics of Occupations Defined in the Revised Dictionary of Occupational Titles.

1.2.4.1.15. County Business Patterns and Census reports published by the Bureau of Census.

1.2.4.1.16. The Occupational Outlook Handbook published by the United States Bureau of Labor Statistics.

1.2.5. Performance Measures

1.2.5.1. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

1.2.5.2. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.

1.2.5.3. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, Contractor(s) must collect and share data with the Department in a format specified by the Department.

1.3. Compensation & Contract Value

1.3.1. The Department anticipates using Federal Funds for the resulting contract(s). The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award. Any selected vendor will be subject to the requirements of the Catalog of Federal Domestic Assistance (CFDA) #93.778, U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Medicaid Title XIX or the requirements of the selected funding source.

1.3.2. Funding is anticipated to be available for the resulting contract as follows:

1.3.2.1. The total anticipated funding for all contract(s) resulting from this RFA shall not exceed $686,031 for State Fiscal Year 2022 and $686,031 for State Fiscal Year 2023 for a total contract price limitation of $1,372,062.

1.3.2.2. The Department cannot determine the number of reviews type, as describe below that will need to be completed between July 1, 2021 through June 30, 2023.

1.3.2.3. The estimated annual volume per calendar year across all types of reviews is 3,000 cases.

1.3.2.4. Payment for services shall be on a fee for service basis for actual services provided, payable as indicated in the following Rate Table.

RATE TABLE	
Type of Review	**Rate Paid Per Case**
APTD, MEAD, MOAD, and ANB cases requiring all Steps 1-5 of the evaluation process.	$291.00
APTD, MEAD, MOAD and ANB cases requiring a Continuing Disability Review Steps 1 through 8 of the evaluation process.	$333.00
APTD, MEAD, MOAD and ANB cases requiring a Continuing Disability Review Steps 3 through 8. Steps 1 and 2 are completed by the Department.	$291.00
HC-CSD cases requiring Steps 1 through 3 of the evaluation process and Level of Care.	$291.00
HC-CSD cases requiring Continuing Disability Review requiring Steps 1 through 3 of the evaluation process and Level of Care.	$291.00
APTD cases requiring Residual Functional Capacity (RFC), Steps 4 and 5, and final sign-off by a Doctor. Steps 1 through 3 are already completed by the Department.	$243.00
APTD cases requiring Residual Functional Capacity (RFC) and sign off by a Doctor. Steps 1 through 5 are completed by the Department.	$210.00
HC-CSD, APTD, MEAD, MOAD, and ANB cases requiring final sign off by a Doctor including Continuing Disability Reviews. All other steps have been completed by the Department.	$72.00
Vocational Expert (All Inclusive Per Case for Administrative Appeal)	$175.00
Medical Witness (All Inclusive Per Case for Administrative Appeal)	$197.00

1.4. Contract Period

1.4.1. The Contract(s) resulting from this RFA is/are anticipated to be effective July 1, 2021, or upon Governor and Executive Council approval, whichever is later, through June 30, 2023.

1.4.2. The Department may extend contracted services for up to four (4) years based upon satisfactory Contractor performance, continued funding, and Governor and Executive Council approval.

1.5. Mandatory Responses to RFA Questions

1.5.1. Applicants must demonstrate the capacity and performance experience to meet the Scope of Services outlined in this RFA.

1.5.2. **Scoring Applicant Experience –** Applicant experience will be allocated a maximum score of 50 points. Applicants must demonstrate the experience to perform all services requested in this RFA.

Question 1 of 4 –Describe, in narrative form, your experience to perform the entire scope of work in this RFA, including how many years of experience, any specialized classes, trainings and/or seminars attended. Provide resumes/credentials/curriculum vitae of staff who will be performing services described in this RFA.

1.5.3. **Scoring Applicant Ability –** Applicant ability will be allocated a maximum score of 50 points. Applicants must demonstrate the ability to perform all services requested in this RFA.

Question 2 of 4 – Describe, in narrative form, your ability to complete reviews within ten (10) business days after receiving the fully developed file from the Department. Include a process flow chart that supports the narrative that describes your ability to make determinations within the specified time frame.

1.5.4. **Scoring Applicant Capability –** Applicant capability will be allocated a maximum score of 50 points. Applicants must demonstrate the capability to perform all services requested in this RFA.

Question 3 of 4 – Describe, in narrative form, your capability to meet the requirements of services in this RFA. Include a modified process flow chart that absorbs the projected caseload in the RFA, which supports the narrative that describes your capability to absorb an increase in current workload or other contracted commitments not affiliated with this RFA.

1.5.5. **Scoring Applicant Knowledge –** Applicant experience will be allocated a maximum score of 50 points. Applicants must demonstrate the knowledge to perform all services requested in this RFA.

Question 4 of 4 – Describe, in narrative form, your knowledge of the Social Security Administration requirements and procedures relative to:

a) *The 5-step sequential evaluation process used by the Social Security Administration to determine if an individual age 18 and older is medically eligible to receive Supplemental Security Income (SSI) based on disability and, how Drug Addiction and Alcoholism (DAA) may or may not be material to the determination.*

b) *The evaluation process used by the Social Security Administration to determine Supplemental Security Income (SSI) medical eligibility for disabled children.*

1.6. Application Evaluation

1.6.1. **Experience (Q1) – 50 Points**

1.6.2. **Ability (Q2) – 50 Points**

1.6.3. **Capability Q3 – 50 Points**

1.6.4. **Knowledge (Q4) – 50 Points**

Total Possible Points – 200 Points

1.7. Request for Applications Terminology

ANB – Aid to the Needy Blind - a category of assistance for individuals who are blind at any age who meet the definition of blind and who are within income and resources guidelines.

APTD - Aid to the Permanently and Totally Disabled - a category of assistance for individuals who are between the ages of 18 and 64 and who are permanently and totally disabled, as defined by state and federal regulations.

CDR – Continuing Disability Review – A review that is completed to determine if an individual is still medically eligible for State disability programs.

HC-CSD – Home Care for Children with Severe Disabilities – A category of assistance for children from birth to age 19 who are disabled and require the same level of care as provided in a hospital, psychiatric hospital, nursing facility, or intermediate care facility for the intellectually disabled.

MEAD - Medicaid for Employed Adults with Disabilities – a category of assistance for individuals who are employed and have earned income above the Substantial Gainful Employment threshold.

MOAD – Medicaid for Employed Older Adults with Disabilities - a category of assistance for individuals age 65 and older who are employed and disabled.

2. Notices *(Updated 1/28/20)*

2.1. Exceptions

2.1.1. The Department will require the successful Applicant to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that an Applicant believes that exceptions to Appendix A will be necessary for the Applicant to enter into an Agreement, the Applicant must note those issues during the RFA Question Period in Section 3. Applicants may not request exceptions to the Scope of Services or any other sections of this RFA.

2.1.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.

2.1.3. If the Department accepts an Applicant's exception the Department will, at the conclusion of the RFA Question Period, provide notice to all potential Applicants of the exceptions that have been accepted and indicate that

exception is available to all potential Applicants by publication of the Department's responses on or about the date indicated in Section 3.

2.1.4. Any exceptions to the standard form contract and exhibits that are not raised by an Applicant during the RFA Question Period will not be considered. In no event is an Applicant to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this solicitation.

2.2. RFA Amendment

The Department reserves the right to amend this RFA, as it deems appropriate, prior to the Application submission deadline on its own initiative or in response to issues raised through Applicant questions. In the event of an amendment to the RFA, the Department, at its sole discretion, may extend the Application submission deadline. The amended language will be posted on the Department's website.

2.3. Application Submission

2.3.1. Applications must be submitted electronically to contracts@dhhs.nh.gov and the Contract Specialist at the email address specified in Subsection 3.3.2.

2.3.1.1. The subject line must include the following information: **RFA-2021-DEHS-03-DISAB** (email xx of xx).

2.3.1.2. The maximum size of file attachments per email is 10 MB. Applications with file attachments exceeding 10 MB must be submitted via multiple emails.

2.4. Contract Monitoring Provisions

2.4.1. All Applicants must complete Appendix B, Contract Monitoring Provisions.

2.4.2. The Department will use Applicant responses to conduct a risk assessment to determine if enhanced contract monitoring is necessary if the Applicant is awarded a contract. The risk assessment will not be used to disqualify or score Applications.

2.4.3. The Department will complete the risk assessment utilizing multiple factors that include, but are not limited to:

2.4.3.1. Grant management experience.

2.4.3.2. Documented history of non-performance or non-compliance.

2.4.3.3. Audit findings.

2.4.3.4. Recent personnel or system changes.

2.4.3.5. Financial solvency.

2.4.3.6. Adequacy of internal controls.

2.4.4. The Department may incorporate contract monitoring procedures and activities into the final contract to address identified risks, which may include but are not limited to:

2.4.4.1. Requiring the Contractor to provide fiscal reports and documentation behind reports to the Department for review.

2.4.4.2. Reviewing Contractor reporting processes and systems for data integrity.

2.4.4.3. Performing file reviews to ensure Contractor compliance with state and federal laws and rules in the administration of the contract.

2.4.4.4. Conducting site visits to assess Contractor compliance with applicable contract objectives and requirements.

2.4.4.5. Reviewing Contractor expenditure details to ensure all expenditures are allowable and in compliance with federal and state laws and other applicable policies or rules.

2.4.4.6. Providing targeted training or technical assistance to the Contractor.

2.4.4.7. Reviewing monthly financial data to assess Contractor financial solvency.

2.4.5. **Statement of Applicant's Financial Condition** (Note: If applicant is an individual, this Section does not apply.)

2.4.5.1. The Applicant'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 by the Department as part of the risk assessment to determine if enhanced contract monitoring is required if a contract is awarded.

2.4.5.2. Each Applicant must submit audited financial statements for the four (4) most recently completed fiscal years. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles.

2.4.5.3. Complete financial statements must include the following:

2.4.5.3.1. Opinion of Certified Public Accountant;

2.4.5.3.2. Balance Sheet;

2.4.5.3.3. Income Statement;

2.4.5.3.4. Statement of Cash Flow;

2.4.5.3.5. Statement of Stockholder's Equity of Fund Balance;

2.4.5.3.6. Complete Financial Notes; and

2.4.5.3.7. Consolidating and Supplemental Financial Schedules.

2.4.5.4. An Applicant, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. An Applicant, 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 Applicant 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.

2.4.5.5. If an Applicant 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 Applicant shall submit the following as part of its Application:

2.4.5.5.1. Uncertified financial statements; and

2.4.5.5.2. 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.

2.5. Compliance

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

2.5.2. The selected Contractor must meet all information security and privacy requirements as set by the Department.

2.5.3. The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:

2.5.3.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

2.5.3.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

2.5.3.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

2.5.3.4. Medical records on each patient/recipient of services.

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

2.5.4. **Credits and Copyright Ownership**

2.5.4.1. 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, *"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."*

2.5.4.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use. The Department 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. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

2.5.5. **Culturally and Linguistically Appropriate Services**

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

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

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

2.5.5.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication

not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.

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

2.5.5.6. Successful Applicants will be:

2.5.5.6.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and

2.5.5.6.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the Department's website.

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

2.5.5.7.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);

2.5.5.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;

2.5.5.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and

2.5.5.7.4. The resources available to the organization to provide language assistance.

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

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

2.5.6. **Audit Requirements**

2.5.6.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

2.5.6.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

2.5.6.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

2.5.6.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

2.5.6.2. If Condition A exists, the Contractor shall submit an annual **single audit** performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

2.5.6.3. If Condition B or Condition C exists, the Contractor shall submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

2.5.6.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year,

regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

2.5.6.5. 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.

2.6. Non-Collusion

The Applicant's required signature on the Transmittal Cover Letter for an Application submitted in response to this RFA guarantees that the prices, terms and conditions, and services have been established without collusion with other Applicants and without effort to preclude Department from obtaining the best possible Application.

2.7. Applicant Withdrawal

Prior to the Closing Date for receipt of Applications, an Application may be withdrawn by submitting a written request for its withdrawal to Contract Specialist identified in Paragraph 3.3.2.

2.8. Public Disclosure

2.8.1. Pursuant to RSA 21-G:37, the content of responses to this RFA must remain confidential until the Governor and Executive Council have awarded a contract. At the time of receipt of Applications, the Department will publish the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFA, the Department will post the name, rank or score of each Applicant. Applicant's disclosure or distribution of the contents of its Application, other than to the State, will be grounds for disqualification at the State's sole discretion.

2.8.2. The content of each Application and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of an Application in response to this RFA 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 RFA will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

2.8.3. Insofar as an Applicant seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Applicant

must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This must be done by separate letter identifying by page number and Application section the specific information the Applicant claims to be exempt from public disclosure pursuant to RSA 91-A:5. **The Applicant is strongly encouraged to provide a redacted copy of their application.**

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

2.9. Non-Commitment

Notwithstanding any other provision of this RFA, this RFA does not commit the Department to award a Contract. The Department reserves the right to reject any and all Applications or any portions thereof, at any time and to cancel this RFA and to solicit new Applications under a new Application process.

2.10. Request for Additional Information or Materials

The Department may ask any Applicant to provide additional information or materials needed to clarify information presented in the Application. Such a request will be issued in writing and will not provide an Applicant with an opportunity to change, extend, or otherwise amend its Application in intent or substance.

2.11. Liability

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

2.12. Oral Presentations and Discussions

The Department reserves the right to require some or all Applicants to make oral presentations of their Application. The purpose of the oral presentation is to clarify and expound upon information provided in the written application. Applicants are prohibited from altering the original substance of their Applications during the oral presentations. The Department will use the information gained from oral

presentations to refine the technical review scores. Any and all costs associated with an oral presentation shall be borne entirely by the Applicant.

2.13. Successful Applicant Notice and Contract Negotiations

2.13.1. If an Applicant(s) is selected, the Department will notify the successful Applicant(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Applicant(s), all submitted Applications remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Applicant(s), the evaluation team may recommend another Applicant(s). The Department will not contact Applicant(s) that are not initially selected to enter into contract negotiations.

2.14. Scope of Award and Contract Award Notice

2.14.1. The Department reserves the right to award a service, part of a service, group of services, or total services and to reject any and all Applications in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.

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

2.15. Site Visits

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

2.16. Protest of Intended Award

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

2.17. Contingency

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

2.18. Ethical Requirements

From the time this RFA is published until a contract is awarded, no Applicant shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Applicant that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Applicant who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting an Application to this RFA, or similar request for submission and every such Applicant shall be disqualified from submitting any Applicant or similar request for submission issued by any state agency. An Applicant that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

3. Application Process

3.1. Overview

3.1.1. Application documents must be presented in the order indicated below.

3.1.2. Applications must conform to all instructions, requirements and contents indicated below.

3.1.3. The Department must receive the Application by the time and date specified in the Procurement Timetable in Section 3 and in the manner specified or it will be rejected as non-compliant, unless waived by the Department as a non-material deviation.

3.1.4. The Department will conduct an initial screening step to verify Applicant compliance with the submission requirements of this RFA. The Department may waive or offer a limited opportunity for an Applicant to cure immaterial deviations from the RFA requirements if it is determined to be in the best interest of the Department.

3.1.5. Late submissions that are not accepted will remain unopened and will be discarded. Submission of the Application shall be at the Applicant's expense.

3.2. Application Content

3.2.1. A **Transmittal Cover Letter** on the Applicant's letterhead that must:

3.2.1.1. Reference, "**RFA-2021-DEHS-03-DISAB**;"

3.2.1.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the Applicant to contractually obligate the agency or individual;

3.2.1.3. Acknowledge that the Applicant has read this Request for Application, understands it, and agrees to be bound by its requirements;

3.2.1.4. Contain the date that the Application was submitted; and

3.2.1.5. Be signed by an individual who is authorized to bind the Applicant to all statements, including services and prices contained in this Request for Application.

3.2.2. **Mandatory Responses** to RFA Questions in Subsection 1.5.

3.2.3. **Resume** of key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this RFA.

3.2.4. **Licenses, Certificates and Permits** as required by this Request for Application.

3.2.5. **Current Certificate of Insurance**

3.2.6. **Three (3) references for the Applicant.** The Applicant must submit three (3) written references from individuals or organizations who have knowledge of the Applicant's capability to deliver services applicable to this solicitation. A current Department employee will not be considered a valid reference:

3.2.6.1. Each written reference must include current contact information, a description of work performed, quality of work, and dates of performance.

3.2.6.2. The Department may contact a reference to clarify any information.

3.2.7. **New Hampshire Certificate of Good Standing**

The Department requires, as applicable, every Contractor to acquire a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State in accordance with RSA 5:18-a.

3.2.8. **Affiliations – Conflict of Interest Statement** regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

3.2.9. **Financial Information required in Paragraph 2.3.5**

3.2.10. **Appendix B** – Contract Monitoring Provisions.

3.2.11. **Appendix C** – CLAS Requirements.

3.3. Procurement Timetable and Contact Information

3.3.1. Schedule of Events

Item	Action *(All times are according to Eastern Standard Time. The Department reserves the right to modify these dates at its sole discretion.)*	Date
1.	RFA Release Date	November 3, 2020
2.	RFA Applicant Questions Submission Deadline	November 10, 2020 **11:59 PM**
3.	Department Responses to Questions Published	November 17, 2020
4.	Application Submission Deadline	December 1, 2020 **11:59 PM**

3.3.2. All questions and applications must be submitted electronically to:

State of New Hampshire
Department of Health and Human Services
Jennifer Hackett, Contract Specialist
Bureau of Contracts & Procurements
129 Pleasant Street
Concord NH 03301
Email: Jennifer.Hackett@dhhs.nh.gov
Phone: (603) 271-9605

3.3.3. From the date of release of this RFA until an award is made and announced regarding the selection of an Applicant, all communication with personnel employed by or under contract with the Department regarding this RFA is prohibited unless first approved by the RFA Point of Contact listed in Paragraph 3.3.2, herein. Department employees have been directed not to hold conferences and/or discussions concerning this RFA with any potential contractor during the selection process, unless otherwise authorized by the RFA Point of Contact. Applicants may be disqualified for violating this restriction on communications.

3.4. Applicant's Questions and Answers

3.4.1. All questions about this RFA, including but not limited to requests for clarification, additional information or any changes to the RFA must be made in writing, citing the RFA page number and part or subpart, and submitted by email to the Contract Specialist identified in Paragraph 3.3.2.

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

3.4.3. Questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.

3.4.4. Questions must be received by the deadline provided in Paragraph 3.3.1, Procurement Timetable.

3.4.5. Written answers to questions received will be published on the Department's website on or about the date indicated in Paragraph 3.3.1, Procurement Timetable.

3.5. Validity of Application

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

4. Appendices

4.1. Appendix A – P-37 General Provisions and Standard Exhibits (*for reference only-do not return*)

4.2. Appendix B – Contract Monitoring Provisions

4.3. Appendix C – CLAS Requirements

4.4. Appendix D – New Hampshire Medical Eligibility Review Summary (MERS)

FORM NUMBER P-37 (version 12/11/2019)

Do Not Return

Subject:_____

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number ( ) -	1.6 Account Number	1.7 Completion Date Select a Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On:			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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Contractor Initials _____
Date _____

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. 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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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

7. PERSONNEL.

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.3. 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.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

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

10.3 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.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor Initials _____

Date _____

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials _____
Date _____

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New Hampshire Department of Health and Human Services

Exhibit A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1 – Revisions to Form P-37, General Provisions

1.1 Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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New Hampshire Department of Health and Human Services

EXHIBIT B

Scope of Services

To be written in accordance with the requirements of the RFA.

Do Not Return

Contractor Initials _____

Vendor Name

Page 1 of 1

Date _____

Do Not Return

New Hampshire Department of Health and Human Services

EXHIBIT C

Payment Terms

To be written in accordance with the requirements of the RFA.

Do Not Return

New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

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

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

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

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

Vendor Name:

_____ _____

Date Name:
Title:

Do Not Return

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor 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.

Vendor Name:

_____ _____
Date Name:
Title:

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New Hampshire Department of Health and Human Services
Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Vendor 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 Vendor 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:

Vendor 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.

Do Not Return

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

_____ _____

Date

Name:
Title:

Do Not Return

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 Vendor 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 Vendor 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.

Vendor Name:

_____ _____

Date

Name:
Title:

Do Not Return

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

Department of Health and Human Services	
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

Do Not Return

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:

Do Not Return

Do Not Return

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: _____

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

   _____ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Do Not Return

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

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

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

12. "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.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Appendix B Contract Monitoring Provisions

Management Questionnaire

All Vendors responding to Department-issued Requests for Proposals (RFPs), Requests for Bids (RFBs), or Requests for Applications (RFAs) must complete and return this Management Questionnaire.

	Question	YES	NO	N/A
1.	Was your organization established more than two years ago?	☐Yes	☐No	☐N/A
2.	During the past 18 months, have you experienced staff turnover in positions that will be involved in the administration of the contract?	☐Yes	☐No	☐N/A
3.	Have you managed the same or a similar contract or program during one of the last five (5) calendar years?	☐Yes	☐No	☐N/A
4.	Have you received federal funds from the Department through a contract during one of the last five (5) calendar years?	☐Yes	☐No	☐N/A
5.	Were you ever provided formal written notification from the Department that you were in non-compliance or failed to perform in accordance with contract provisions or requirements?	☐Yes	☐No	☐N/A
6.	If you had a Single Audit performed in accordance with the Federal Uniform Guidance (2 CFR 200 subpart F (200.500)) by an external entity or an audit performed by a state or federal agency during the most recently completed fiscal year, did the audit include any findings?	☐Yes	☐No	☐N/A
7.	Have you ever been required to return payments to the Department as a result of an audit, unallowable expenditure or any other reason?	☐Yes	☐No	☐N/A
8.	Has your organization implemented a new accounting, financial, or programmatic IT system within the last two years?	☐Yes	☐No	☐N/A
9.	Are you aware of any ongoing or pending lawsuits filed against your organization or any investigations or inspections of your organization by any state or federal regulatory agency within the last two years?	☐Yes	☐No	☐N/A
10.	With Department approval, if you intend to subcontract a portion of the work under the resulting contract to another entity, do you have competitive bid procedures for purchases and personal services contracts compliant with state and federal regulations, laws, and rules?	☐Yes	☐No	☐N/A
11.	With Department approval, if you intend to subcontract a portion of the work under the resulting contract to another entity, do you have written policies and procedures for subrecipient/contractor determinations, risk assessments, and subrecipient monitoring as required under Federal Uniform Guidance (2 CFR subpart D (200.300)?	☐Yes	☐No	☐N/A

Appendix B Contract Monitoring Provisions

12.	Does your accounting system identify the receipt and expenditure of program funds separately by each contract or grant, and by line item categories?	☐Yes	☐No	☐N/A
13.	Does your organization maintain a formal system of segregation of duties for procurement, time keeping, and bank statement reconciliation activities?	☐Yes	☐No	☐N/A
14.	Do you have procedures to ensure expenditures are reviewed by an independent person* to determine that all expenditures are allowable under the terms of the contract as well as federal and state regulations, laws and rules?*	☐Yes	☐No	☐N/A
15.	Are time distribution records maintained for each employee performing contracted services that account for time spent working on the contract versus time spent on all other activities?	☐Yes	☐No	☐N/A
16.	Does your financial system compare amounts spent to date with budgeted amounts for each award?	☐Yes	☐No	☐N/A
17.	Does your accounting or financial system include budgetary controls to prevent incurring obligations in excess of total funds available for a grant or a cost category (e.g., personnel costs, equipment, travel)?	☐Yes	☐No	☐N/A
18.	Do you maintain written policy and procedures for all aspects of financial transactions and accounting related to time keeping, a record retention, procurement, and asset management that are compliant with Federal Uniform Guidance requirements (2 CFR subpart D (200.300)?	☐Yes	☐No	☐N/A

*An independent person can be any individual within an organization or an outside third party, who verifies that an expenditure made by another person, is appropriate and in accordance with the terms of the contract. For example, one person would be responsible for making a purchase or authorizing payment and a second independent person verifies that funds were spent appropriately. If you do not have an independent person, please mark “No” for Question 15.

Marking No or N/A for any question on the Management Questionnaire does not preclude a Vendor from being selected.

I hereby declare that the answers provided in this Management Questionnaire are accurate and true to the best of my knowledge.

Signature	Printed Name & Job Title	Date

APPENDIX C

Addendum to CLAS Section of RFA for Purpose of Documenting Title VI Compliance

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

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

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

Background:

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

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

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

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

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

APPENDIX C

Examples of practices that may violate Title VI include:

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

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

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

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

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

APPENDIX C

Important Items to Consider When Evaluating the Four Factors.

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

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

APPENDIX C

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

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

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

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

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

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

1.) Has completed the four-factor analysis as part of the process for creating its proposal, in response to the above referenced RFA.

APPENDIX C

2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to ***all*** LEP persons to all programs, services, and/or activities offered by my organization.
3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

_____

Contractor/Vendor Signature Contractor's Representative Name/Title

_____

Contractor Name Date

Claimant Name: **Case Number:**

APTD MEDICAL ELIGIBILITY REVIEW SUMMARY

Reviewer's name:
Date:

1. Date of Birth:
2. SSI Entitlement Date:
3. SSDI Entitlement Date:
4. SSI/SSDI Denial Date:
5 APTD Application Date:

6. Requested to attend CE(s)? ☐ **Yes.** ☐ **No.**

7. Attended and cooperated with all Consultative Examination(s)? ☐ **Yes.** ☐ **No.** ☐ **n/a.**

8. Impairment List

Impairment/s-Alleged	Step II status	Impairment/s-Confirmed	Step II status

THE FIVE STEP SEQUENTIAL EVALUATION

STEP I: **DOES THE APPLICANT PERFORM SUBSTANTIAL GAINFUL ACTIVITY (SGA)?**

☐ No. ☐ Yes.

Claimant Name: **Case Number:**

STEP II: IS THE INDIVIDUAL LIMITED BY HIS/HER IMPAIRMENT OR COMBINATION OF IMPAIRMENTS? (Diminimis standard) *

Is the individual limited by his/her impairment or combination of impairments? An impairment can be considered as not severe only if it is a slight abnormality which has such a minimal effect on the individual that it would not be expected to interfere with the individual's ability to work. Examples of these are walking, standing, sitting lifting, pushing, pulling, reaching, carrying or handling; seeing, hearing, and speaking; understanding, carrying out, and remembering simple instructions; use of judgment, responding appropriately to supervision, coworkers, and usual work situations; and dealing with changes in a routine work setting. Pain may be a contributing factor to the applicant's ability to perform SGA.

☐ Yes. ☐ No.

Severity /duration Rationale (document any impairment being stopped at step II):

STEP III: DOES THE IMPAIRMENT OR COMBINATION OF IMPAIRMENTS MEET OR EQUAL A SSI LISTING?

☐ Yes. ☐ No. Obtain RFC(s). (duration is NOT addressed at step III if no listing level impairment is found)

Listings considered:

Disability Onset date and rationale:

DURATION - Has the impairment lasted or is expected to last 48 continuous months or result in death?

☐ Yes. Document rationale. ☐ No. Document rationale. Obtain RFC(s).

Duration rationale:

OR

☐ Defer to voc for approval. Do not provide any listing sheets. Forward to obtain a RFC(s).

Claimant Name: **Case Number:**

VOCATIONAL REVIEW WORKSHEET

Education:	Language:	SSDI age:

Physical RFC	☐ Sedentary	☐ Light	☐ Medium	☐ Projected

Mental RFC	☐ work impairments	☐ no work impairments	☐ Projected

PREVIOUS RELEVANT WORK (SGA Only Work)

Job Title (per Form 177)	Dates	SVP	Phys Demands	DOT #

IF APPLICANT IS UNABLE TO RETURN TO WORK WITH CURRENT RFC, ESTABLISH AN ONSET DATE AND ASSESS STEP IV AND V BASED ON DURATION USING PROJECTED RFC.

Projected RFC ☐ **YES** ☐ **NO**

Onset date of work impairment (if needed) with rationale:

Claimant Name: **Case Number:**

APTD VOCATIONAL REVIEW

STEP IV: IS THE CLAIMANT CAPABLE OF PAST RELEVANT WORK (WITHIN PAST 15 YRS.)?

☐ Yes. Document rationale in text box below. Case is a denial. Review is complete.
☐ No. Document rationale in text box below. Continue to STEP V.

STEP V: IS THE CLAIMANT CAPABLE OF OTHER WORK? UTILIZE "GRID" RULING IF APPLICABLE.

☐ Yes. Document rationale in text box below. Case is an APTD denial. Review is complete.
☐ No. Document rationale in text box below. Case is an APTD approval. Review is complete.

Occupational Category	SVP	PHYS DEMANDS	Job Title	DOT #	# in NH	# in MA

Transferable Skills from PRW (if needed)	
1.	4.
2.	5.
3.	6.

Claimant Name: **Case Number:**

Summary:

STEP 1: The applicant is performing substantial gainful activity. ☐YES ☐NO

STEP 2: The applicant has an impairment that more than minimally impacts his/her ability to perform basic work activities. ☐ YES ☐NO

STEP 3: The applicant has an impairment that meets/equals a listing in the "Blue Book" AND meets the duration requirement set forth in RSA 167:6, VI. ☐YES ☐NO ☐Defer to Voc

STEP 4: The applicant is able to return to previous relevant work within 48 months of the onset of the severe impairment. ☐YES ☐NO

STEP 5: The applicant is able to perform other work within 48 months of the onset of the severe impairment. ☐YES ☐NO

We recommend that the applicant be: ☐ **APPROVED** ☐**DENIED**

Next review date: _____

Signature:	**Date:**
Signature VOC:	**Date:**
Signature PRT:	**Date:**
Signature MRT:	**Date:**

Claimant Name: **Case Number:**

ANB MEDICAL ELIGIBILITY REVIEW SUMMARY

Reviewer's name:
Date:

1. Date of Birth:
2. SSI Entitlement Date:
3. SSDI Entitlement Date:
4. SSI/SSDI Denial Date:
5. ANB Application Date:

6. Requested to attend CE(s)? ☐ **Yes.** ☐ **No.**
7. Attended and cooperated with all Consultative Examination(s)? ☐ **Yes.** ☐ **No.** ☐ **n/a.**

8. Impairment List

Impairment/s-alleged	Step II Status	Impairment/s-confirmed	Step II Status

STEP I: IS THE APPLICANT CURRENTLY WORKING?

☐ No. ☐ Yes.

Claimant Name: **Case Number:**

STEP II: IS THE INDIVIDUAL LIMITED BY HIS/HER IMPAIRMENT OR COMBINATION OF IMPAIRMENTS? (Diminimis standard) *

An impairment can be considered as not severe only if it is a slight abnormality which has such a minimal effect on the individual that it would not be expected to interfere with the individual's ability to work. Examples of these are walking, standing, sitting lifting, pushing, pulling, reaching, carrying or handling; seeing, hearing, and speaking; understanding, carrying out, and remembering simple instructions; use of judgment, responding appropriately to supervision, coworkers, and usual work situations; and dealing with changes in a routine work setting. Pain may be a contributing factor to the applicant's ability to perform SGA.

☐ Yes. ☐ No.

Severity / duration Rationale (document any impairment being stopped at step II):

STEP III: DOES THE IMPAIRMENT OR COMBINATION OF IMPAIRMENTS MEET OR EQUAL A SSI LISTING?

☐ Yes. ☐ No. (Duration is NOT addressed at Step III if no listing level impairment is found)

Listings considered:

Onset date and rational of when impairment met/equaled a listing(s):

DURATION - Has the impairment lasted or is expected to last 48 continuous months or result in death?

☐ Yes. Document rationale. ☐ No. Document rationale. Obtain RFC(s).

Duration rationale (of impairment(s) at listing level):

ANB process stops after STEP III.

Claimant Name: **Case Number:**

Summary:

STEP 1: Is the applicant currently working? ☐YES ☐NO

STEP 2: The applicant has an impairment that more than minimally impacts his/her ability to perform basic work activities. ☐ YES ☐NO

STEP 3: The applicant has an impairment that meets/equals a listing in the "Blue Book" AND meets the duration requirement set forth in RSA 167:6, VI. ☐YES ☐NO

We recommend that the applicant be: ☐ **APPROVED** ☐**DENIED**

Next review date: _____

Signature:	**Date:**
Signature PRT:	**Date:**
Signature MRT:	**Date:**

Claimant Name: **Case Number:**

MEAD MEDICAL ELIGIBILITY REVIEW SUMMARY

Reviewer's name:
Date:

1. Date of Birth:
2. SSI Entitlement Date:
3. SSDI Entitlement Date:
4. SSI/SSDI Denial Date:
5. MEAD Application Date:

6. Requested to attend CE(s)? ☐ **Yes.** ☐ **No.**
7. Attended and cooperated with all Consultative Examination(s)? ☐ **Yes.** ☐ **No.** ☐ **n/a.**

8. Impairment List

Impairment/s-alleged	Step II Status	Impairment/s-confirmed	Step II Status

THE FIVE STEP SEQUENTIAL EVALUATION

STEP I: IS THE APPLICANT CURRENTLY WORKING?

☐ No. ☐ Yes.

Claimant Name: **Case Number:**

STEP II: IS THE INDIVIDUAL LIMITED BY HIS/HER IMPAIRMENT OR COMBINATION OF IMPAIRMENTS? (Diminimis standard) *

An impairment can be considered as not severe only if it is a slight abnormality which has such a minimal effect on the individual that it would not be expected to interfere with the individual's ability to work. Examples of these are walking, standing, sitting lifting, pushing, pulling, reaching, carrying or handling; seeing, hearing, and speaking; understanding, carrying out, and remembering simple instructions; use of judgment, responding appropriately to supervision, coworkers, and usual work situations; and dealing with changes in a routine work setting. Pain may be a contributing factor to the applicant's ability to perform SGA.

☐ Yes. ☐ No.

Severity / duration Rationale (document any impairment being stopped at step II):

STEP III: DOES THE IMPAIRMENT OR COMBINATION OF IMPAIRMENTS MEET OR EQUAL A SSI LISTING?

☐ Yes. ☐ No. (Duration is NOT addressed at Step III if no listing level impairment is found)

Listings considered:

Onset date and rational of when impairment met/equaled a listing(s):

DURATION - Has the impairment lasted or is expected to last 48 continuous months or result in death?

☐ Yes. Document rationale. ☐ No. Document rationale. Obtain RFC(s).

Duration rationale (of impairment(s) at listing level):

MEAD process stops after STEP III.

Claimant Name: **Case Number:**

Summary:

STEP 1: Is the applicant currently working? ☐YES ☐NO

STEP 2: The applicant has an impairment that more than minimally impacts his/her ability to perform basic work activities. ☐ YES ☐NO

STEP 3: The applicant has an impairment that meets/equals a listing in the "Blue Book" AND meets the duration requirement set forth in RSA 167:6, VI. ☐YES ☐NO

We recommend that the applicant be: ☐ **APPROVED** ☐**DENIED**

Next review date: _____

Signature:	**Date:**
Signature PRT:	**Date:**
Signature MRT:	**Date:**

Claimant Name: **Case Number:**

HC-CSD MEDICAL ELIGIBILITY REVIEW SUMMARY

Reviewer's name: **Date:**

Date of Birth:
HC-CSD Application Date:
☐ **Initial** ☐ **Review** ☐ **Other**

Impairment List

Impairment/s-Alleged	Step II status	Impairment/s-Confirmed	Step II status

THE FOUR STEP SEQUENTIAL EVALUATION

STEP I: DOES THE CHILD PERFORM SUBSTANTIAL GAINFUL ACTIVITY (SGA)?
(*If you are working.* If you are working and the work you are doing is substantial gainful activity, we will find that you are not disabled regardless of your medical condition or age, education, or work experience.)

☐ No. ☐ Yes.

STEP II: IS THE CHILD'S MEDICALLY DETERMINABLE IMPAIRMENT(S) SEVERE?
(*You must have a medically determinable impairment(s) that is severe.* If you do not have a medically determinable impairment, or your impairment(s) is a slight abnormality or a combination of slight abnormalities that causes no more than minimal functional limitations, we will find that you do not have a severe impairment(s) and are, therefore, not disabled)

☐ Yes. ☐ No.

Severity Rationale (document any impairment being stopped at step II):

Claimant Name: **Case Number:**

STEP III: DOES THE CHILD'S IMPAIRMENT(S) MEET, MEDICALLY EQUAL, OR FUNCTIONALLY EQUAL THE LISTINGS? (ATTACH LISTINGS)

Your impairment(s) must meet, medically equal, or functionally equal the listings. An impairment(s) causes marked and severe functional limitations if it meets or medically equals the severity of a set of criteria for an impairment in the listings, or if it functionally equals the listings.

If your impairment(s) does not meet the duration requirement, or does not meet, medically equal, or functionally equal the listings, we will find that you are not disabled.

Listings considered:

1. **DOES THE IMPAIRMENT OR COMBINATION OF IMPAIRMENTS MEET A SSI LISTING?**

☐ Yes. ☐ No. ☐ See MRT Summary.

2. **DOES THE IMPAIRMENT OR COMBINATION OF IMPAIRMENTS MEDICALLY EQUAL A SSI LISTING?**

If you have an impairment(s) that is not described in the Listing of Impairments in appendix 1 of subpart P of part 404 of this chapter, we will compare your findings with those for closely analogous listed impairments. If the findings related to your impairment(s) are at least of equal medical significance to those of a listed impairment, we will find that your impairment(s) is medically equivalent to the analogous listing.

If you have a combination of impairments, no one of which meets a listing described in the Listing of Impairments in appendix 1 of subpart P of part 404 of this chapter (see §416.925(c)(3)), we will compare your findings with those for closely analogous listed impairments. If the findings related to your impairments are at least of equal medical significance to those of a listed impairment, we will find that your combination of impairments is medically equivalent to that listing.

☐ Yes. ☐ No. ☐ See MRT Summary.

3. **DOES THE IMPAIRMENT OR COMBINATION OF IMPAIRMENTS FUNCTIONALLY EQUAL A SSI LISTING?**

(If you have a severe impairment or combination of impairments that does not meet or medically equal any listing, we will decide whether it results in limitations that functionally equal the listings. By "functionally equal the listings," we mean that your impairment(s) must be of listing-level severity; *i.e.,* it must result in "marked" limitations in two domains of functioning or an "extreme" limitation in one domain. We will assess the functional limitations caused by your impairment(s); *i.e.,* what you cannot do, have difficulty doing, need help doing, or are restricted from doing because of your impairment(s). When we make a finding regarding functional equivalence, we will assess the interactive and cumulative effects of all of the impairments for which we have evidence, including any impairments you have that are not "severe.")

☐ Yes. ☐ No. ☐ See MRT Summary.

Claimant Name: **Case Number:**

☐ **OTHER** (Specify) _____(Explained in MRT Summary)

3A. DOMAIN EVALUATIONS

1. Acquiring and using information: **No limitation** ☐ **less than marked** ☐ **marked** ☐ **extreme** ☐

***Examples of limited functioning in acquiring and using information**.* The following examples describe some limitations we may consider in this domain. Your limitations may be different from the ones listed here. Also, the examples do not necessarily describe a "marked" or "extreme" limitation. Whether an example applies in your case may depend on your age and developmental stage; e.g., an example below may describe a limitation in an older child, but not a limitation in a younger one. As in any case, your limitations must result from your medically determinable impairment(s). However, we will consider all of the relevant information in your case record when we decide whether your medically determinable impairment(s) results in a "marked" or "extreme" limitation in this domain.
(i) You do not demonstrate understanding of words about space, size, or time; e.g., in/under, big/little, morning/night.
(ii) You cannot rhyme words or the sounds in words.
(iii) You have difficulty recalling important things you learned in school yesterday.
(iv) You have difficulty solving mathematics questions or computing arithmetic answers.
(v) You talk only in short, simple sentences and have difficulty explaining what you mean.

Evidence supporting rating:

2. Attending and Completing Tasks: **No limitation** ☐ **less than marked** ☐ **marked** ☐ **extreme** ☐

Examples of limited functioning in attending and completing tasks. The following examples describe some limitations we may consider in this domain. Your limitations may be different from the ones listed here. Also, the examples do not necessarily describe a "marked" or "extreme" limitation. Whether an example applies in your case may depend on your age and developmental stage; e.g., an example below may describe a limitation in an older child, but not a limitation in a younger one. As in any case, your limitations must result from your medically determinable impairment(s). However, we will consider all of the relevant information in your case record when we decide whether your medically determinable impairment(s) results in a "marked" or "extreme" limitation in this domain.
(i) You are easily startled, distracted, or overreactive to sounds, sights, movements, or touch.
(ii) You are slow to focus on, or fail to complete activities of interest to you, e.g., games or art projects.
(iii) You repeatedly become sidetracked from your activities or you frequently interrupt others.
(iv) You are easily frustrated and give up on tasks, including ones you are capable of completing.
(v) You require extra supervision to keep you engaged in an activity.

Claimant Name: **Case Number:**

Evidence supporting rating:

3. Interacting and Relating With Others: **No limitation** ☐ **less than marked** ☐ **marked** ☐ **extreme** ☐

Examples of limited functioning in interacting and relating with others. The following examples describe some limitations we may consider in this domain. Your limitations may be different from the ones listed here. Also, the examples do not necessarily describe a "marked" or "extreme" limitation. Whether an example applies in your case may depend on your age and developmental stage; e.g., an example below may describe a limitation in an older child, but not a limitation in a younger one. As in any case, your limitations must result from your medically determinable impairment(s). However, we will consider all of the relevant information in your case record when we decide whether your medically determinable impairment(s) results in a "marked" or "extreme" limitation in this domain.
(i) You do not reach out to be picked up and held by your caregiver.
(ii) You have no close friends, or your friends are all older or younger than you.
(iii) You avoid or withdraw from people you know, or you are overly anxious or fearful of meeting new people or trying new experiences.
(iv) You have difficulty playing games or sports with rules.
(v) You have difficulty communicating with others; e.g., in using verbal and nonverbal skills to express yourself, carrying on a conversation, or in asking others for assistance.
(vi) You have difficulty speaking intelligibly or with adequate fluency.

Evidence supporting rating:

4. Moving About and Manipulating Objects: **No limitation** ☐ **less than marked** ☐ **marked** ☐ **extreme** ☐

Examples of limited functioning in moving about and manipulating objects. The following examples describe some limitations we may consider in this domain. Your limitations may be different from the ones listed here. Also, the examples do not necessarily describe a "marked" or "extreme" limitation. Whether an example applies in your case may depend on your age and developmental stage; e.g., an example below may describe a limitation in an older child, but not a limitation in a younger one. As in any case, your limitations must result from your medically determinable impairment(s). However, we will consider all of the relevant information in your case record when we decide whether your medically determinable impairment(s) results in a "marked" or "extreme" limitation in this domain.
(i) You experience muscle weakness, joint stiffness, or sensory loss (e.g., spasticity, hypotonia, neuropathy, or paresthesia) that interferes with your motor activities (e.g., you unintentionally drop things).
(ii) You have trouble climbing up and down stairs, or have jerky or disorganized locomotion or difficulty with your balance.

Claimant Name: **Case Number:**

(iii) You have difficulty coordinating gross motor movements (e.g., bending, kneeling, crawling, running, jumping rope, or riding a bike).
(iv) You have difficulty with sequencing hand or finger movements.
(v) You have difficulty with fine motor movement (e.g., gripping or grasping objects).
(vi) You have poor eye-hand coordination when using a pencil or scissors.

Evidence supporting rating:

5. Caring For Yourself: **No limitation** ☐ **less than marked** ☐ **marked** ☐ **extreme** ☐

Examples of limited functioning in caring for yourself. The following examples describe some limitations we may consider in this domain. Your limitations may be different from the ones listed here. Also, the examples do not necessarily describe a "marked" or "extreme" limitation. Whether an example applies in your case may depend on your age and developmental stage; e.g., an example below may describe a limitation in an older child, but not a limitation in a younger one. As in any case, your limitations must result from your medically determinable impairment(s). However, we will consider all of the relevant information in your case record when we decide whether your medically determinable impairment(s) results in a "marked" or "extreme" limitation in this domain.
(i) You continue to place non-nutritive or inedible objects in your mouth.
(ii) You often use self-soothing activities showing developmental regression (e.g., thumbsucking, re-chewing food), or you have restrictive or stereotyped mannerisms (e.g., body rocking, headbanging).
(iii) You do not dress or bathe yourself appropriately for your age because you have an impairment(s) that affects this domain.
(iv) You engage in self-injurious behavior (e.g., suicidal thoughts or actions, self-inflicted injury, or refusal to take your medication), or you ignore safety rules.
(v) You do not spontaneously pursue enjoyable activities or interests.
(vi) You have disturbance in eating or sleeping patterns.

Evidence supporting rating:

6. Health and Physical Well-Being: **No limitation** ☐ **less than marked** ☐ **marked** ☐ **extreme** ☐

Examples of limitations in health and physical well-being. The following examples describe some limitations we may consider in this domain. Your limitations may be different from the ones listed here. Also, the examples do not necessarily describe a "marked" or "extreme" limitation. Whether an example applies in your case may depend on your age and developmental stage; e.g., an example below may describe a limitation in an older child, but not a limitation in a younger one. As in any case, your limitations must result from your medically determinable impairment(s). However, we will consider all of the relevant information in your case record when we decide whether your medically determinable impairment(s) results in a "marked" or "extreme" limitation in this domain.
(i) You have generalized symptoms, such as weakness, dizziness, agitation (e.g., excitability), lethargy (e.g., fatigue or loss of energy or stamina), or psychomotor retardation because of your impairment(s).

Claimant Name: **Case Number:**

(ii) You have somatic complaints related to your impairments (e.g., seizure or convulsive activity, headaches, incontinence, recurrent infections, allergies, changes in weight or eating habits, stomach discomfort, nausea, headaches, or insomnia).
(iii) You have limitations in your physical functioning because of your treatment (e.g., chemotherapy, multiple surgeries, chelation, pulmonary cleansing, or nebulizer treatments).
(iv) You have exacerbations from one impairment or a combination of impairments that interfere with your physical functioning.
(v) You are medically fragile and need intensive medical care to maintain your level of health and physical well-being.

Evidence supporting rating:

3B. Definition of Marked and Extreme Limitations.

Marked limitation *See* POMS DI 25225.020B (20 CFR 416.926a(e)(2)).

The impairment(s) **interferes seriously** with the child's ability to independently initiate, sustain, or complete domain-related activities. Day-to-day functioning may be seriously limited when the child's impairment(s) limits only one activity or when the interactive and cumulative effects of the child's impairment(s) limit several activities.

- "More than moderate" but "less than extreme" limitation (i.e., the equivalent of functioning we would expect to find on standardized testing with scores that are at least two, but less than three, standard deviations below the mean), or
- Up to attainment age 3, functioning at a level that is more than one-half but not more than two-thirds of the child's chronological age when there are no standard scores from standardized tests in the case record, or
- At any age, a valid score that is two standard deviations or more below the mean, but less than three standard deviations, on a comprehensive standardized test designed to measure ability or functioning in that domain, and the child's day-to-day functioning in domain-related activities is consistent with that score.

For the "**Health and Physical Well-Being"** domain, we may also find a "marked" limitation if the child is frequently ill or has frequent exacerbations that result in significant, documented symptoms, or signs. For purposes of this domain, "frequent" means episodes of illness or exacerbations that occur on an average of 3 times a year, or once every 4 months, each lasting 2 weeks or more.

We may also find a "marked" limitation if a child has episodes that:

- Occur more often than 3 times in a year or once every 4 months but do not last for 2 weeks, or
- Occur less often than an average of 3 times a year or once every 4 months but last longer than 2 weeks, if the overall effect (based on the length of the episode(s) or its frequency) is equivalent in severity.

Extreme limitation *See* POMS DI 25225.020C (20 CFR 416.926a (e) (3)).

The impairment(s) **interferes very seriously** with the child's ability to independently initiate, sustain, or complete domain-related activities. Day-to-day functioning may be very seriously limited when the child's impairment(s) limit several activities. "Extreme" describes the worst limitations, but does not necessarily mean a total lack or loss of ability to function.

- "More than marked" limitation (i.e., the equivalent of the functioning we would expect to find on standardized testing with scores that are at least three standard deviations below the mean), or
- Up to attainment of age 3, functioning at a level that is one-half of the child's chronological age or less when there are no standard scores from standardized tests in the case record, or

Claimant Name: **Case Number:**

- At any age, a valid score that is three standard deviations or more below the mean on a comprehensive standardized test designed to measure ability or functioning in a domain, and the child's day-to-day functioning in domain-related activities is consistent with that score.

For the "**Health and Physical Well-Being"** domain we may also find an "extreme" limitation if the child is ill or has frequent exacerbations that result in significant, documented symptoms or signs substantially in excess of the requirements for showing a "marked" limitation. However, if the child has episodes of illness or exacerbations of the impairment(s) that would rate as "extreme" under this definition, the impairment(s) should meet or medically equal the requirements of a listing in most cases.

Disability Onset date and rationale:

DURATION - Has the impairment lasted or is expected to last 12 continuous months or result in death?

☐ Yes. Document rationale. ☐ No. Document rationale.

Duration rationale:

STEP IV:

Does the child meet the requirements of institutional level of care in accordance with RSA 167:3-g? "Degree of care" means the level of intensity or extent of medical care, treatment, or intervention required by the child as determined by the medical setting in which the child is being evaluated. In order to determine the most appropriate degree of care under which to evaluate the child, the joint medical review team shall review:

(a) The child's medical condition.
(b) The child's community care needs.

<u>Hospital</u>

1. The joint medical review team shall determine that the degree of care provided by a hospital is appropriate for the child if the following criteria are met:
   (a) The child requires hospitalization for an indefinite period of time; and
   (b) Either of the following are met:
   (1) The child requires a complex care schedule and the use of sophisticated equipment designed to alert caregivers to potential life-threatening problems; or

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(2) The child has the constant potential for aspiration, respiratory obstruction or arrest, and/or other life threatening complications requiring the need for prompt, recurrent, skilled interventions to sustain life.

☐ Yes. ☐ No.

Explanation:

Psychiatric Hospital

2. The joint medical review team shall determine that the degree of care provided by a psychiatric hospital is appropriate for the child if all the following criteria are met:
(a) The child meets the definition of a child with a serious emotional disturbance established by Department of Health and Human Services Notice, dated May 20, 1993, 58 Federal Register 29422 (1993).
(b) The child has specific symptoms and functional impairments that require professional and community interventions.
(c) The child has problems of a chronic and severe nature requiring an intensive amount of professional supervision which are determined by an inability to function in each of the following major life areas:
(1) Family relations.
(2) Interpersonal and/or social skills.
(3) Educational and/or vocational skills.

☐ Yes. ☐ No.

Explanation:

Claimant Name: **Case Number:**

Nursing Facility

3. The joint medical review team shall determine that the degree of care provided by a nursing facility is appropriate for the child if any one of the following criteria are met:
(a) The child is dependent on technologically sophisticated medical equipment such as, but not limited to, ventilators, gastrostomy tubes, or central venous lines to sustain life.
(b) The child requires observations or judgments more than once per hour throughout a 24-hour period or continuously, to maintain health status.
(c) The child requires direct interventions from skilled nursing or skilled rehabilitative professionals to maintain health status.
(d) The child is dependent daily on less sophisticated medical equipment such as, but not limited to, catheters, nebulizers, or oxygen to sustain life.
(e) The child requires observations and judgments less often than once per hour and not less often than once every 3 hours throughout the 24-hour period to maintain health status.
(f) The child requires basic nursing and rehabilitative interventions under the direction and supervision of skilled nursing or skilled rehabilitative professionals.

☐ Yes. ☐ No.

Explanation:

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Intermediate Care Facility for the Intellectually Disabled (ICF)

4. The joint medical review team shall determine that the degree of care provided by an intermediate care facility is appropriate for the child if each of the following criteria are met:
(a) The child has a developmental disability as defined in RSA 171-A:2, V.
(b) The child requires a continuous and pervasive active treatment program throughout the child's daily routine.
(c) There is a need for the continuity of treatment to and from all home and community-based settings.
(d) Either of the following are met:
(1) The child requires continuous medical monitoring for a chronic severe health problem; or
(2) The child requires continuous supervision, monitoring, and redirection of behaviors associated with any condition, related to an intellectual disability, that results in impairment of general intellectual functioning or adaptive behavior.

NOTE: RSA 171-A:2, V states the following:
"Developmental disability'' means a disability:
(a) Which is attributable to an intellectual disability, cerebral palsy, epilepsy, autism, or a specific learning

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disability, or any other condition of an individual found to be closely related to an intellectual disability as it refers to general intellectual functioning or impairment in adaptive behavior or requires treatment similar to that required for persons with an intellectual disability; and

(b) Which originates before such individual attains age 22, has continued or can be expected to continue indefinitely, and constitutes a severe disability to such individual's ability to function normally in society.

☐ Yes. ☐ No.

Explanation:

Medical Review Team Summary:

Claimant Name: **Case Number:**

Final Determination: ☐ **APPROVED** ☐ **DENIED**

Next review date: _____

Signature RN:	**Date:**
Signature MRT:	**Date:**
Signature PRT:	**Date:**

APTD MEDICAL ELIGIBILITY REVIEW SUMMARY – Continued Disability Review

Reviewer's name: **Date:**

1. Date of Birth:
2. SSI Entitlement Date:
3. SSDI Entitlement Date:
4. SSI/SSDI Denial Date:
5 APTD Review Date:

Claimant Name: **Case Number:**

6. Requested to attend CE(s)? ☐ **Yes.** ☐ **No.**

7. Attended and cooperated with all Consultative Examination(s)? ☐ **Yes.** ☐ **No.** ☐ **n/a.**

8. Impairment List

Previously Approved Impairment	**Stop/Continued (if stopped see step VI)**	**Impairment/s-Confirmed**	**Stop/Continued (if stopped see step VI)**
New Allegations			

CONTINUED ELIGIBILITY EVALUATION

STEP 1: DOES THE APPLICANT PERFORM SUBSTANTIAL GAINFUL ACTIVITY (SGA)?

☐ No (if no, continue to step II). ☐ Yes (If yes, APTD is denied).

STEP II: DOES THE IMPAIRMENT OR COMBINATION OF IMPAIRMENTS MEET OR EQUAL A SSI LISTING?
Listings considered (attach listings):

☐ No (if no, continue to step III). ☐ Yes (if yes, APTD continues).

STEP III: **HAS THERE BEEN MEDICAL IMPROVEMENT**
NOTE: *Medical improvement.* Medical improvement is any decrease in the medical severity of your impairment(s) which was present at the time of the most recent favorable medical decision that you were disabled or continued to be

Claimant Name: **Case Number:**

disabled. A determination that there has been a decrease in medical severity must be based on changes (improvement) in the symptoms, signs and/or laboratory findings associated with your impairment(s).

Example 1: You were awarded disability benefits due to a herniated nucleus pulposus. At the time of our prior decision granting you benefits you had had a laminectomy. Postoperatively, a myelogram still shows evidence of a persistent deficit in your lumbar spine. You had pain in your back, and pain and a burning sensation in your right foot and leg. There were no muscle weakness or neurological changes and a modest decrease in motion in your back and leg. When we reviewed your claim your treating physician reported that he had seen you regularly every 2 to 3 months for the past 2 years. No further myelograms had been done, complaints of pain in the back and right leg continued especially on sitting or standing for more than a short period of time. Your doctor further reported a moderately decreased range of motion in your back and right leg, but again no muscle atrophy or neurological changes were reported. Medical improvement has *not* occurred because there has been no decrease in the severity of your back impairment as shown by changes in symptoms, signs or laboratory findings.

Example 2: You were awarded disability benefits due to rheumatoid arthritis. At the time, laboratory findings were positive for this condition. Your doctor reported persistent swelling and tenderness of your fingers and wrists and that you complained of joint pain. Current medical evidence shows that while laboratory tests are still positive for rheumatoid arthritis, your impairment has responded favorably to therapy so that for the last year your fingers and wrists have not been significantly swollen or painful. Medical improvement has occurred because there has been a decrease in the severity of your impairment as documented by the current symptoms and signs reported by your physician. Although your impairment is subject to temporary remissions and exacerbations, the improvement that has occurred has been sustained long enough to permit a finding of medical improvement. We would then determine if this medical improvement is related to your ability to work.

☐ No (if no continue to step V). ☐ Yes (if yes continue to step IV).

STEP IV: **WAS THE MEDICAL IMPROVEMENT RELATED TO THE ABILITY TO WORK?** (complete new RFC and compare to previous RFC).

NOTE: *Medical improvement that is related to ability to do work.* Medical improvement is related to your ability to work if there has been a decrease in the severity(as described in step II), of the impairment(s) present at the time of the most recent favorable medical decision ***and*** an increase in your functional capacity to do basic work activities. *Functional capacity to do basic work activities.* Under the law, disability is defined, in part, as the inability to do any substantial gainful activity by reason of any medically determinable physical or mental impairment(s). In determining whether you are disabled under the law, we must measure, therefore, how and to what extent your impairment(s) has affected your ability to do work. We do this by looking at how your functional capacity for doing basic work activities

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has been affected. Basic work activities means the abilities and aptitudes necessary to do most jobs. Included are exertional abilities such as walking, standing, pushing, pulling, reaching and carrying, and nonexertional abilities and aptitudes such as seeing, hearing, speaking, remembering, using judgment, dealing with changes and dealing with both supervisors and fellow workers. A person who has no impairment(s) would be able to do all basic work activities at normal levels; he or she would have an unlimited functional capacity to do basic work activities. Depending on its nature and severity, an impairment will result in some limitation to the functional capacity to do one or more of these basic work activities. A determination that medical improvement related to your ability to do work has occurred does not, necessarily, mean that your disability will be found to have ended unless it is also shown that you are currently able to engage in substantial gainful activity as discussed in paragraph (b)(1)(v) of CFR 416.994.

☐ No (if no, continue to step V). ☐ Yes (if yes, continue to step VI).

STEP V: DO ANY OF THE FOLLOWING EXCEPTIONS APPLY? If none of them apply, disability will be found to continue. If one of the first group of exceptions to medical improvement applies, continue to step V. If an exception from the second group of exceptions to medical improvement applies, your disability will be found to have ended. The second group of exceptions to medical improvement may be considered at any point in this process.

- **GROUP 1** (*First group of exceptions to medical improvement.* The law provides for certain limited situations when your disability can be found to have ended even though medical improvement has not occurred, if you can engage in substantial gainful activity. These exceptions to medical improvement are intended to provide a way

Claimant Name: **Case Number:**

of finding that a person is no longer disabled in those limited situations where, even though there has been no decrease in severity of the impairment(s), evidence shows that the person should no longer be considered disabled or never should have been considered disabled. If one of these exceptions applies, we must also show that, taking all your current impairment(s) into account, not just those that existed at the time of our most recent favorable medical decision, you are now able to engage in substantial gainful activity before your disability can be found to have ended. As part of the review process, you will be asked about any medical or vocational therapy you received or are receiving. Your answers and the evidence gathered as a result as well as all other evidence, will serve as the basis for the finding that an exception applies).

1. *Substantial evidence shows that you are the beneficiary of advances in medical or vocational therapy or technology (related to your ability to work).*

NOTE: Advances in medical or vocational therapy or technology are improvements in treatment or rehabilitative methods which have increased your ability to do basic work activities.

2. *Substantial evidence shows that you have undergone vocational therapy (related to your ability to work).*

NOTE: Vocational therapy (related to your ability to work) may include, but is not limited to, additional education, training, or work experience that improves your ability to meet the vocational requirements of more jobs.

Example 1: You were found to be disabled because the limitations imposed on you by your impairment allowed you to only do work that was at a sedentary level of exertion. Your prior work experience was work that required a medium level of exertion. Your age and education at the time would not have qualified you for work that was below this medium level of exertion. You enrolled in and completed a specialized training course which qualifies you for a job in data processing as a computer programmer in the period since you were awarded benefits. On review of your claim, current evidence shows that there is no medical improvement and that you can still do only sedentary work. As the work of a computer programmer is sedentary in nature, you are now able to engage in substantial gainful activity when your new skills are considered.

Example 2: You were previously entitled to benefits because the medical evidence and assessment of your residual functional capacity showed you could only do light work. Your prior work was considered to be heavy in nature and your age, education and the nature of your prior work qualified you for work which was no less than medium in exertion. The current evidence and residual functional capacity show there has been no medical improvement and that you can still do only light work. Since you were originally entitled to benefits, your vocational rehabilitation agency enrolled you in and you successfully completed a trade school course so that you are now qualified to do small appliance repair. This work is light in nature, so when your new skills are considered, you are now able to engage in substantial gainful activity even though there has been no change in your residual functional capacity.

3. *Substantial evidence shows that based on new or improved diagnostic or evaluative techniques your impairment(s) is not as disabling as it was considered to be at the time of the most recent favorable decision.*

NOTE: Changing methodologies and advances in medical and other diagnostic or evaluative techniques have given, and will continue to give, rise to improved methods for measuring and documenting the effect of various impairments on the ability to do work. Where, by such new or improved methods, substantial evidence shows that

Claimant Name: **Case Number:**

your impairment(s) is not as severe as was determined at the time of our most recent favorable medical decision, such evidence may serve as a basis for finding that you are no longer disabled, if you can currently engage in substantial gainful activity. In order to be used under this exception, however, the new or improved techniques must have become generally available after the date of our most recent favorable medical decision.

Example: The electrocardiographic exercise test has replaced the Master's 2-step test as a measurement of heart function since the time of your last favorable medical decision. Current evidence could show that your condition, which was previously evaluated based on the Master's 2-step test, is not now as disabling as was previously thought. If, taking all your current impairments into account, you are now able to engage in substantial gainful activity, this exception would be used to find that you are no longer disabled even if medical improvement has not occurred.

4. *Substantial evidence demonstrates that any prior disability decision was in error.*

NOTE: *Substantial evidence demonstrates that any prior disability decision was in error.* We will apply the exception to medical improvement based on error if substantial evidence (which may be evidence on the record at the time any prior determination of the entitlement to benefits based on disability was made, or newly obtained evidence which relates to that determination) demonstrates that a prior determination was in error.

Example 1: You were granted benefits when it was determined that your epilepsy met Listing 11.02. This listing calls for a finding of major motor seizures more frequently than once a month as documented by electroencephalogram evidence and by a detailed description of a typical seizure pattern. A history of either diurnal episodes or nocturnal episodes with residuals interfering with daily activities is also required. On review, it is found that a history of the frequency of your seizures showed that they occurred only once or twice a year. The prior decision would be found to be in error, and whether you were still considered to be disabled would be based on whether you could currently engage in substantial gainful activity.

Example 2: Your prior award of benefits was based on vocational rule 201.12 in appendix 2 of subpart P of part 404 of this chapter. This rule applies to a person age 50-54 who has at least a high school education, whose previous work was entirely at a semiskilled level, and who can do only sedentary work. On review, it is found that at the time of the prior determination you were actually only age 46 and vocational rule 201.21 should have been used. This rule would have called for a denial of your claim and the prior decision is found to have been in error. Continuation of your disability would depend on a finding of your current ability to engage in substantial gainful activity.

- **GROUP 2** (*Second group of exceptions to medical improvement.* In addition to the first group of exceptions to medical improvement, the following exceptions may result in a determination that you are no longer disabled. In these situations the decision will be made without a determination that you have medically improved or can engage in substantial gainful activity).

1. *A prior determination or decision was fraudulently obtained.*

NOTE: If we find that any prior favorable determination or decision was obtained by fraud, we may find that you are not disabled.

2. *You do not cooperate with us.*

NOTE: If there is a question about whether you continue to be disabled and we ask you to give us medical or other evidence or to go for a physical or mental examination by a certain date, we will find that your disability has ended if you fail, without good cause, to do what we ask.

3. *You fail to follow prescribed treatment which would be expected to restore your ability to engage in substantial gainful activity.*

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NOTE: If treatment has been prescribed for you which would be expected to restore your ability to work, you must follow that treatment in order to be paid benefits. If you are not following that treatment and you do not have good cause for failing to follow that treatment, we will find that your disability has ended.

☐ No (if no, APTD continues). ☐ Yes (if yes, list group and exception reason).

NOTE: If one of the first group of exceptions to medical improvement applies, continue to step V. If an exception from the second group of exceptions to medical improvement applies, your disability will be found to have ended. The second group of exceptions to medical improvement may be considered at any point in this process.

Was this a group 1 exception? ☐ No ☐ Yes (if yes, continue to step VI).

- Exception Reason_____.

Was this a group 2 exception? ☐ No ☐ Yes (if yes, APTD is denied).

- Exception Reason_____.

Claimant Name: **Case Number:**

STEP VI: ARE ALL YOUR CURRENT IMPAIRMENTS IN COMBINATION SEVERE?

NOTE: This determination will consider all your current impairments and the impact of the combination of these impairments on your ability to function.

(a) Non-severe impairment(s). An impairment or combination of impairments is not severe if it does not significantly limit your physical or mental ability to do basic work activities.

(b) Basic work activities. When we talk about basic work activities, we mean the abilities and aptitudes necessary to do most jobs. Examples of these include—

(1) Physical functions such as walking, standing, sitting, lifting, pushing, pulling, reaching, carrying, or handling;

(2) Capacities for seeing, hearing, and speaking;

(3) Understanding, carrying out, and remembering simple instructions;

(4) Use of judgment;

(5) Responding appropriately to supervision, co-workers and usual work situations; and

(6) Dealing with changes in a routine work setting.

Severity /duration Rationale (document any impairment being stopped at step VI):

☐ No (if no, APTD is denied). ☐ Yes (if yes, continue to step VII)

Claimant Name: **Case Number:**

STEP VII: IS THE CLAIMANT CAPABLE OF PAST RELEVANT WORK (SGA ONLY)?

VOCATIONAL REVIEW WORKSHEET

Education:	**Language:**	**SSDI age:**

Physical RFC	☐ **Sedentary**	☐ **Light**	☐ **Medium**	☐ **Projected**

Mental RFC	☐ **work impairments**	☐ **no work impairments**	☐ **Projected**

PREVIOUS RELEVANT WORK (SGA Only Work)

Job Title (per Form 177)	Dates	SVP	Phys Demands	DOT #

☐ No (if no, continue to step VIII). ☐ Yes (if yes, APTD is denied)

☐ Insufficient Evidence (continue to step VIII)

Claimant Name: **Case Number:**

STEP VIII: IS THE CLAIMANT CAPABLE OF OTHER WORK? UTILIZE "GRID" RULING IF APPLICABLE.

Occupational Category	SVP	PHYS DEMANDS	Job Title	DOT #	# in NH	# in MA

Transferable Skills from PRW (if needed)	
1.	4.
2.	5.
3.	6.

☐ No (if no, APTD continues). ☐ Yes (if yes, APTD is denied)

We recommend that the applicant be: ☐ **APPROVED** ☐ **DENIED**

Next review date: _____

Signature:	**Date:**
Signature VOC:	**Date:**

Claimant Name: **Case Number:**

Signature PRT:	Date:
Signature MRT:	Date:

MOAD MEDICAL ELIGIBILITY REVIEW SUMMARY

Reviewer's name:
Date:

1. **Date of Birth:**
2. **SSI Entitlement Date:**
3. **SSDI Entitlement Date:**
4. **SSI/SSDI Denial Date:**
5. **MEAD Application Date:**

6. **Requested to attend CE(s)?** ☐ **Yes.** ☐ **No.**
7. **Attended and cooperated with all Consultative Examination(s)?** ☐ **Yes.** ☐ **No.** ☐ **n/a.**

8. **Impairment List**

Impairment/s-alleged	Step II Status	Impairment/s-confirmed	Step II Status

Claimant Name: **Case Number:**

MOAD SEQUENTIAL EVALUATION

STEP I: IS THE APPLICANT CURRENTLY WORKING?

☐ No. ☐ Yes.

Claimant Name: **Case Number:**

STEP II: IS THE INDIVIDUAL LIMITED BY HIS/HER IMPAIRMENT OR COMBINATION OF IMPAIRMENTS? (Diminimis standard) *

An impairment can be considered as not severe only if it is a slight abnormality which has such a minimal effect on the individual that it would not be expected to interfere with the individual's ability to work. Examples of these are walking, standing, sitting lifting, pushing, pulling, reaching, carrying or handling; seeing, hearing, and speaking; understanding, carrying out, and remembering simple instructions; use of judgment, responding appropriately to supervision, coworkers, and usual work situations; and dealing with changes in a routine work setting. Pain may be a contributing factor to the applicant's ability to perform SGA.

☐ Yes. ☐ No.

Severity / duration Rationale (document any impairment being stopped at step II):

STEP III: DOES THE IMPAIRMENT OR COMBINATION OF IMPAIRMENTS MEET OR EQUAL A SSI LISTING?

☐ Yes. ☐ No. (Duration is NOT addressed at Step III if no listing level impairment is found)

Listings considered:

Onset date and rational of when impairment met/equaled a listing(s):

DURATION - Has the impairment lasted or is expected to last 48 continuous months or result in death?

☐ Yes. Document rationale. ☐ No. Document rationale.

Duration rationale (of impairment(s) at listing level):

MOAD process stops after STEP III.

Claimant Name: **Case Number:**

Summary:

STEP 1: Is the applicant currently working? ☐YES ☐NO

STEP 2: The applicant has an impairment that more than minimally impacts his/her ability to perform basic work activities. ☐ YES ☐NO

STEP 3: The applicant has an impairment that meets/equals a listing in the "Blue Book" AND meets the duration requirement set forth in He-W 841.08(l). ☐YES ☐NO

We recommend that the applicant be: ☐ **APPROVED** ☐**DENIED**

Next review date: _____

Signature:	**Date:**
Signature PRT:	**Date:**
Signature MRT:	**Date:**