

**Department of Health and Human Services  
and  
Department of Information Technology**

**Integrated Data Management System for Maternal and Child Health  
Screening Programs**

**RFP 2019-051**

**RFP ISSUED..... September 27, 2019**

**VENDOR (TELE)CONFERENCE..... October 15, 2019, 1:00 PM**

*Attendance by teleconference only.*

*Call-In Number will be posted to the Department website.*

**STATE POINT of CONTACT..... Marsha Lamarre**

**Marsha.Lamarre@dhhs.nh.gov**

**603-271-9780**

**CONTRACT TYPE..... Not to Exceed**

**PROPOSALS DUE.....November 18, 2019 by 3:00 PM**

**STATE OF NEW HAMPSHIRE**  
**Department of Health and Human Services**  
**Integrated Data Management System for Maternal and Child Health Screening Programs**  
**RFP # 2019-051/RFP-2019-DPHS-11-INTEG**

**1 INTRODUCTION**

This Request for Proposals (RFP) is published to solicit proposals for a software system and associated services for the implementation of a scalable, integrated data management system for reporting hearing screening results, Critical Congenital Heart Disease (CCHD) results and birth conditions of New Hampshire newborns.

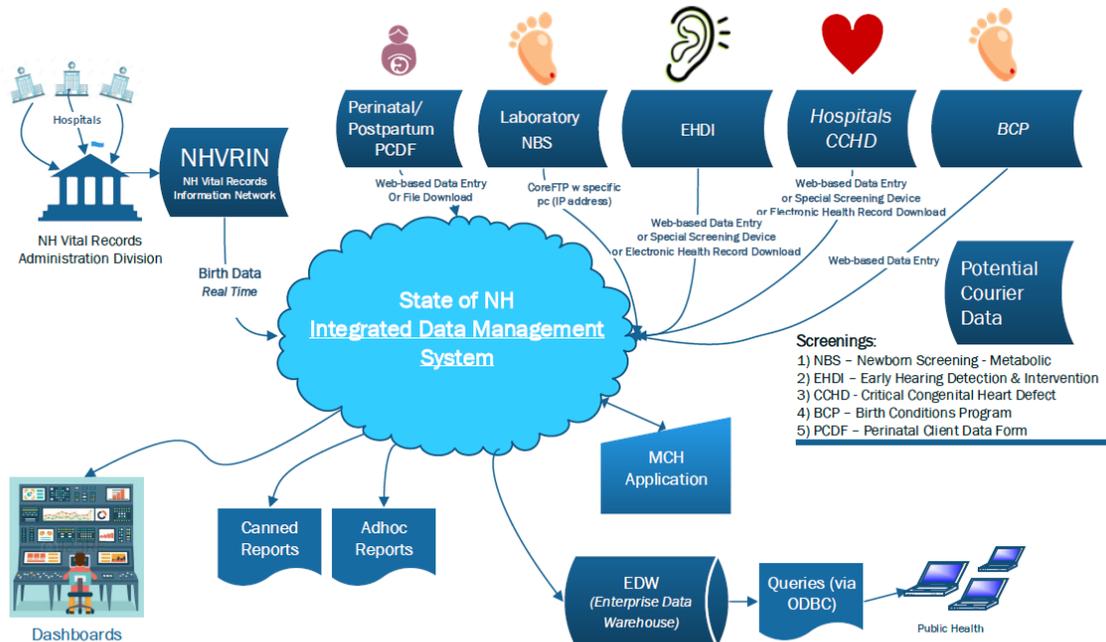
The State's preference is a Web-based System with a browser as the graphical user interface. The State will consider a licensed/hosted Commercial off the Shelf (COTS) model or a Software as a Service (SaaS) model.

As a component of the vendor response, vendors must include their implementation approach that specifies how modules will be implemented. Vendors must include the rationale for module prioritization within their response.

**1.1 Project Overview**

The Maternal and Child Health screening programs, birth conditions program and perinatal program currently have independent data collection systems. This project seeks a scalable, secure web based health data management solution for these programs with flexibility to add new fields/modules as necessary. The secure web based health data management system must be able to interface with other state data systems, special screening devices, electronic medical records (EMR), and screening laboratory using established health data exchange standards.

**High-level visual description of the Integrated Data Management System**



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**Department of Health and Human Services**  
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1.2 Contract Award

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

1.2.1 Non-Exclusive Contract

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

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

1.3 Contract Term

1.3.1 The Vendor shall be fully prepared to commence work no later than thirty (30) days after the contract approval date.

1.3.2 The selected Vendor's initial term will begin on the contract effective date and extend through June 30, 2022. The term may be extended up to three (3) years ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term and approval of the Governor and Executive Council.

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

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

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1.4 Contract Negotiations and Unsuccessful Bidder Notice

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

1.4.2 In accordance with New Hampshire Statutes Chapter 21-I:13-a, no information shall be available to the public, the members of the general court or its staff, notwithstanding the provisions of RSA 91-A:4, concerning specific responses to this RFP, from the time the RFP is made public until the contract is actually awarded, in order to protect the integrity of the public procurement process. This means unsuccessful Vendors shall not be notified until after the Governor and Executive Council have approved the resulting Contract. No information can be provided to non-selected Vendor until after contracts are awarded.

1.5 Subcontractors

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

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

**2 SCHEDULE OF EVENTS**

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

<b>EVENT</b>	<b>DATE</b>
RFP Released Date	09/27/2019
Vendor (Tele)Conference (attendance optional); (See Section 4.1)	10/15/2019 1:00 PM
Vendor RFP Questions Submission Deadline	10/17/2019 by 3:00 PM
DHHS Responses to Vendor Questions Publish Date	10/23/2019
Proposal Submission Deadline	<b>11/18/2019</b> <b>by 3:00 PM</b>
Vendor Invitations for (optional) Oral Presentations	7-14 days after closing date.

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**3 SOFTWARE, REQUIREMENTS AND DELIVERABLES**

3.1 Software

3.1.1 Each Proposal must present Software that can fully support the required functionality listed in Appendix C: System Requirements and Deliverables.

3.2 Requirements

3.2.1 Appendix B: Minimum standards for Proposal Consideration, compliance with System requirements, use of proposed COTS Software, Vendor Implementation experience, and proposed Project Team.

3.2.2 Appendix C: System Requirements and Deliverables

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

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

3.3 Deliverables

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

**4 INSTRUCTIONS**

4.1 Proposal Submission, Deadline and Location Instructions

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

State of New Hampshire  
Department of Health and Human Services  
Bureau of Contracts & Procurement  
Attn: Marsha Lamarre  
129 Pleasant Street  
Concord, New Hampshire 03301

4.1.2 Cartons containing Proposals must be clearly marked as follows:

State of New Hampshire  
Department of Health and Human Services  
Response to DHHS-2019-051/RFP-2019-DPHS-11-INTEG

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

- 4.1.3 Late submissions will ***not*** be accepted and will remain unopened. Delivery of the Proposals shall be at the Vendors' expense. The time of receipt shall be considered when a Proposal has been officially documented by the Department, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any damage that may occur due to shipping shall be the Vendor's responsibility.
- 4.1.4 Vendors are permitted to submit only one (1) Proposal in response to this RFP.
- 4.1.5 The State reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items bid if deemed in the best interest of the State to do so.
- 4.1.6 All Proposals submitted in response to this RFP must consist of:
  - 4.1.6.1 One (1) original and six (6) clearly identified copies of the Proposal, including all required attachments,
  - 4.1.6.2 One (1) copy of the Proposal Transmittal Form Letter (described in Section 4.18.2: Transmittal Form Letter, herein) shall be signed by an official authorized to legally bind the Vendor and shall be marked "ORIGINAL."
  - 4.1.6.3 One (1) electronic copy in MS WORD format.
- 4.1.7 The original and all copies shall be bound separately, delivered in sealed containers, and permanently marked as indicated above. A Vendor's disclosure or distribution of its Proposal other than to the State will be grounds for disqualification.
- 4.1.8 The cost Proposal must be labeled clearly and sealed separately from the main proposal. Each cost proposal (one (1) original and six (6) must be bound separately.
- 4.1.9 Proposal Inquiries
  - 4.1.9.1 All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be emailed, citing the RFP title, RFP number, page, section, and paragraph and submitted to the following RFP State Point of Contact:

State of New Hampshire  
Department of Health and Human Services  
Bureau of Contracts & Procurement  
Attn: Marsha Lamarre  
129 Pleasant Street  
Concord, New Hampshire 03301  
Telephone: (603) 271-9780  
Email: [marsha.lamarre@dhhs.nh.gov](mailto:marsha.lamarre@dhhs.nh.gov)

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- 4.1.10 Vendors are encouraged to submit questions via email; however, the State assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt.
- 4.1.11 Inquiries must be received by the RFP State Point of Contact (see above) no later than the conclusion of the Vendor Inquiry Period (see Section 2: Schedule of Events). Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered.
- 4.1.12 The State intends to issue official responses to properly submitted inquiries on or before the date specified in Section 2: *Schedule of Events*; however, this date may be subject to change at the State's discretion. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the State. Official responses will be made in writing.
- 4.1.13 Restriction of Contact With State Employees
- 4.1.14 From the date of release of this RFP until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the RFP State Point of Contact listed in Section 4.2: *Proposal Inquiries*. State employees have been directed not to hold conferences and/or discussions concerning this RFP with any Vendor during the selection process, unless otherwise authorized by the RFP State Point of Contact.
  - 4.1.14.1 Vendor (Tele)Conference
    - 4.1.14.1.1 An optional Vendor (Tele)Conference will be held at date and time identified in Section 2: Schedule of Events.

A Call-In Number will be published to the Department Website.
  - 4.1.14.2 All Vendors who intend to submit Proposals are encouraged to attend the Vendor Conference. Attendance by teleconference is the only option. Phone numbers will be emailed to registrants upon request. Vendors are requested to RSVP via email by the date identified in Section 2: Schedule of Events, indicating the number of individuals who will attend the Vendor Conference.
  - 4.1.14.3 Vendors will have an opportunity to ask questions about the RFP and the State will make a reasonable attempt to answer questions it deems appropriate. Questions may include, without limitation, a request for clarification of the RFP; a request for changes to the RFP; suggestions or changes to the RFP that could improve the RFP competition or lower the offered price; and to review any applicable Documentation.

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

4.1.15 Alteration of RFP

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

4.1.16 RFP Addendum

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

4.1.17 Non-Collusion

4.1.17.1 The Vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Services quoted have been established without collusion with other Vendors and without effort to preclude the State from obtaining the best possible competitive Proposal.

4.1.18 Validity of Proposal

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

4.1.19 Property of the State

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

4.1.20 Confidentiality of a Proposal

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

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4.1.21 Public Disclosure

- 4.1.21.1 Subject to applicable law or regulations, the content of each Vendor's Proposal shall become public information upon the Effective Date of any resulting Contract.
- 4.1.21.2 Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to a request for proposal, bid or information should be kept confidential as financial or proprietary information, you must specifically identify that information in a letter to the agency, and should mark/stamp the materials as such. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Vendor pricing will be subject to disclosure upon approval of the contract by Governor and Council.
- 4.1.21.3 Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting contract, as determined by the State, including but not limited to, RSA Chapter 91-A (Right to Know Law). The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the Vendor has properly and clearly marked confidential, the State will notify the Vendor of the request and of the date and the State plans to release the records. A designation by the Vendor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, Vendors agree that unless the Vendor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the Vendors.

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4.1.22 Security

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

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

4.1.23 Non-Commitment

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

4.1.24 Proposal Preparation Cost

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

4.1.25 Oral Presentations/Interviews and Discussion

4.1.25.1 The State reserves the right to require Vendors to make oral presentations of their Proposals and/or to make available for oral presentations/interviews the IT consultants proposed to implement the COTS application. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor. Vendors may be requested to provide demonstrations of their proposed Systems as part of their presentations.

4.1.26 Required Contract Terms and Conditions

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

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4.1.27 Proposal Format

4.1.27.1 Proposals should follow the following format:

4.1.27.1.1 The Proposal should be provided in a three-ring binder.

4.1.27.1.2 The Proposal should be printed on white paper with dimensions of 8.5 by 11 inches with right and left margins of one (1) inch.

4.1.27.1.3 The Proposal should use Times New Roman font with a size no smaller than eleven (11).

4.1.27.1.4 Each page of the Proposal should include a page number and the number of total pages and identification of the Vendor in the page footer.

4.1.27.1.5 Tabs should separate each section of the Proposal.

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

4.1.28 Proposal Organization

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

4.1.28.1.1 Cover Page

4.1.28.1.2 Transmittal Form Letter

4.1.28.1.3 Table of Contents

4.1.28.1.4 Section I: Executive Summary

4.1.28.1.5 Section II: Glossary of Terms and Abbreviations

4.1.28.1.6 Section III: Responses to Requirements and Deliverables

4.1.28.1.7 Section IV: Narrative Responses

4.1.28.1.8 Section V: Corporate Qualifications

4.1.28.1.9 Section VI: Qualifications of key Vendor staff

4.1.28.1.10 Section VII: Cost Proposal

4.1.28.1.11 Section VIII: Copy of the RFP and any signed Addendums- required in original

4.1.28.1.12 Section IX: Appendix

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4.1.29 Proposal Content

4.1.29.1 Cover Page

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

STATE OF NEW HAMPSHIRE  
Department of Health and Human Services  
RESPONSE TO DHHS-2019-051/RFP-2019-  
DPHS-11-INTEG  
Integrated Data Management System for  
Maternal and Child Health Screening  
Programs

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

4.1.31 Transmittal Form Letter

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

**State of New Hampshire Proposal Transmittal Form Letter**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

**To:** NH Department of Health and Human Services

State Point of Contact: Marsha Lamarre

Telephone (603) 271-9780

Email: marsha.lamarre@dhhs.nh.gov

**RE:** Proposal Invitation Name: Integrated Data Management System for Maternal and Child Health Screening Programs

Proposal Number: **2019-051/RFP-2019-DPHS-11-INTEG**

Dear Ms. Lamarre:

Company Name: \_\_\_\_\_ hereby offers to sell to the State of New Hampshire the Services indicated in RFP NH DHHS-2019-051/RFP-2019-DPHS-11-INTEG Integrated Data Management System for Maternal and Child Health Screening Programs at the price(s) quoted in Vendor Response Section VII: Cost Proposal, and Appendix F: Pricing Worksheets, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Appendix H: State of New Hampshire Terms and Conditions.

Company Signor: \_\_\_\_\_ is authorized to legally obligate

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Company Name: \_\_\_\_\_.

We attest to the fact that:

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

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

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

The Vendor has read and included a copy of RFP DHHS-2019-051/0803-19-RP-11 Integrated Data Management System for Maternal and Child Health Screening Programs and any subsequent signed Addendum (a).

Our official point of contact is \_\_\_\_\_

Title

\_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Authorized Signature Printed

\_\_\_\_\_

Authorized Signature

\_\_\_\_\_

**4.1.32 Table of Contents**

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

**4.1.33 Section I: Executive Summary**

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

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4.1.34 Section II: Glossary of Terms and Abbreviations

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

4.1.35 Section III: Responses to System Requirements and Deliverables

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

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

4.1.36 Section IV: Narrative Responses

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

4.1.37 Section V: Corporate Qualifications

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

4.1.38 Section VI: Qualifications of key Vendor staff

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

4.1.39 Section VII: Cost Proposal

The Cost Proposal must describe the proposed cost of the Vendor proposal based on and reflected by the inclusion of the completed tables listed in Appendix F: Pricing Worksheets.

**IMPORTANT:** Section VII, Cost Proposal, must become public information and as such shall not be made confidential or proprietary. Proposals submitted with all or part of Section VII labeled *Confidential* or *Proprietary* will not be considered responsive and will not be accepted.

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

4.1.41 Section IX: Appendix

This section provided for extra materials as referenced in Appendix D such as Product Literature, Ad Hoc/Federal Reporting, Interface Standards, Testing (For UAT Plan) and Status Meetings and Reports.

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## **5 PROPOSAL EVALUATION PROCESS**

### 5.1 Scoring Proposals

- 5.1.1 Each Proposal will be evaluated and considered with regard to the Solution and Services proposed, qualifications of the Vendor and any Subcontractors, experience and qualifications of proposed candidates, and cost.
- 5.1.2 If the State determines to make an award, the State will issue an intent to award notice to a Vendor based on these evaluations. Should the State be unable to reach agreement with the selected Vendor during Contract discussions, the State may then undertake Contract discussions with the second highest scoring Vendor and so on. Such discussions may continue at the sole option of the State, until an agreement is reached, or all Proposals are rejected.
- 5.1.3 The State will use a scoring scale of **1,035** points, which shall be applied to the Solution as a whole. Points will be distributed among the following factors:
  - 5.1.3.1 Proposed Software Solution – 235 points
  - 5.1.3.2 Vendor’s Technical, Service and Project Management Experience – 340 points
  - 5.1.3.3 Vendor Company – 150 points
  - 5.1.3.4 Staffing Qualifications – 110 points
  - 5.1.3.5 Solution Cost (Rates and Pricing) – 200 points
  - 5.1.3.6 **Total Possible Score – 1,035 points**
- 5.1.4 Rights of the State in Evaluating Proposals
  - 5.1.4.1 The State reserves the right to:
    - 5.1.4.1.1 Consider any source of information including but not limited to: State employees, Internet research and rating agencies, in evaluating Proposals;
    - 5.1.4.1.2 Omit any planned evaluation step if, in the State’s view, the step is not needed;
    - 5.1.4.1.3 At its sole discretion, reject any and all Proposals at any time; and
    - 5.1.4.1.4 Open Contract discussions with the second highest scoring Vendor, if the State is unable to reach an agreement on Contract terms with the highest scoring Vendor.

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5.2 Planned Evaluations

5.2.1 The State will use the following evaluation process:

5.2.1.1 Initial Screening

The State will conduct an initial screening to verify Vendor compliance with submission requirements and to confirm that the Proposal satisfies the conditions defined in Appendix B: *Minimum Standards for Proposal Consideration*. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

5.2.1.2 Preliminary Scoring of Proposals

The State will establish an evaluation team to score Proposals based on RFP topic responses.

5.2.1.3 Oral Presentations and/or Product Demonstrations

5.2.1.3.1 The Department reserves the right to invite the two (2) highest-scoring vendors, determined by Vendors' Technical and Cost Proposal Preliminary evaluation scores, to conduct Oral Presentations and/or Product Demonstrations.

5.2.1.3.2 The purpose of Oral Presentations and/or Product Demonstrations is to clarify and expound upon information provided in the written Technical Proposals. Vendors are prohibited from altering the basic substance of their Technical Proposal during the Oral Presentations and/or Product Demonstrations.

5.2.1.3.3 For each invited Vendor, the Oral Presentation and/or Product Demonstration shall be a maximum of one (1) hour in length, including a fifteen (15) minute Q&A period.

5.2.1.3.4 A highly structured agenda will be used for Oral Presentations and/or Product Demonstrations to ensure standard coverage for each invited Vendor.

5.2.2 Best and Final Offer

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

5.2.3 Final Evaluation

In the event Oral Presentations and/or Product Demonstrations of the two (2) highest scoring vendors take place, the State's evaluation team will conduct Final Evaluations that may include refining the Preliminary Evaluation Technical Proposal scores, based on invited Vendors expounding upon information included in the written proposal.

Reference and background checks may be conducted for the finalist or finalists as appropriate.

Upon making a preliminary determination of award, the State reserves the right to conduct site visits to a Vendor location and/or government site(s) that utilizes the Vendor Software.

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5.3 Scoring Detail

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

5.3.1 Scoring of the Proposed Software Solution

5.3.1.1 The Vendor's Proposed Software Solution will be allocated a maximum score of 235 points. These points will include, but not be limited to, the following sub-factors for the software Solution: Software architecture, software releases, Ad hoc reports, federal reporting, System security, and hosted system.

5.3.2 Scoring of Vendor Technical, Service, and Project Management Proposal

5.3.2.1 The Vendor's proposed Technical, Services, and Project Management will be allocated a maximum score of 340 points, which will include, but not be limited to:

- 5.3.2.1.1 Interface standards
- 5.3.2.1.2 Backup and recovery
- 5.3.2.1.3 Assurance of Business Continuity
- 5.3.2.1.4 Performance
- 5.3.2.1.5 Environment Setup
- 5.3.2.1.6 Implementation Approach
- 5.3.2.1.7 User Acceptance Testing Approach
- 5.3.2.1.8 Migration Strategy
- 5.3.2.1.9 Interfaces
- 5.3.2.1.10 User Training Approach
- 5.3.2.1.11 Help Desk Support
- 5.3.2.1.12 System Acceptance Criteria
- 5.3.2.1.13 Status Meetings and Reports
- 5.3.2.1.14 Risk and Issue Management
- 5.3.2.1.15 Preparation of State Staff
- 5.3.2.1.16 Quality Assurance Approach
- 5.3.2.1.17 Work Plan
- 5.3.2.1.18 Support and Maintenance

5.3.3 Scoring of Vendor Company

5.3.3.1 Vendor qualifications (including any Subcontractors), including corporate qualifications as well as the following factors, will be allocated a maximum score of 150 points.

5.3.3.2 Factors include, but are not limited to:

- 5.3.3.2.1 **How long in business** – A proven track record of operation for a number of years that the company will continue to support the System.

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- 5.3.3.2.2 **How many years' experience with this product** – Demonstrated competence in working with the proposed product or Technology.
- 5.3.3.2.3 **Bench Strength and support structures** – The State will consider the depth of required technical skill within the company as well as the Bender's plan for knowledge transfer to State staff.
- 5.3.3.2.4 **References** - The measure of a company's worth is more accurate when made by a third party that has collaborated with the Vendor on a similar project.
- 5.3.3.2.5 **Litigation** – The relevance of involvement of the company in litigation will be considered.
- 5.3.3.2.6 **Financial Strength** – Financial strength when measured by financial statements or a rating company is an indication of the company's ability to operate long term and through unexpected problems.
- 5.3.3.3 Criteria for these scores will be found in but are not limited to:
  - 5.3.3.3.1 Proposal Section V: Corporate Qualifications
  - 5.3.3.3.2 References
- 5.3.4 Scoring of Vendor Staffing Qualifications
  - 5.3.4.1 Vendor staffing qualifications (including any Subcontractors) including, but not be limited to, size of the Vendor's proposed Project Team, qualifications of the proposed Project Manager and qualifications of proposed key Vendor staff; as well as the following factors, will be allocated a maximum score of 110 points. (See Appendix E for requirements).
  - 5.3.4.2 Factors include, but are not limited to:
    - 5.3.4.2.1 **Staff Training** – Staff must have relevant training to carry out the Project.
    - 5.3.4.2.2 **Staff Certifications** – Staff may require specific certification to support and configure needed equipment and software.
    - 5.3.4.2.3 **Staff Experience** – Training and certification is important but experience with similar projects will be a major contributor to a smooth Implementation.
    - 5.3.4.2.4 **Size and composition of Vendor Team** – Are there sufficient staff resources and sufficient qualifications and experience within the Vendor team to carry out the project?
  - 5.3.4.3 Criteria for these scores will be found in but are not limited to:
    - 5.3.4.3.1 Proposal Section VI: Qualifications of Key Staff
    - 5.3.4.3.2 References

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5.3.5 Scoring the Software Solution Cost

5.3.5.1 Vendor proposed Software Solution cost will be allocated a maximum score of 200 points. Cost information required in a Proposal is intended to provide a sound basis for comparing costs. The State will evaluate the Solution cost based upon any licensing, implementation, and all operating costs, including but not limited to hosting, support, maintenance, and upgrades, for a period of five (5) years.

5.3.5.2 The following formula will be used to assign points for costs:

5.3.5.2.1 Vendor's Cost Score = (Lowest Proposed Cost / Vendor's Proposed Cost) times NUMBER OF maximum points for Solution costs defined in Section 5.1: Scoring Proposals.

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

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**APPENDIX A: BACKGROUND INFORMATION**

**1 Department of Health and Human Services, Division of Public Health Services, Maternal and Child Health Section**

1.1 The Division of Public Health Services (DPHS) is a responsive, expert, leadership organization that promotes optimal health and well-being for all people in New Hampshire and protects them from illness and injury. DPHS is responsible to serve the public – individuals, families, communities and organizations, by delivering high quality evidence-based services.

1.2 The mission of the Division: Protect, promote and improve the health and well-being of ALL people in New Hampshire through leadership, expertise, and partnership.

1.3 Project Overview/Justification: The Maternal and Child Health screening programs, birth conditions program and perinatal program currently have independent data collection systems. This project seeks a scalable, secure web based health data management solution for these programs with flexibility to add new fields/modules as necessary. The secure web based health data management system must be able to interface with other state data systems, special screening devices, electronic health records (EHR), and screening laboratory using established health data exchange standards. (Context for this Request)

1.4 Goals and Objectives for the Integrated Data Management System

The Integrated Data Management System will:

1.4.1 Serve as a case management tool, supporting newborn screening programs, birth conditions, critical congenital heart disease, and perinatal client data form in completing and screenings and data collection required by the state and Federal grant requirements.

1.4.2 Measure progress and generate reports on:

1.4.2.1 Participant outcomes,

1.4.2.2 DPHS performance measures, and

1.4.2.3 Program benchmark data constructs.

1.4.3 Collect data and generate reports required for State and Federal grants.

1.4.4 Serve as a tool for continuous quality improvement (CQI) at two levels: State and agency.

1.4.5 Serve to streamline data collection across multiple programs in the state.

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## **2 Department of Information Technology and Technology Status**

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

### **2.1 Technical Architecture**

Components of the State's technical architecture include:

- 2.1.1 State Network Environment: The State operates multiple wide-area networks using various technologies including frame relay, fiber, dedicated lines, and wireless, Voice over IP (VOIP) and VPN technologies. Networks have varying levels of integration and connectivity to the statewide core for resource sharing and centralized administration by the Department of Information Technology (DoIT). Direct support is provided for twenty-one partner agencies; other State agencies support their own networks, out-source the support, or use the resources of another agency.
- 2.1.2 Internet Access: All State agencies are connected to the State's intranet which is being redesigned to function as the statewide core network in addition to facilitating access to e-mail, the Internet, and the State's financial applications. Some agencies additionally have their own Internet service providers. PCI Compliance is also an element in this effort.
- 2.1.3 The State uses VMWare for Windows server virtualization and virtual hosts are deployed at two separate State campus sites. VMWare provides a highly scalable and high availability environment for the State's many Agencies. If a virtual host fails, VMWare automatically fails over all of the virtual servers on that host to another host. The EMC Networker product is used to manage backups for this environment utilizing Data Domain as the disk to disk repository.
- 2.1.4 For the State's Oracle enterprise systems, an Oracle/Linux solution (OVM) is used for the virtual environment. Similar to the windows environment, this solution provides a highly scalable and high availability environment and also utilizes the EMC Networker and Data Domain backup solution. Data Domain is also employed to meet the backup requirements within OVM

### **2.2 Future Systems Environment**

- 2.2.1 Future design and development efforts should conform to the emerging environment as defined by current information technology initiatives, the New Hampshire Statewide Strategic Information Technology Plan, and the State's e-Government Architecture Plan.
- 2.2.2 This environment is end user centric, utilizing the Internet and Web whenever possible, promoting electronic transactions, and centralized common services (security, e-payment, content search), where possible.

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### **3 Related Documents Required**

Vendors are **not** required to submit these certificates with their proposal. Vendors may be required to be a registered company in New Hampshire. The certificates will be requested from the selected Vendor prior to Contract approval.

- 3.1 Certificate of Good Standing/Authority (Appendix G-2–item A) dated after April of the current year and available from the Department of State by calling (603) 271-3244 or (603) 271-3246. Forms are also available on: [www.sos.nh.gov/corporate/Forms.html](http://www.sos.nh.gov/corporate/Forms.html)
- 3.2 Certificate of Vote (Appendix G-2-Item B)
- 3.3 Proof of Insurance compliant with Appendix H: State of New Hampshire Terms and Conditions.

### **4 State Project Team**

State high-level staffing for the Project will include:

- 4.1 Project Sponsor

The Project Sponsor will be responsible for securing financing and resources, addressing issues brought to her attention by the State Project Manager, and assisting the State Project Manager in promoting the Project throughout the State. The Project Sponsor or an appropriate designee will be available to resolve issues on a timely basis.
- 4.2 State Project Manager
  - 4.2.1 The State Project Manager will be responsible to the Project Sponsor for everything that the Project does or fails to do, and has the primary responsibility for seeing to the Project's success.
    - 4.2.1.1 Leading the Project;
    - 4.2.1.2 Promoting the Project statewide;
    - 4.2.1.3 Developing Project strategy and approach;
    - 4.2.1.4 Engaging and managing all Vendors;
    - 4.2.1.5 Managing significant issues and risks; and
    - 4.2.1.6 Managing stakeholders' concerns.

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**APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION**

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

**1 Submission requirements**

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

**2 Compliance with System Requirements**

System requirements and Deliverables are listed in Appendix C: *System Requirements and Deliverables* in this RFP. The proposed Vendor's Solution must be able to satisfy **all mandatory requirements listed**.

**3 Current Use of Vendor Proposed Software – Current Implemented Sites of Vendor proposed software**

Components that constitute the Vendor's proposed Software suite must be fully implemented and operational in at least one (1) government entity comparable in size and complexity to the State of New Hampshire.

**4 Vendor Implementation Service Experience**

The Implementation Vendor must have completed the Vendor proposed Software Implementation for at least one (1) government clients comparable in size and complexity to the State of New Hampshire within the last three (3) years. The specific Vendor proposed Software version and functionality must be described.

**5 Proposed Project Team**

The proposed Project Team must include individuals with substantial experience in:

- 5.1 Program/Project Management
- 5.2 Information architecture
- 5.3 Data analytics
- 5.4 Business analytics
  - 5.4.1 Report writing
  - 5.4.2 Report generation
- 5.5 Pre-implementation
- 5.6 Implementation

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5.7 Training

5.8 Help desk/support personnel

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

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**APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES**

**1 SCOPE OF WORK**

- 1.1 The Maternal and Child Health Section (MCH) is seeking an integrated data management system for reporting real time results for hearing screenings, diagnostic tests, Critical Congenital Heart Disease (CCHD) and Birth Conditions of New Hampshire newborns as identified in Attachment A, Data Elements and Reports. Currently, the MCH programs use multiple data collection systems for reporting. The change from multiple systems to an integrated data management system will improve the accuracy, timeliness, and uniqueness of reporting real time results.
- 1.2 The proposal must include, but not be limited to, requirements analysis, design, development, and implementation of a software application with administrative responsibilities including application hosting services, on-going maintenance and support services, training, and software customization services.
- 1.3 The following list defines critical factors relating to the integrated data management system and the software Vendor that will be considered in determining a Vendor's acceptability towards meeting the goals and objectives of this project. The Vendor's response to this RFP should reference each of these factors.
  - 1.4 Functionality
    - 1.4.1 Ease of use
    - 1.4.2 Infant tracking- screening, follow-up, referral, diagnosis, and treatment
    - 1.4.3 Duplicate data entry conflict- handling methodology
    - 1.4.4 Reporting capabilities to create letters, to parents and physicians, hospital record documents, statistical reports, infant status reports, quality assurance reports, ad-hoc reporting capabilities
    - 1.4.5 Compatibility with special screening devices
    - 1.4.6 Adherence to industry standards for software and web browser access, and State of New Hampshire standards, see <https://www.nh.gov/doit/vendor/index.htm>.
    - 1.4.7 The Vendor will assist the Department determine and define how to prioritize modules
    - 1.4.8 Software flexibility towards meeting the need to track long term follow up activities
    - 1.4.9 Software ability to provide real time electronic birth certificate information
    - 1.4.10 Ability to select data entry mode (manual, file upload, electronic connection)
  - 1.5 Documentation
    - 1.5.1 Technical documentation
  - 1.6 Security
    - 1.6.1 Adherence to HIPAA requirements
    - 1.6.2 Adherence to all information security and privacy requirements as set by DHHS.
    - 1.6.3 Ability to define multiple security levels for data entry and access
  - 1.7 Capabilities
    - 1.7.1 Data security
    - 1.7.2 Hardware backup/redundant systems
    - 1.7.3 Facility environmental protection

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- 1.7.4 Hours of operation, or availability, should cover 24x7, with allowance for maintenance or system upgrade downtime
- 1.7.5 Administrative responsibilities for system maintenance including password access, updates, additions and deletions,
- 1.7.6 Service level agreement. The Vendor must enter into service level agreements for the integrated data management system. Service Level Agreements (SLA) must describe acceptable levels of performance, technical benchmarks, and Vendor and State obligations. The format of the SLAs will be determined by the State during contract negotiations.
- 1.8 Software Support Service Capabilities
  - 1.8.1 Experience of support personnel
  - 1.8.2 Hours of availability
  - 1.8.3 Methods of support
  - 1.8.4 Reporting of system issues and resolutions
- 1.9 Software configuration and ongoing maintenance capabilities
  - 1.9.1 Experience of development personnel
  - 1.9.2 Product knowledge of support personnel, software, and database
  - 1.9.3 Availability of development personnel
  - 1.9.4 Timely operational maintenance
- 1.10 Training service availability
  - 1.10.1 Tutorials
  - 1.10.2 End-user documentation
  - 1.10.3 One on-site training
  - 1.10.4 Real time training
  - 1.10.5 Online training
  - 1.10.6 Individual training at local sites (CCHD)
  - 1.10.7 The Vendor must offer training in specific applications or system administration, if required. In the proposal, describe the recommended training for State personnel.

## **2 REQUIREMENTS**

Vendors shall complete Attachment B, Business and Technical Requirements, of this RFP.

## **3 DELIVERABLES**

Vendors shall complete the response checklist Table C-1 Deliverables Vendor Response Checklist.

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**Table C-1 Deliverables Vendor Response Checklist**

	<b>Activity, Deliverable, or Milestone</b>	<b>Deliverable Type</b>	<b>Projected Delivery Date</b>
<b>PLANNING AND PROJECT MANAGEMENT</b>			
1	Conduct Project Kickoff Meeting	Non-Software	
2	Project Status Reports	Written	
3	Work Plan	Written	
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	
5	Security Plan	Written	
6	Communications and Change Management Plan	Written	
7	Requirements Trace ability Matrix	Written	
8	Software Configuration Plan	Written	
9	Systems Interface Plan and Design/Capability	Written	
10	Testing Plan	Written	
11	Data Conversion Plan and Design	Written	
12	Deployment Plan	Written	
13	Comprehensive Training Plan and Curriculum	Written	
14	End User Support Plan	Written	
15	Business Continuity Plan	Written	
16	Documentation of	Written	

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	Operational Procedures		
<b>INSTALLATION</b>			
17	Provide Software Licenses if needed	Written	
18	Provide Fully Tested Data Conversion Software	Software	
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	
<b>TESTING</b>			
20	Conduct Integration Testing	Non-Software	
21	Conduct User Acceptance Testing	Non-Software	
22	Perform Production Tests	Non-Software	
23	Test In-Bound and Out-Bound Interfaces	Software	
24	Conduct System Performance (Load/Stress) Testing	Non-Software	
25	Certification of 3 <sup>rd</sup> Party Pen Testing and Application Vulnerability Scanning.	Non-Software	
<b>SYSTEM DEPLOYMENT</b>			
26	Converted Data Loaded into Production Environment	Software	
27	Provide Tools for Backup and Recovery of all Applications and Data	Software	
28	Conduct Training	Non-Software	
29	Cutover to New Software	Non-Software	
31	Provide Documentation	Written	
32	Execute Security Plan	Non-Software	

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<b>OPERATIONS</b>			
33	Ongoing Hosting Support	Non-Software	
34	Ongoing Support & Maintenance	Software	
35	Conduct Project Exit Meeting	Non-Software	

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**APPENDIX D: TOPICS FOR MANDATORY NARRATIVE RESPONSES**

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

<b>Topic</b>	<b>Page Limit</b>
<b>D1-Proposed Software Solution</b>	
Topic 1 - Product Literature	1
Topic 2 - Software Architecture	3
Topic 3 - Software Releases	5
Topic 4 - Ad Hoc / Standard Reports	5
Topic 5 - System Security	10
Topic 6 - Hosted System	5
<b>D2-Technical, Services and Project Management Experience</b>	
Topic 1 - Interface Standards	2
Topic 2 - Backup and Recovery	2
Topic 3 - Assurance of Business Continuity	3
Topic 4 – Performance	2
Topic 5 - Environment Setup	2
Topic 6 - Implementation Approach	10
Topic 7 – User Acceptance Testing Approach	6
Topic 8 - Migration Strategy	3
Topic 9 – Interfaces	3
Topic 10 - User Training Approach	6
Topic 11 - Help Desk Support	3
Topic 12 - System Acceptance Criteria	6
Topic 13 - Status Meetings and Reports	3
Topic 14 - Risk and Issue Management	3
Topic 15 - Preparation of State Staff	3
Topic 16 - Quality Assurance Approach	6
Topic 17 - Work Plan	No Limit
Topic 18 – Support and Maintenance	2

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## **1 D-1 PROPOSED SOFTWARE SOLUTION**

This section provides a series of topics related to the proposed System that the State will consider in evaluating proposals. A maximum length of response for each topic is defined.

### **1.1 Topic 1 – Product Literature**

Response Page Limit: 1

Provide an appendix with sales literature describing the functionality of the proposed Software. Provide a table with references to pages in the appendix that describe functionality addressed for all appropriate topics for narrative responses.

### **1.2 Topic 2 – Software Architecture**

Response Page Limit: 3

**The State will evaluate the degree to which the architecture can be supported over an extended period, including the ease of support.**

The State prefers a Web-based System, with a browser as the graphical user interface. The State will consider the licensed/hosted COTS model or a SaaS model. If the vendor's solution is a COTS, the vendor must describe the hardware, software and tools used to help us decide if the solution could be brought in-house at a later date. If the solution is Software as a Service (SaaS) then the vendor solution will be considered unable to be brought in-house at a later date, therefore the vendor's hardware, software and tools will be evaluated as "non transportable" - this will be weighed in conjunction with other factors as the state reviews proposals. Depending on whether the solution is a COTS or SaaS, Topic 1 should be completed by the vendor with transportability in mind.

Provide a description of the technical architecture of the proposed Solution. The following topics, at a minimum, should be addressed:

- 1.2.1 Is the proposed Software based upon a browser-based architecture?
- 1.2.2 Does any part of the proposed Solution require Software (other than a browser) to be installed on the client workstation? If yes, describe Software that must be installed and the access authorization level required to install it.
- 1.2.3 Are there any components of the System that must reside on another platform?
- 1.2.4 What application servers are used to support the proposed Solution?
- 1.2.5 What add-on or third-party Software is required to support the functionality desired by the State?
- 1.2.6 What programming languages are used for development, configuration, and customization of the proposed Solution?
- 1.2.7 What components of the software, such as middleware, are proprietary?
- 1.2.8 What is the growth potential of the proposed System?
- 1.2.9 What is the timeframe for technical obsolescence of the proposed Software? (For the purpose of this question, the version of the proposed Software would be considered obsolete when support is no longer available.)

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1.2.10 What type of staffing both Vendor and State is typically required to support the proposed product for a client of the size and complexity of the State of New Hampshire? (Discuss both number of staff and skills required.)

1.3 Topic 3 – Software Releases

Response Page Limit: 5

**The State will evaluate the degree to which the Software appears likely to evolve and the burden, if any, of keeping pace with the expected evolution.**

Discuss the following aspects of anticipated future releases of the proposed Software. Coverage should include but not be limited to the following:

- 1.3.1 What types (maintenance, enhancement, other) of releases are planned?
- 1.3.2 What is the historical (past 3 years) and expected frequency of each type of new release?
- 1.3.3 What is the version of the current release?
- 1.3.4 How is the content of future releases determined?
  - 1.3.4.1 The state is interested to know if the current version has system edit checks such as, maternal age greater than sixty (60), maternal sex is male. Please provide the documentation of the current system for edit checks.
  - 1.3.4.2 Are new System edit check requests included in future releases?
  - 1.3.4.3 Are all future releases provided at no cost?
- 1.3.5 How is the content of a release communicated to the client?
- 1.3.6 Do clients have input through a users' group or some other mechanism?
- 1.3.7 Are enhancements made for specific clients included in future releases?
- 1.3.8 What specific enhancements are planned for release within the next 24 months?
- 1.3.9 Are any state resources, planning, and technical skills are required to accept new releases?
- 1.3.10 Can components of a release be applied individually or by module without adversely affecting the overall functionality of the System?
- 1.3.11 Do configuration settings carry forward from one release to the next or must they be reinstalled?
- 1.3.12 Do patches carry forward from one release to the next, or must they be reinstalled?

1.4 Topic 4 – Ad Hoc/Standard Reports

Response Page Limit: 5

**The State will evaluate reporting capabilities for robustness, ease of use and potential impact on System performance. It will also evaluate the degree to which standard reports are incorporated into the Software.**

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In this Software System, the State seeks capability to produce ad hoc reports from the production System. Provide an overview of the ad hoc reporting capability to be provided in the proposed System. If a third-party tool is employed, identify and describe the tool.

Discuss how the following needs will be addressed.

- 1.4.1 Ad hoc reporting,
- 1.4.2 Creation of Data extracts,
- 1.4.3 Historical reporting,
- 1.4.4 Training required/provided,
- 1.4.5 Vendor support for users,
- 1.4.6 System performance, and
- 1.4.7 If a third-party tool is employed, identify and describe the tool.

1.5 Topic 5 - System Security

Response Page limit: 10

**The State will evaluate System security.**

Describe the System security design and architectural features incorporated into the proposed System. Discuss the following:

- 1.5.1 The methods employed to assure compliance with industry security standards and best practices.

1.6 Topic 6 – Hosted System

Response Page limit: 5

**The State will evaluate the degree to which the hosted System will suit its needs.**

Describe the hosting plan including hardware and software platforms, software utilities, telecommunications resources, security measures and business continuity plans.

- 1.6.1 Include a description of servers, software, programming capability and other equipment and technical resources which will be used to design, develop, implement and maintain the System.
- 1.6.2 Provide information on redundancy, disaster recovery and security.

**2 D-2 Technical, Services and Project Management Experience**

This section provides a series of technical, services and project management experience topics that the State will consider in evaluating proposals. A maximum length of response for each topic is defined.

2.1 Topic 1 – Interface Standards

Response Page Limit: 2

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**The State will evaluate the ease of interfacing with existing and future Systems.**

The State anticipates that some agencies and business partners will need to interface to the System. Describe the mechanisms and tools included in the proposed System to implement these interfaces. Be sure to address the following aspects of this topic:

- 2.1.1 What types of System to system interfaces are possible with the proposed System?
- 2.1.2 Does your System support manual imports and exports of Data?
- 2.1.3 The State prefers automated imports and exports of Data. What challenges do you foresee in automating exports, and how could these be mitigated?
- 2.1.4 Does the System employ standard definitions or file layouts for interfaces? If so, include a sample in an appendix.
- 2.1.5 What standard interface formats are used with the proposed Software? What degree of flexibility is available?

2.2 Topic 2 – Backup and Recovery

Response Page Limit: 2

**The State will evaluate the degree to which proposed backup and recovery processes protect Data, ease of use of these processes, and impact of these processes on operation of the System.**

The State seeks a sound backup and recovery provision as part of the Solution. Address the following:

- 2.2.1 Use of and method for logging and journalizing;
- 2.2.2 The tools used for backup and recovery of applications and data;
- 2.2.3 The impact of the proposed backup process on the operations of the system;
- 2.2.4 Single points of failure and recommended approaches for their elimination;
- 2.2.5 Approach to redundancy; and
- 2.2.6 Impact of back up Software license fees.

The State believes that additional Software license fees solely related to redundancy for backup and recovery would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

2.3 Topic 3 – Assurance of Business Continuity

Response Page Limit: 3

**The State will evaluate the degree to which the plan proposed to assure business continuity mitigates risk to the State.**

The State wishes to employ a hosted solution and the vendor will be responsible for appropriate business continuity. This should be a standard aspect of the vendor's hosted solution and should be fully outlined. Discuss a detailed description of the business continuity plan that includes the following:

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- 2.3.1 Information on their business continuity plan in the event that their hosting site becomes unavailable.
- 2.3.2 Necessary planning for moving operations to a remote site if the hosting site is incapacitated.
- 2.3.3 The recovery time objective

2.4 Topic 4 – Performance

Response Page Limit: 2

**The State will evaluate the degree to which the proposed strategy (for example archiving and indexing) to balances response time with the value of accessing historical Data.**

The Vendor will be expected to provide a performance strategy that balances response time of processing with the value of accessing historical Data.

- 2.4.1 Describe the strategy that will be implemented and discuss why the balance is optimal.

2.5 Topic 5 – Environment Setup

Response Page Limit: 2

**The State will evaluate whether proposed environments are sufficient to satisfy needs.**

The Vendor will be expected to provide environments suitable for testing, training and production. Discuss a detailed description of the environments that includes the following:

- 2.5.1 The different System and hardware environments required for the concurrent development, user acceptance testing, and production of the proposed Solution.
- 2.5.2 The proposed environments for user testing and training.
- 2.5.3 The State believes that additional Software license fees solely related to establishing environments for normal activities would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

2.6 Topic 6 – Implementation Approach

Response Page Limit: 10

**The State will evaluate the quality of analysis, reasonableness, and flexibility evident in the proposed Implementation approach.**

The State would like to implement all modules of the selected System as quickly as feasible at the lowest possible price. The State seeks suggestions on phased implementation approach options. Provide one or more feasible Implementation plans. For each plan provide:

- 2.6.1 Detailed description of specific components of the Solution offered, including the Deliverables and Services the Vendor is proposing to offer the State;
- 2.6.2 How the overall engagement will occur including a detailed description of your phased approach including timeframes and for performing implementation milestones;
- 2.6.3 Include a graphic workflow of the process;

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- 2.6.4 How input data errors will be handled;
- 2.6.5 The resources to be employed, including both State and Vendor by milestone;
- 2.6.6 Timing for discontinuing legacy Systems
- 2.6.7 The time commitment required for both State and Vendor resources;
- 2.6.8 The communication plan to be employed; and
- 2.6.9 A detailed summary of the specific Deliverables, and proposed method of presenting the Deliverable to the State.
- 2.6.10 Cost implications of the plans including maintenance fees;
- 2.6.11 Address the level of risk associated with each plan.
- 2.6.12 A listing of modules that constitute the proposed System;
- 2.6.13 Identification of modules that should be considered “core;”
- 2.6.14 Identification of modules that are neither required nor proposed to satisfy State requirements; and
- 2.6.15 A general description of functionality contained in each module.
- 2.6.16 Identify the Implementation Plans used as a basis for the cost Proposal.

2.7 Topic 7 – User Acceptance Testing

Response Page Limit: 6 – Appendix Required

**The State will evaluate the quality of support the Vendor will supply to assist State testing staff and the effectiveness of the proposed Defect tracking and resolution process.**

State staff will conduct User Acceptance Testing, but support from the selected Vendor is required, refer to Appendix G-1: Testing Requirements Define the type of support that will be provided by addressing the following:

- 2.7.1 Provide a sample User Acceptance Test Plan from a completed project as an appendix.
- 2.7.2 Testing methodology and include a proposed test plan.
- 2.7.3 Can configured Software be delivered in functional components for State Acceptance Testing?
- 2.7.4 How much time should the State allow to complete User Acceptance Testing of a component?
- 2.7.5 What test management and test driver tools will be employed in quality assurance testing prior to delivery of code to the State?
- 2.7.6 Will these tools be available to the State for use in Acceptance Testing?
- 2.7.7 What support will be provided to prepare State staff during Acceptance testing?
- 2.7.8 How will on-site support for the State testing team be provided?
- 2.7.9 What Documentation of configured Software will be available to the testing team?
- 2.7.10 How much time will be available for comprehensive testing and correction of Defects prior to Implementation?

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- 2.7.11 How quickly will a suspected Defect be investigated, and what classifications are planned for suspected Defects?
- 2.7.12 How quickly will critical Software Defects be corrected?
- 2.7.13 What tools will be used to document and track status of identified Defects?
- 2.7.14 Will these tools be available to the State after the Project is completed?

2.8 Topic 8 – Migration Strategy

Response Page Limit: 3

**The State will evaluate the degree to which the Vendor will ensure that data conversion from legacy systems is effective and burdens State staff to the minimum extent possible.**

Discuss your Data migration strategy for this implementation.

- 2.8.1 Provide recommendations for State team and Vendor team to assess Data quality and conduct Data cleansing prior to conversion.
- 2.8.2 Address procedures for populating the initial Testing and Production Databases and Data transfer procedures. Distinguish between State and Vendor roles.
- 2.8.3 Discuss approach for dealing with incomplete records.
- 2.8.4 Examples of approaches employed successfully in other projects should be provided where appropriate.

2.9 Topic 9 – Interfaces

Response Page Limit: 3

**The State will evaluate the quality, ease of programming, and the nature of the proposed assistance in developing required interfaces.**

Describe the interfaces necessary for optimal System function such as, Vital Records, Special Devices, EHR.

**Note:** Interfaces to be developed with data systems are described in Section 1.1 and Appendix C: *System Requirements and Deliverables*.

- 2.9.1 Constructing interfaces will require cooperative efforts involving State and Vendor staff. Submit a proposed architectural drawing of the interfaces and discuss the proposed approach for their development/deployment. Be sure to distinguish between State and Vendor responsibilities.
- 2.9.2 If an interface with other Systems such as Vital Records is delayed discuss alternatives example import/export.

2.10 Topic 10 – User Training Approach

Response Page Limit: 6

**The State will evaluate whether the training approach is likely to prepare users adequately to use the new System from the day of deployment and to conduct its own training in the future.**

Please describe the training methods used in prior implementations including, onsite, offsite, and web based:

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- 2.10.1 Detailed discussion of training alternatives in addition to a recommended training approach.
- 2.10.2 Assessment of needs; identifying various users training needs; providing a training outline for each trainee group; and conducting, evaluating, and refining training courses.
  - 2.10.2.1 The State expects a mix of onsite and web based training;
  - 2.10.2.2 The training outline should indicate whether each topic is onsite or web based.
- 2.10.3 Training manual adequate to enable trained users to research answers to their own questions.
- 2.10.4 How will the State be prepared to conduct refresher training after Implementation is completed?
- 2.10.5 Are training manuals on-line and maintained?
- 2.10.6 Describe modifications to the user manual to align with the State specific implementation of the System.

2.11 Topic 11 – Help Desk Support

Response Page Limit: 3

**The State will evaluate the degree to which the Vendor will provide for help desk support upon implementation of the new System.**

Describe support for the help desk function incorporated into the Proposal. Include discussion of the following:

- 2.11.1 Coordination of help desk with change management and training activities;
- 2.11.2 Help desk software tools;
- 2.11.3 Suggested escalation procedures;
- 2.11.4 Development of a help desk knowledge base;

2.12 Topic 12 – System Acceptance Criteria

Response Page Limit: 6

**The State will evaluate whether proposed Acceptance criteria will assure the State that the new System is functioning effectively.**

Describe the following:

- 2.12.1 Provide measurable criteria for State final Acceptance of the System.
- 2.12.2 The State expects a System Acceptance checklist to guide the go live decision.

2.13 Topic 13 – Status Meetings and Reports

Response Page Limit: 3 – Appendix Required

**The State will evaluate the degree to which implementation reporting will serve the needs of State.**

The State believes that effective communication and reporting are essential to success. At a minimum, the State expects the following:

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- 2.13.1 Introductory Meeting: Participants will include Vendor key Project staff and State team representatives from both the Department of Health and Human Services and the Department of Information Technology.
- 2.13.2 Kickoff Meeting: Participants will include the State and Vendor teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow. This meeting can be in person or web based.
- 2.13.3 Status Meetings: Participants will include, at a minimum, Vendor Project Manager and the State Project Manager. These meetings, which will be conducted at least biweekly, will address overall implementation status and any additional topics needed to remain on schedule and within budget. A status and error report from the Vendor will serve as the basis for discussion.
- 2.13.4 The Work Plan: must be reviewed at each Status Meeting and updated, at minimum, on a biweekly basis, in accordance with the Contract.
- 2.13.5 Special Meetings: Need may arise for a special meeting with State stakeholders to address specific issues.
- 2.13.6 Exit Meeting: teams from the Vendor and the State. Discussion will focus on lessons learned from the project and on follow up options that the State may wish to consider.
- 2.13.7 The State expects the Vendor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be a Vendor responsibility.
- 2.13.8 Vendor shall submit status reports in accordance with the Schedule and terms of the Contract. All status reports shall be prepared in formats approved by the State. The Vendor's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Vendor shall produce Project status reports, which shall contain, at a minimum, the following:
  - 2.13.8.1 Project status as it relates to Work Plan
  - 2.13.8.2 Deliverables status
  - 2.13.8.3 Accomplishments during weeks being reported
  - 2.13.8.4 Planned activities for the upcoming two (2) week period
  - 2.13.8.5 Future activities
  - 2.13.8.6 Issues and concerns requiring resolution
  - 2.13.8.7 Report and remedies in case of falling behind Schedule
- 2.13.9 Describe the process that will be employed. Be sure to cover the following:
  - 2.13.9.1 Timing, duration, recommended participants and agenda for the kickoff meeting;
  - 2.13.9.2 Frequency and standard agenda items for status meetings;
  - 2.13.9.3 Availability for special meetings; and
  - 2.13.9.4 Agenda for the exit meeting.

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

2.13.11 As reasonably requested by the State, Vendor shall provide the State with information or reports regarding the Project. Vendor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2.14 Topic 14 – Risk and Issue Management

Response Page Limit: 3

**The State will evaluate the extent to which the proposed approach will contribute to the timely identification and effective action on issues and risks. The State will also evaluate whether the approach recognizes and addresses appropriate State involvement in risk and issue management.**

Provide proposed methodologies for risk and issue management. Discuss State and Vendor responsibilities.

2.14.1 The State seeks a clear means to compare planned versus actual status, including percentages, at a sufficiently detailed level to ensure the State can adequately monitor the progress of the Project. Be sure to identify any essential time constraints on State actions. Escalation procedures will be defined in a Contract between the State and the Vendor.

2.15 Topic 15- Preparation of State staff

Response Page Limit: 2

The state will evaluate the degree to which the Vendors proposed implementation approach will adequately prepare State staff during all phases of the project.

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

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

2.16 Topic 16 – Quality Assurance Approach

Response Page Limit: 6

**The State will evaluate the degree to which proposed procedures will ensure that Deliverables require limited modification when submitted for approval.**

**Note: The State has identified three categories of Deliverables:**

2.16.1 Written Deliverables, such as a training plan;

2.16.2 Software Deliverables, such a configured software module; and

2.16.3 Non-Software Deliverables, such as conduct of a training course.

2.16.4 Describe the methodology that will be employed to assure that each type of Deliverable is of high quality before submission for State consideration. Discussion should include but not be limited to:

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- 2.16.4.1 Provision for State input to the general content of a Written Deliverable prior to production;
- 2.16.4.2 The standard for Vendor internal Review of a Written Deliverable prior to formal submission; and
- 2.16.4.3 Testing of Software Deliverables prior to submission for Acceptance testing.

2.17 Topic 17 - Work Plan

Response Page Limit: None

**The State will evaluate whether the Vendor's preliminary proposed Work Plan includes a description of the Schedule, tasks, Deliverables, major milestones, and task dependencies. The Work Plan shall also address resource allocations (both State and Vendor team members). The software to be used to support the ongoing management of the Project should also be described in the Work Plan.**

The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract. Please describe the proposed preliminary workplan.

- 2.17.1 All assumptions upon which the Work Plan is based;
- 2.17.2 Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
- 2.17.3 Assignments of members of the Vendor's team identified by role to specific tasks; and
- 2.17.4 Critical success factors for the Project.
- 2.17.5 How this Work Plan will be used and State access to plan details including resource allocation. Also, discuss frequency for updating the Plan, at a minimum biweekly and for every status meeting. Explain how the State will know whether the Project is on Schedule and within budget.

2.18 Topic 18 – Support and Maintenance

Response Page Limit: 2

**The State will evaluate whether the Vendor's proposed support and maintenance plan includes a description of the types and frequency of support, detailed maintenance tasks – including scheduled maintenance and upgrades, and any other dependencies for on-going support and maintenance of the system.**

Describe the following:

- 2.18.1 How support and maintenance issues are tracked detailing methodology and if any additional software is required.
- 2.18.2 Any particular procedures required to handle escalation and emergency calls
- 2.18.3 The plan for scheduled maintenance
- 2.18.4 The plan for upgrades

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2.18.5 The types and frequency of Vendor support tasks

2.18.6 Ongoing support and maintenance

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**APPENDIX E: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS**

To facilitate evaluation of Vendor qualifications, the State seeks information about:

- (1) Corporate qualifications of each Vendor proposed to participate in the Project,
- (2) Proposed team organization and designation of key staff,
- (3) Individual qualifications of candidates for the role of Project Manager, and
- (4) Individual qualifications of candidates for other key staff roles.

**1 Required Information on Corporate Qualifications**

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

**1.1 Vendor and Subcontractors**

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

**1.1.1 Corporate Overview (Two (2) page limit)**

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

**1.1.2 Financial Strength**

Provide at least one of the following:

- 1.1.2.1 The current Dunn & Bradstreet report on the firm; or
- 1.1.2.2 The firm's two most recent audited financial statements; and
- 1.1.2.3 the firm's most recent un-audited, quarterly financial statement; or
- 1.1.2.4 The firm's most recent income tax return

**1.1.3 Litigation**

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

**1.1.4 Prior Project Descriptions (Three (3) Descriptions limited to three (3) pages each)**

Provide descriptions of no more than three (3) similar projects completed in the last three (3) years. Each project description should include:

- 1.1.4.1 An overview of the project covering type of client, objective, project scope, role of the firm and outcome;
- 1.1.4.2 Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule;
- 1.1.4.3 Names and contact information (name, title, address and current telephone number) for one or two references from the client; and

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1.1.4.4 Names and project roles of individuals on the proposed team for the New Hampshire Project that participated in the project described

**1.1.5 Subcontractor Information**

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

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

**2 Team Organization and Designation of Key Vendor Staff**

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

Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff.

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

**2.1 State Staff Resource Worksheet**

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

**Table E-1: Proposed State Staff Resource Hours Worksheet**

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

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**3 Candidates for Project Manager**

- 3.1 Although the State recognizes that staff availability is somewhat uncertain, qualifications of the Project Manager are particularly critical. Therefore, the State requires that the Project Manager be identified with some degree of certainty.
- 3.2 For the Project Manager candidate, provide a resume not to exceed five (5) pages in length addressing the following:
  - 3.2.1 The candidate's educational background;
  - 3.2.2 An overview of the candidate's work history;
  - 3.2.3 The candidate's project experience, including project type, project role and duration of the assignment;
  - 3.2.4 Any significant certifications held by or honors awarded to the candidate; and
    - 3.2.5 At least three (3) references, with contact information, that can address the candidate's performance on past projects.

**4 Candidates for Key Vendor Staff Roles**

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

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

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**APPENDIX F: PRICING WORKSHEETS**

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

**1 Activities/Deliverables/Milestones Pricing Worksheet – Deliverables List**

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

**Table F-1: Activities/Deliverables/Milestones Pricing Worksheet**

	<b>Activity, Deliverable, or Milestone</b>	<b>Deliverable Type</b>	<b>Projected Delivery Date</b>	<b>Price</b>
<b>PLANNING AND PROJECT MANAGEMENT</b>				
1	Conduct Project Kickoff Meeting	Non-Software		
2	Project Status Reports	Written		
3	Work Plan	Written		
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written		
5	Security Plan	Written		
6	Communications and Change Management Plan	Written		
7	Requirements Trace ability Matrix	Written		
8	Software Configuration Plan	Written		
9	Systems Interface Plan and Design/Capability	Written		
10	Testing Plan	Written		
11	Data Conversion Plan and Design	Written		

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12	Deployment Plan	Written		
13	Comprehensive Training Plan and Curriculum	Written		
14	End User Support Plan	Written		
15	Business Continuity Plan	Written		
16	Documentation of Operational Procedures	Written		
<b>INSTALLATION</b>				
17	Provide Software Licenses if needed	Written		
18	Provide Fully Tested Data Conversion Software	Software		
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software		
<b>TESTING</b>				
20	Conduct Integration Testing	Non-Software		
21	Conduct User Acceptance Testing	Non-Software		
22	Perform Production Tests	Non-Software		
23	Test In-Bound and Out-Bound Interfaces	Software		
24	Conduct System Performance (Load/Stress) Testing	Non-Software		
25	Certification of 3 <sup>rd</sup> Party Pen Testing and Application Vulnerability Scanning.	Non-Software		
<b>SYSTEM DEPLOYMENT</b>				
26	Converted Data Loaded into	Software		

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	Production Environment			
27	Provide Tools for Backup and Recovery of all Applications and Data	Software		
28	Conduct Training	Non-Software		
29	Cutover to New Software	Non-Software		
30	Provide Documentation	Written		
31	Execute Security Plan	Non-Software		
<b>OPERATIONS</b>				
32	Ongoing Hosting Support	Non-Software		
33	Ongoing Support & Maintenance	Software		
34	Conduct Project Exit Meeting	Non-Software		

**2 Proposed Vendor Staff, Resource Hours and Rates Worksheet**

Use Table F-2, Proposed Vendor Staff Position, Resource Hours and Rates Worksheet, to indicate the individuals that will be assigned to the Project, hours and applicable rates. Names must be provided for individuals designated for key roles, but titles are sufficient for others. Information is required by phase.

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**Table F-2: Proposed Vendor Staff, Resource Hours and Rates Worksheet**

Title	Name	Initiation	Implementation	Project Close out	Hourly Rate	Hours X Rate
Project Manager						
Position #1						
Position #2						
Position #3						
<b>TOTALS</b>						

**3 Future Vendor Rates Worksheet**

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

**Table F-3: Future Vendor Rates Worksheet**

Position Title	SFY 201X	SFY 201X	SFY 201X	SFY 201X
Project Manager				
Position #1				
Position #2				
Position #3				

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**4 Software Licensing, Maintenance, and Support Pricing Worksheet**

**Table F-4: Software Licensing, Maintenance, and Support Pricing Worksheet**

Software Name	Initial Cost	Maintenance Support and Upgrades				
		Year 1	Year 2	Year 3	Year 4	Year 5

**5 Web Site Hosting, Maintenance, and Support Pricing Worksheet**

**Table F-5: Web Site Hosting, Maintenance, and Support Pricing Worksheet**

HOSTED SERVICES	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Web Site Hosting Fee						
Technical Support and updates						
Maintenance and Updates						
<b>GRAND TOTAL</b>						

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**APPENDIX G-1 SECURITY**

**Application Security**

IT Security involves all functions pertaining to the securing of State Data and systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation. This shall include but is not limited to

- Develop software applications based on industry best practices and incorporating information security throughout the software development life cycle
- Perform a Code review prior to release of the application to the State to move it into production. The code review may be done in a manner mutually agreeable to the selected Vendor and the State. Copies of the final, remediated results shall be provided to the State for review and audit purposes
- Follow change control process and procedures relative to release of code
- Develop applications following security-coding guidelines as set forth by organizations such as, but not limited to Open Web Application Security Project (OWASP) Top 10, SANS Common Weakness Enumeration (CWE) Top 25 or CERT Secure Coding.
- Make available to the for review and audit purposes all software development processes and require training for application developers on secure coding techniques.

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**APPENDIX G-2 TESTING REQUIREMENTS**

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

**G-1.1 Test Planning and Preparation**

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

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

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

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

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

**G-1.2 Testing**

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

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

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<b>Unit Testing</b>	<p>Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment.</p> <p>The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.</p>
<b>System Integration Testing</b>	<p>a.) Validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test is performed in a test environment.</p> <p>b.) Emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.</p> <p>c.) The State will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its interfaces. The State will also use System Integration Testing to validate modifications, fixes and other System interactions with the Vendor supplied Software Solution.</p>
<b>Conversion /Migration Validation Testing</b>	<p>The Conversion/Migration Validation Testing should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications, the testing verifies that the resulting converted legacy data performs correctly.</p>
<b>Installation Testing</b>	<p>Application components are installed in the System test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.</p>
<b>User Acceptance Testing (UAT)</b>	<p>The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.</p> <p>a.) The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.</p> <p>b.) The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test data, and expected results, as well as written Certification of the Vendor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities</p> <p>c.) UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as</p>

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	<p>backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.</p> <p>d.) Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence as described in Section H-25.10.1: Warranty Period.</p>
<p><b>Performance Tuning and Stress Testing</b></p>	<p>Vendor shall develop and document hardware and software configuration and tuning of System infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the project</p> <p><b>Performance Tuning and Stress Testing</b></p> <p><u><b>Scope</b></u></p> <p>The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved.</p> <p>The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made.</p> <p>Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.</p> <p>Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.</p> <p>Vendor must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts, which accurately reflect business load and coordinating reporting of results.</p> <p><u><b>Test types</b></u></p> <p>Performance testing shall use two different types of tests to determine the stability of the application. They are baseline tests and load tests</p> <p><u><b>Baseline Tests:</b></u> Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing</p>

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evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline, which are used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

**Load Tests:** Load testing will determine if the behavior of a system can be sustained over a long period of time while running under expected conditions. Load tests help to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

**Tuning:** Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing efforts. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

**Implementing Performance and Stress Test**

Performance and Stress test Tools must be provided by the Vendor for this effort. Consideration must be given to licensing with respect to continued use for regression testing. If the Vendor is familiar with open source low/no cost tools for this purpose those tools should be identified in your response.

**Scheduling Performance and Stress Testing**

Vendor shall perform test planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

Vendor shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them

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	<p>have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization does not impact the results. Tests will be run in close proximity to our infrastructure to eliminate the public network from our environment.</p> <p>Post-test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.</p> <p>If defects are identified in the application during testing, they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.</p> <p>When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input.</p> <p>During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.</p> <p>During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases, the tester will determine the capacity of the system under a known set of conditions.</p>
<p><b>Regression Testing</b></p>	<p>As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Vendor of the nature of the testing failures in writing. The Vendor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results.</p> <p>Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.</p> <p>a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.</p> <p>b.) The Vendor shall notify the State no later than five (5) business days from the Vendor's receipt of written notice of the test failure when the Vendor expects</p>

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the corrections to be completed and ready for retesting by the State. The Vendor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.

c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by the Vendor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:

1. Validate that the change/update has been properly incorporated into the program; and
2. Validate that there has been no unintended change to the other portions of the program.

d.) The Vendor will be expected to:

1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
3. Manage the entire cyclic process.

e.) The Vendor will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

In designing and conducting such regression testing, the Vendor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, the Vendor will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

In their Proposals Vendors must acknowledge their responsibilities for regression testing as described in this section.

<b>Security Review and Testing</b>	<p>IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.</p> <p>All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets.</p>	
	<b>Service Component</b>	<b>Defines the set of capabilities that:</b>
	Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the

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			validation of users	
		Access Control	Supports the management of permissions for logging onto a computer or network	
		Encryption	Supports the encoding of data for security purposes	
		Intrusion Detection	Supports the detection of illegal entrance into a computer system	
		Verification	Supports the confirmation of authority to enter a computer system, application or network	
		Digital Signature	Guarantees the unaltered state of a file	
		User Management	Supports the administration of computer, application and network accounts within an organization.	
		Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network	
		Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system	
		Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	
	<p>In their proposal, the Vendors must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3<sup>rd</sup> party Penetration Tests (pen test) or code analysis and review.</p> <p>Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance. All Software and hardware shall be free of malicious code (malware).</p>			

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	<p><b>Penetration Testing shall include:</b></p> <p><b>11.3</b> Implement a methodology for penetration testing that includes the following:</p> <ul style="list-style-type: none"> <li>• Is based on industry-accepted penetration testing approaches (for example, NIST SP800-115)</li> <li>• Includes coverage for the entire CDE perimeter and critical systems</li> <li>• Includes testing from both inside and outside the network</li> <li>• Includes testing to validate any segmentation and scope-reduction controls</li> <li>• Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in Requirement 6.5</li> <li>• Defines network-layer penetration tests to include components that support network functions as well as operating systems</li> <li>• Includes review and consideration of threats and vulnerabilities experienced in the last 12 months</li> <li>• Specifies retention of penetration testing results and remediation activities results.</li> </ul> <p><b>Note:</b> This update to Requirement 11.3 is a best practice until June 30, 2015, after which it becomes a requirement. PCI DSS v2.0 requirements for penetration testing must be followed until v3.0 is in place.</p>
	<p><b>11.3.1</b> Perform external penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).</p>
	<p><b>11.3.2</b> Perform internal penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).</p>
	<p><b>11.3.3</b> Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections.</p>
	<p><b>11.3.4</b> If segmentation is used to isolate the CDE from other networks, perform penetration tests at least annually and after any changes to segmentation controls/methods to verify that the segmentation methods are operational and effective, and isolate all out-of-scope systems from in-scope systems.</p>

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**APPENDIX G-2: CERTIFICATES**

**A. Certificate of Good Standing**

As a condition of Contract award, the selected Vendor must furnish a current Certificate of Good Standing from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

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

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

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

**B. Certificate of Authority/Vote**

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

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

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

**SOURCE OF AUTHORITY**

Authority must come from the governing body, either:

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

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

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

- (1) Authority was granted the same day as the day the Agreement or Amendment was signed, or

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

**APPROPRIATE PERSON SIGNED THE CERTIFICATE**

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

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**APPENDIX H – STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS**  
**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

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

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any prices incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

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8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two(2) days after giving the Contractor notice of termination;

8.2.2.give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3.set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4.treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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**12.ASSIGNMENT/DELEGATION /SUBCONTRACTS.**

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

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees,

certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the

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

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

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

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

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

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

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**H-25. GENERAL CONTRACT REQUIREMENTS**

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

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

**H-25.2 Vendor Responsibilities**

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

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

**H-25.3 Project Budget/Price Limitation**

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

**H-25.4 State Contracts**

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

**H-25.5 Vendor Staff**

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

The Vendor's selection of a Project Manager will be subject to the prior approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references and background checks, and an interview. The Vendor's Project Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make binding decisions, and shall function as the Vendor's representative for all administrative and management matters. The Project Manager must be available to promptly respond during Normal Working Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Vendor must use his or her best efforts on the Project.

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

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

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

**H-25.6 Work Plan**

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

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

Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Vendor from liability to the State for any damages resulting from the Vendor's failure to perform its obligations under the Contract, including without limitation, performance in accordance with the Schedule.

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

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

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

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**H-25.7 Change Orders**

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

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

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

**H-25.7 Deliverables**

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

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

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

**H-25.7.1 Written Deliverables Review**

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

**H-25.7.2 Software Deliverables Review**

Described in Section H-25.9: Testing and Acceptance.

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**H-25.7.3 Non-Software Deliverables Review**

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

**H-25.8 Licenses**

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

**H-25.8.1 Software License Grant**

The Software License shall grant the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract.

The State may allow its agents and Vendors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Vendors that each shall abide by the terms and conditions set forth herein.

**H-25.8.2 Software and Documentation Copies**

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

**H-25.8.3 Restrictions**

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

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

**H-25.8.4 Title**

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

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**H-25.8.5 Third Party**

The Vendor shall identify all third party contracts to be provided under the Contract with the Vendor's Proposal. The terms in any such contracts must be consistent with this RFP and any resulting Contract, including, but not limited to Appendix H: State of New Hampshire Terms and Conditions General Provisions Form P-37.

**H-25.9 Testing and Acceptance**

The State requires that an integrated and coherent approach to complete System testing, Security Review and Testing, Deficiency correction, Acceptance, and training, and that Warranty Services be provided to ensure a successful Project.

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

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

See Appendix G-1 for Testing Requirements

**H-25.9.1 Remedies**

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

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

**H-25.9.2 System Acceptance**

Upon completion of the Warranty Period, the State will issue a Letter of Final System Acceptance.

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**H-25.10 Warranty**

**H-25.10.1 Warranty Period**

The Warranty Period will commence upon the State issuance of a Letter of Acceptance for UAT and will continue for ninety (90) days. If within the last thirty (30) calendar days of the Warranty Period, the System Software fails to operate as specified, the Warranty Period will cease, the Vendor will correct the Deficiency, and a thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) days.

**H-25.10.2 Warranties**

**H-25.10.2.1 System**

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

**H-25.10.2.2 Software**

The Vendor shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications. Software shall be archived and or version controlled through the use of Harvest Software.

**H-25.10.2.3 Non-Infringement**

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

**H-25.10.2.4 Viruses; Destructive Programming**

The Vendor shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

**H-25.10.2.5 Compatibility**

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

**H-25.10.2.6 Professional Services**

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

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**H-25.10.3 Warranty Services**

The Vendor shall agree to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period at no additional cost to the State, in accordance with the Specifications and terms and requirements of the Contract, including without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation.

Warranty Services shall include, without limitation, the following:

- a.** Maintain the System Software in accordance with the Specifications, terms, and requirements of the Contract;
- b.** Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms, and requirements of the Contract;
- c.** The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d.** On-site additional Services within four (4) business hours of a request;
- e.** Warranty Repair or maintenance activities performed for the State;
- f.** For all Warranty Services calls, the Vendor shall ensure the following information will be collected and maintained:
  - 1)** nature of the Deficiency;
  - 2)** current status of the Deficiency;
  - 3)** action plans, dates, and times;
  - 4)** expected and actual completion time;
  - 5)** Deficiency resolution information;
  - 6)** Resolved by;
  - 7)** Identifying number i.e. work order number;
  - 8)** Issue identified by;
- g.** The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:
  - 1)** mean time between reported Deficiencies with the Software;
  - 2)** diagnosis of the root cause of the problem; and
  - 3)** identification of repeat calls or repeat Software problems; and

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- h.** All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

If in the Event of Default, the Vendor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) declare the Vendor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund; 3) and to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period.

**H-25.11 Ongoing Software Maintenance and Support Levels**

The Vendor shall maintain and support the system in all material respects as described in the applicable program documentation after delivery and the warranty period of ninety (90) days through the completion of the contract term.

The Vendor will not be responsible for maintenance or support for Software developed or modified by the State.

**H-25.11.1 Maintenance Releases**

The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and documentation that are generally offered to its customers, at no additional cost.

**H-25.11.2 Vendor Responsibility**

The Vendor shall be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

As part of the Software maintenance agreement, ongoing software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

- a. Class A Deficiencies** - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

- b. Class B & C Deficiencies** –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action;

The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;

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The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

For all maintenance Services calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and

The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.

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

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

**H-25.12 Administrative Specifications**

**H-25.12.1 Travel Expenses**

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

The Vendor must assume all travel and related expenses by "fully loading" the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

**H-25.11.2 Shipping and Delivery Fee Exemption**

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

**H-25.12.3 Project Workspace and Office Equipment**

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

**H-25.12.4 Work Hours**

Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm (Eastern time), eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.

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**H-25.12.5 Access/Cooperation**

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

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

**H-25.12.6 State-Owned Documents and Data**

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

**H-25.12.7 Intellectual Property**

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with <CONTRACTOR>.

Upon successful completion and/or termination of the Implementation of the Project, the Vendor shall own and hold all, title, and rights in any Software modifications (Custom Code??) developed in connection with performance of obligations under the Contract, or modifications to the Vendor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Vendors' special utilities. The Vendor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

**H-25.12.8 IT Required Work Procedures**

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

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**H-25.12.9 Computer Use**

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

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

**H-25.12.10 Email Use**

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

**H-25-12.11 Internet/Intranet Use**

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

**H-25.12.12 Regulatory/Governmental Approvals**

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

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**H-25.12.13 Force Majeure**

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

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

**H-25.12.14 Confidential Information**

In performing its obligations under the Contract, the Vendor may gain access to information of the State, including Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: Access to Public Records and Meetings (see e.g. RSA Chapter 91-A: 5 Exemptions). The Vendor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.

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

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

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

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

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

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

**H-25.12.14 Data Breach**

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

**H-25.13 Pricing**

**H-25.13.1 Activities/Deliverables/Milestones Dates and Pricing**

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

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

The Vendor must provide the minimum Software support and Services through Software licensing, maintenance, Enhancements, and support as detailed in Section H-25.11: Ongoing Software Maintenance and Support Levels.

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

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**H-25.13.3 Invoicing**

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

**H-25.13.4 Overpayments to the Vendor**

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

**H-25.13.5 Credits**

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

**H-25.13.6 Records Retention and Access Requirements**

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

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

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

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

**H-25.13.7 Accounting Requirements**

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

**H-25.14 Termination**

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

**H-25.14.1 Termination for Default**

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

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

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

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

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

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

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

**H-25.14.2 Termination for Convenience**

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

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

**H-25.14.3 Termination for Conflict of Interest**

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

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

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

**H-25.14.4 Termination Procedure**

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

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

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

**H-25.15 Limitation of Liability**

**H-25.15.1 State**

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

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

**H-25.15.2 State's Immunity**

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract conclusion.

**H-25.15.3 Survival**

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

**H-25.16 Change of Ownership**

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

**H-25.17 Assignment, Delegation and Subcontracts**

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

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

**H-25.18 Dispute Resolution**

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

**H-25.19 Venue and Jurisdiction**

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

**H-25.20 Project Holdback**

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

**H-25.21 Escrow of Code**

Vendor will enter into a source and configuration code escrow agreement, with a State approved escrow agent. The proposed escrow agreement shall be submitted with the Vendor's Proposal for review by the State. The escrow agreement requires the Vendor to put the Vendor Software source and configuration code in escrow. The source code shall be released to the State if one of the following events has occurred:

- a. the Vendor has made an assignment for the benefit of creditors;
- b. the Vendor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- c. a receiver or similar officer has been appointed to take charge of all or part of the Vendor's assets; or

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- d. the Vendor or its Subcontractor terminates its maintenance and operations support Services for the State for the Software or has ceased supporting and maintaining the Software for the State, whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
- e. Vendor defaults under the Contract; or
- g. Vendor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

**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

New Hampshire Department of Health and Human Services  
Exhibit D



- 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:



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:

**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



New Hampshire Department of Health and Human Services  
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

**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.

Exhibit G

Vendor Initials \_\_\_\_\_

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



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:

Exhibit G

Vendor Initials \_\_\_\_\_

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



**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:



## Exhibit I

**HEALTH INSURANCE PORTABILITY  
ACT BUSINESS ASSOCIATE  
AGREEMENT**

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. “Individual” shall have the same meaning as the term “individual” in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



### Exhibit I

- I. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



### Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). 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



## New Hampshire Department of Health and Human Services

## Exhibit I

- 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



### Exhibit I

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.



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services  
The State

\_\_\_\_\_  
\_ Name of the Vendor

\_\_\_\_\_  
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



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 Vendor 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 Vendor 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.

Vendor Name:

\_\_\_\_\_ Date

\_\_\_\_\_ Name:  
\_\_\_\_\_ Title:

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

As the Vendor 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: _____

**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

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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

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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

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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

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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.).

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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

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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.

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- 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

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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

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**TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system
<b>Best and Final Offer (BAFO)</b>	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
<b>Breach or Breach of Security</b>	Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity
<b>CCP</b>	Change Control Procedures
<b>CR</b>	Change Request
<b>COTS</b>	Commercial Off-The-Shelf Software
<b>CM</b>	Configuration Management

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<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Control</b>	Formal process for initiating changes to the proposed solution or processes once development has begun.
<b>Change Order</b>	Formal documentation prepared for a proposed change in the Specifications.
<b>Completion Date</b>	End date for the Contract
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure under the Contract
<b>Contract</b>	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract
<b>Contract Managers</b>	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
<b>Contracted Vendor</b>	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Conversion Test</b>	A test to ensure that a data conversion process correctly takes data from a legacy system and successfully converts it to form that can be used by the new system.
<b>COTS</b>	Commercial off the Shelf
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted Vendor must cure the default identified.
<b>Custom Code</b>	Code developed by the Vendor specifically for this project for the State of New Hampshire

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<b>Custom Software</b>	Software developed by the Vendor specifically for this project for the State of New Hampshire
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
<b>DBA</b>	Database Administrator
<b>Deficiencies/Defects</b>	<p>A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency</b> – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency</b> – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency</b> – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</p>
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State
<b>DHHS</b>	Department of Health and Human Services
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Digital Signature</b>	Guarantees the unaltered state of a file
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the

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	State of New Hampshire approves the Contract.
<b>Encryption</b>	Supports the transformation of data for security purposes
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
<b>Event of Default</b>	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder (“Event of Default”) <ul style="list-style-type: none"> <li><b>a.</b> Failure to perform the Services satisfactorily or on schedule;</li> <li><b>b.</b> Failure to submit any report required; and/or</li> <li><b>c.</b> Failure to perform any other covenant, term or condition of the Contract</li> </ul>
<b>Firm Fixed Price Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor’s cost experience in performing the Contract
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
<b>GAAP</b>	Generally Accepted Accounting Principles
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Harvest</b>	Software to archive and/or control versions of software
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
<b>Implementation</b>	The process for making the System operational for processing the Data.
<b>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
<b>Input Validation</b>	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the

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	application from cross site scripting, SQL injection, buffer overflow, etc.
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved
<b>Key Project Staff</b>	Personnel identified by the State and by the contracted Vendor as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>Non Exclusive Contract</b>	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
<b>Normal Business Hours</b>	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
<b>Notice to Proceed (NTP)</b>	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time
<b>Open Data Formats</b>	A data format based on an underlying Open Standard.
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
<b>Open Standards</b>	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
<b>Operational</b>	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP

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	and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful project.
<b>Project Managers</b>	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the project
<b>Proposal</b>	The submission from a Vendor in response to the Request for a proposal or statement of work.
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of reviewing Deliverables for Acceptance
<b>Review Period</b>	The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.
<b>RFP (Request for Proposal)</b>	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>SaaS</b>	Software as a Service- Occurs where the COTS application is hosted but the State does not own the license or the code.
<b>Service Level Agreement (SLA)</b>	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>Software</b>	All custom Software and COTS Software provided by the Vendor under

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	the Contract
<b>Software Deliverables</b>	COTS Software and Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State</b>	Reference to the term “State” shall include applicable agencies as defined in Section 1: INTRODUCTION of this RFP.
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The SOW defines the results that the Vendor remains responsible and accountable for achieving.
<b>State’s Confidential Records</b>	State’s information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <a href="#">RSA Chapter 91-A</a>
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
<b>State Project Leader</b>	State’s representative with regard to Project oversight
<b>State’s Project Manager (PM)</b>	State’s representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and

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	Review and approval of a Change Proposal (CP).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the SOW.
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	The duration of the Contract.
<b>Transition Services</b>	Services and support provided when the contracted Vendor is supporting system changes.
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization
<b>Vendor/Vendor</b>	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network

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<b>Walk Through</b>	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development
<b>Warranty Period</b>	A period of coverage during which the contracted Vendor is responsible for providing a guarantee for products and services delivered as defined in the contract.
<b>Warranty Releases</b>	Code releases that are done during the warranty period.
<b>Warranty Services</b>	The Services to be provided by the Vendor during the Warranty Period.
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of at least thirty (30) minutes be taken after five (5) consecutive hours of work.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

## Attachment A - Data Elements and Reports

### 1. Attachment A1 - Data Elements-Birth Conditions (based on current vendor-provided system)

Category	Data Element	Description
<b>Birth Defects Level Data Elements</b>	CDC_CODE	once the ICD code is selected populates this field by matching the ICD to the CDC codes
	CREATE_DATE	Record/entry creation date(not a data entry field)
	CREATED_BY	Person ID who is creating the record/entry(not a data entry field)
	DEFECT_STATUS	Drop down: pick from, ruled out, not reportable, etc
	ICD_CODE	Pop up screen to look up code and select from list
	INFANT_ID	Unique ID assigned to infant ? by the system (not a data entry field)
	MODDATE	Record/entry modification date(not a data entry field)
	MODIFIED_BY	Person ID who is modifying a record/entry (not a data entry field)
	SCREENID	Name of the screen you are entering data on? "Birth Defects Screen"
	SCREENING_DATE	Date screening done MM/DD/YYYY
	SCREENING_HOSP	Hospital where defect screening was done- drop down
<b>Birth Defects Screen Level Data Elements</b>	ATTENDING_PHYSICIAN	MD from drop down
	COMMENTS	Free text field
	CREATE_DATE	Record/entry creation date(not a data entry field)
	CREATED_BY	Person ID who is creating the record/entry(not a data entry field)
	DEFECT_IDENTIFIED	Drop down: identified from- autopsy, exam, prenatal visit, etc.
	GEO_CODE_LAT	Provides a geo location mapping (latitude) when address and zip are entered for finding the county (not a data entry field)
	GEO_CODE_LONG	Provides a geo location mapping (longitude) when address and zip are entered for finding the county (not a data entry field)
	HEALTH_CARE_PROV	Primary care provider selection from drop down
	INFANT_ID	Unique ID assigned to infant ? by the system (not a data entry field)
	MODDATE	Record/entry modification date(not a data entry field)
	MODIFIED_BY	Person ID who is modifying a record/entry (not a data entry field)
RECORD_SOURCE	Drop down selection: CIS-DH, genetics lab, hospital, etc.	
<b>CDC Codes Level Data Elements</b>	CDC_CODE	once the ICD code is selected populates this field by matching the ICD to the CDC codes
	CDC_DESC	CDC Description - Pop up screen to select the code
	CDC_GROUP	CDC Grouping Description (by diagnosis category)
	CODE_STATUS	Drop down: choose confirmed, not reportable, etc.
	DIAGNOSIS	Verbatim diagnosis from the ICD list? populates this field once the ICD is selected
	ICD_PARENT	Primary ICD code chosen from the search, when selected populates the field
<b>Contacts Level Data Elements</b>	CONTACT_ADDRESS	Relationship to child address
	CONTACT_APT_NUM	Relationship to child apt number
	CONTACT_AGENCY	Looks like free text field I don't know what agency means
	CONTACT_CITY	Relationship to child city
	CONTACT_DEFAULT	Check off box is checked off if info providing is for the primary contact for infant
	CONTACT_FIPS_CD	Relationship to child FIPS code assigning county from the Zip? (not a data entry field)
	CONTACT_FIRST_NAME	Relationship to child first
	CONTACT_HOME_PHONE	Relationship to child home xxx-xxx-xxxx
	CONTACT_LAST_NAME	Relationship to child last
	CONTACT_MAIDEN	Relationship to child maiden
	CONTACT_MARITAL	Relationship to child married yes no
CONTACT_MIDDLE_NAME	Relationship to child middle	
CONTACT_NUMBER	Entered when entering infant demographics(mother tel	

Category	Data Element	Description
		#?) xxx-xxx-xxxx
	CONTACT_RELATION_CD	Drop down relationship to child
	CONTACT_STATE	Relationship to child state
	CONTACT_SUFFIX	Relationship to child mr, mrs, etc
	CONTACT_WORK_PHONE	Relationship to child work xxx-xxx-xxxx
	CONTACT_ZIP_CD	Relationship to child zip
	COUNTY	Filled in by system related to zip or geo code of address (not a data entry field)
	DOB	Date of Birth MM/DD/YYYY
	EDUCATION	Relationship to child pick from drop down
	ETHNICITY	Relationship to child pick from drop down
	GENDER	Relationship to child, pick from drop down
	INFANT_ID	Unique ID assigned to infant ? by the system (not a data entry field)
	MODDATE	Record/entry modification date(not a data entry field)
	MOTHER_LANGUAGE	Relationship to child, pick from drop down
	MRN	Medical Record Number – Child’s Primary Contact - fill in number
	RACE	Relationship to child, pick from drop down
	RELATIONSHIP	Primary Contact’s relationship to child, choose from drop down
	SSN	Social Security Number xxx-xx-xxxx Primary Contact for the child, fill in number
	USERID	Populates per the User ID log-in
<b>Hospitals Level Data Elements</b>	ACTIVE	(Not a data entry field) Designates whether the facility (hospital, etc.) is active or inactive
	HOSPITAL_ADDRESS	Populates after picking name from drop down
	HOSPITAL_CITY	Populates after picking name from drop down
	HOSPITAL_ID	Populates after picking name from drop down
	HOSPITAL_NAME	Pick from drop down
	HOSPITAL_NICU	Pick from drop down if infant was in the nicu or reg nursery
	HOSPITAL_PHONE	Populates after picking name from drop down
	HOSPITAL_STATE	Populates after picking name from drop down
	HOSPITAL_ZIP_CD	Populates after picking name from drop down
	MODDATE	Record/entry modification date(not a data entry field)
	USERID	Populates per the User ID log-in
<b>ICD Codes Level Data Elements</b>	ACT_ICD	Designates whether the ICD is active or inactive
	CDC_DESC	CDC Description - Pop up screen to select the code
	CDC_GROUP	CDC Grouping Description (by diagnosis category)
	DIAGNOSIS	Verbatim diagnosis from the ICD list populates this field once the ICD is selected
	ICD	Pop up to look up code, once selected populates this field
<b>Infants Level Data Elements</b>	APGAR1	Drop down pick number Baby assessment, choose 0 – 10
	APGAR5	Drop down pick number Baby assessment, choose 0 – 10
	AUTOPSY_PERFORMED	Drop down pick
	BIRTH_CERTIFICATE_NUMBER	Enter number (or merged from vital records data)
	BIRTH_WEIGHT	Grams
	CREATED_BY	Person ID who is creating the record/entry(not a data entry field)
	CYTOGENETICS_STUDY	Drop down pick
	DATE_CREATED	Date new information was created/ added to the record(not a data entry field? system tracking)
	DATE_OF_DEATH	MM/DD/YYYY
	DATE_MR_ABSTRACTION	Medical Record Abstract Date - MM/DD/YYYY Fill in the Date the Medical Record is abstracted.
	DISCHARGE_DATE	MM/DD/YYYY
	GESTATIONAL_AGE	In weeks (non-delivered or delivered)
	GESTATIONAL_AGE_DELIVERY	In weeks Gestational age at delivery
	INFANT_BIRTH_HOSPITAL_ID	ID populates after hospital picked by drop down? (not a data entry field)
	INFANT_BIRTH_ORDER	Number of birth order per Plurality
	INFANT_DATE_OF_BIRTH	MM/DD/YYYY hh:mm:ss (Date Timestamp of time of

Category	Data Element	Description
		birth)
	INFANT_DISCHARGED_NOSCREEN	Drop down yes or no
	INFANT_ETHNICITY	Choose from drop down
	INFANT_GENDER	Choose from drop down
	INFANT_ID	Unique ID assigned to infant ? by the system (not a data entry field)
	INFANT_FIRST_NAME	Enter name
	INFANT_LAST_NAME	Enter name
	INFANT_MIDDLE_NAME	Enter name
	INFANT_PCPM_NAME	Choose from drop down of Primary Care Physicians
	INFANT_PCPM_PRACTICE	Choose from drop down of Primary Care Physician Practices
	INFANT_PCPM_SPECIALTY	Choose from drop down of Primary Care Specialties
	INFANT_PHYSICIAN_ID	ID populates after physician chosen from drop down? (not a data entry field)
	INFANT_RACE	Choose from drop down
	INFANT_STATUS	Drop down live, still, etc
	INFANT_SUFFIX	Enter name
	MEDICAL_RECORD_NUMBER	Manually Enter MRN Number
	MODDATE	Record/entry modification date(not a data entry field)
	NAME_FROM_BIRTH_CERT	(Not a data entry field) ? is a data merge from Vital records
	NURSERY_STATUS	Choose from drop down NICU, regular nursery, etc
	OPT_OUT	Drop down, yes or no
	OPT_OUT_DATE	MM/DD/YYYY
	PATIENT_CONTROL_NUMBER	Patient Number assigned by the hospital
	PAYOR_SOURCE	Drop down, Private, Medicaid, etc
	PLURALITY	Drop down number 1,2,3, etc.
	RELATED_CONTACT_NUMBER	Primary Contact Number for the child, fill in number
	RELATED_INFANT_ID	Infant_ID related to the Primary Contact for the child
	RETURNED_MAIL	Check box
	TRANSFER_HOSPITAL_ID	ID populates after choosing hospital from drop down? (not a data entry field)
	USERID	Populates per the User ID log-in
	VITAL_RECORD_NUMBER	Enter number (or merged from vital records data)
<b>Prenatal Mother Level Data Elements</b>	BIRTH_WEIGHT	Grams
	BMI	(Not a data entry field)- looks like fills in body mass index based on maternal ht/wt
	COMMENTS	Free text field
	CONTACT_NUMBER	Entered when entering infant demographics(mother tel #?) xxx-xxx-xxxx
	CREATE_DATE	Record/entry creation date(not a data entry field)
	CREATED_BY	Person ID who is creating the record/entry(not a data entry field)
	DATE_OF_PREGNANCY_OUTCOME	MM/DD/YYYY
	DIAGNOSTIC_PROCEDURE	Drop down list of Diagnostic Procedures – choose
	INFANT_ID	Unique ID assigned to infant ? by the system (not a data entry field)
	LAST_MENSTRUAL_DATE	MM/DD/YYYY
	MATERNAL_HEIGHT_FT	Fill in number
	MATERNAL_HEIGHT_IN	Fill in number
	MATERNAL_WEIGHT	Fill in number in pounds
	MODDATE	Record/entry modification date(not a data entry field)
	MODIFIED_BY	Person ID who is modifying a record/entry (not a data entry field)
	MONTH_PRENATAL_CARE_BEGAN	MM/DD/YYYY
	NUM_PRENATAL_VISITS	Drop down, choose number
	PREGNANCY_OUTCOME	Drop down, choose live, still, terminated etc
	PRENATAL_ID	Unknown at this time how obtained – (not a data entry field)
	RISK_FACTORS	Check box –several to choose from
	TOTAL_NUMBER_PREGNANCIES	Fill in number how many pregnancies mother has had
	TOTAL_PREVIOUS_LIVE_BIRTHS	Fill in number how many infants born alive for mother
	TOTAL_PREVIOUS_FETAL_DEATHS	Fill in number how many infants stillborn regardless of

Category	Data Element	Description
		gestational age
<b>Prenatal Risk Factors Level Data Elements</b>	CONTACT_NUMBER	Entered when entering infant demographics(mother tel #) xxx-xxx-xxxx
	CREATE_DATE	Record/entry creation date(not a data entry field)
	CREATED_BY	Person ID who is creating the record/entry(not a data entry field)
	INFANT_ID	Unique ID assigned to infant ? by the system (not a data entry field)
	PRENATAL_ID	Unknown at this time how obtained – (not a data entry field)
	RISK_FACTOR_CODE	Populates once risk factors are checked off?
<b>SMS Level Data Elements</b> (Special Medical Services)	INFANT_ID	Populated by an upload from the SMS System
	BATCHID	Populated by an upload from the SMS System
	BIRTH_HOSPITAL	Populated by an upload from the SMS System
	CDC_DX_CODE_1	Populated by an upload from the SMS System
	CDC_DX_CODE_2	Populated by an upload from the SMS System
	CDC_DX_CODE_3	Populated by an upload from the SMS System
	CDC_DX_CODE_4	Populated by an upload from the SMS System
	CDC_DX_CODE_5	Populated by an upload from the SMS System
	FIELDS_MATCHED	Populated by an upload from the SMS System
	FIELDS_UNMATCHED	Populated by an upload from the SMS System
	INFANT_COUNTY	Populated by an upload from the SMS System
	INFANT_TOWN	Populated by an upload from the SMS System
	INSURANCE_CODE	Populated by an upload from the SMS System
	MEDICAID_CODE	Populated by an upload from the SMS System
	MOTHER_FIRST_NAME	Populated by an upload from the SMS System
	MOTHER_LAST_NAME	Populated by an upload from the SMS System
	MOTHERS_MAIDEN_NAME	Populated by an upload from the SMS System
	NO_MATCH	Populated by an upload from the SMS System
	PIH_FLAG	Populated by an upload from the SMS System
	PIH_RECORD_NUMBER	Populated by an upload from the SMS System
	PROGRAM_BEGIN_DATE_1	Populated by an upload from the SMS System
	PROGRAM_BEGIN_DATE_2	Populated by an upload from the SMS System
	PROGRAM_BEGIN_DATE_3	Populated by an upload from the SMS System
	PROGRAM_CODE_1	Populated by an upload from the SMS System
	PROGRAM_CODE_2	Populated by an upload from the SMS System
	PROGRAM_CODE_3	Populated by an upload from the SMS System
	PROGRAM_END_DATE_1	Populated by an upload from the SMS System
	PROGRAM_END_DATE_2	Populated by an upload from the SMS System
	PROGRAM_END_DATE_3	Populated by an upload from the SMS System
	PROGRAM_STATUS_1	Populated by an upload from the SMS System
	PROGRAM_STATUS_2	Populated by an upload from the SMS System
	PROGRAM_STATUS_3	Populated by an upload from the SMS System
	SMS_CASE_NUMBER	Populated by an upload from the SMS System
SMS_DIAG_CODE_1	Populated by an upload from the SMS System	
SMS_DIAG_CODE_2	Populated by an upload from the SMS System	
SMS_DIAG_CODE_3	Populated by an upload from the SMS System	
SMS_DIAG_CODE_4	Populated by an upload from the SMS System	
SMS_DIAG_CODE_5	Populated by an upload from the SMS System	
SMS_INFANT_DATE_OF_BIRTH	Populated by an upload from the SMS System	
SMS_INFANT_FIRST_NAME	Populated by an upload from the SMS System	
SMS_INFANT_GENDER	Populated by an upload from the SMS System	
SMS_INFANT_LAST_NAME	Populated by an upload from the SMS System	
SMS_INFANT_MIDDLE_NAME	Populated by an upload from the SMS System	
UPLOAD_DATE	Populated by an upload from the SMS System	
WEIGHT_MATCH_FACTOR	Populated by an upload from the SMS System	
WEIGHT_MATCH_FACTOR_FUZZY	Populated by an upload from the SMS System	

2. **Attachment A2 - Data Elements-Critical Congenital Heart Defect** (No current system, desired elements)

Data Element	Description
1st Screening Result Either foot	Pulse Oximetry result
1st Screening Result Right Hand	Pulse Oximetry result
2nd Screening Result Either foot	Pulse Oximetry result

Data Element	Description
2nd Screening Result Right Hand	Pulse Oximetry result
3rd Screening Result Either foot	Pulse Oximetry result
3rd Screening Result Right Hand	Pulse Oximetry result
Birth Weight	Baby's weight at birth
Birthing Facility Address/Contact	Address where baby was born
Birthing Facility ID/Name	Name of hospital or free standing birth facility
Child ID	Unique numerical identifier
Child Name	Name of baby being screened
Date of Birth	Date baby was born
Date of Diagnosis	Diagnosis of Critical Congenital Cardiac Disorder
Date of Diagnostic Evaluation	Evaluation done to confirm diagnosis
Date of Screening	Date of Initial Pulse Oximetry screening
Days in NICU (if applicable)	How many days was baby in Neonatal Intensive Care
Echo Cardiogram date	Date that an Echo Cardiogram was performed
Echo Results	The results of the Echo Cardiogram
Gender	Sex of the child
Home Birth or Hospital Birth	Baby born at home, in a free standing birth center or in a hospital
Maternal Date of Birth	Date mother was born
Mother's Name	Mother's first and last name
Mother's Residence Address/Contact	Mother's home address
Outcome	Disposition after initial pulse oximetry screening
Plurality and Order	Number of fetus produced by a single pregnancy and number assigned for order of birth
Provider Referred to	Name of Cardiologist baby is referred to
Result of Diagnostic Evaluation	Result of evaluation to confirm diagnosis
Time of Birth	Time baby was born
Time of Screening 1	Time screening was performed
Time of Screening 2	Time screening was performed
Time of Screening 3	Time screening was performed
Was the baby in NICU?	Neonatal Intensive Care unit

3. **Attachment A3 - Data Elements-Early Hearing Detection & Intervention (EHD)** (based on current vendor-provided system)

Category	Data Element	Description
<b>Child Level Data Elements</b>	Adoption Status	Whether the child is up for adoption or not
	Birth Weight	Weight (in terms of grams or pounds and ounces) of the infant or fetus at delivery
	Birthing Facility Address	Facility address where infant was born
	Birthing Facility ID/Name	Facility infant was born at
	Child ID	A code or number that uniquely identifies each case or record
	Child Name	Childs first and last name
	Date of Birth	Day the infant was born (MM/DD/YYYY)
	Father's Address/Contact	Geographical location where the father was living at the time of the outcome of the index
	Father's Date of Birth	Fathers date of birth (MM/DD/YYYY)
	Fathers Education	Fathers highest education
	Father's Ethnicity	A category of social group that has a common national or cultural tradition; ethnicity is a designation separate
	Father's Name	Fathers first and last name
	Father's Race	The race(s) that best describes what the mother considers herself to be.
	Gender	Male, Female, Unknown
	Home Birth or Hospital Birth	Infant born at a facility other than hospital (home or birth center)
	Insurance Type	Type of insurance at the time of delivery (private, Medicaid, NH CHIP, Other, Other Government, Self-pay)
	Maternal Date of Birth	Mothers date of birth (MM/DD/YYYY)
	Maternal Education	Mother's highest education
	Maternal Ethnicity	A category of social group that has a common national or cultural tradition; ethnicity is a designation separate
	Maternal Race	The race(s) that best describes what the mother considers herself to be
	Mother's Name	Mother's first and last name
	Mothers Phone number	Mothers phone number (xxx-xxx-xxxx)
	Mother's Residence Address	Geographical location where the mother was living at the time of the outcome of the index pregnancy: street address, city, county, state, and zip code; or equivalent.
Order	Order in which infant was born (A, B, C)	
Plurality	Number of fetuses delivered live or dead at any time in the pregnancy	
Time of Birth	Time infant was born	
<b>Hearing Screening Data Elements</b>	Date of Screening	Date (MM/DD/YYYY) infant received its first screen
	Date of Transfer	Date infant was transferred to another facility
	Days in NICU (if applicable)	Number of days in a higher level of care unit
	Disposition	Rescreen, refer, or diagnostic test
	Reason for not Performed	Reason infant was not screened
	Receiving Facility Address	Address of the facility to which the newborn was transferred (if live born infant was transferred from the birthing facility to another facility within 24 hours of delivery)
	Receiving Facility Name	Name of the facility to which the newborn was transferred (if live born infant was transferred from the birthing facility to another facility within 24 hours of delivery)
	Risk Factors for Hearing Loss (collected at	Risk factors associated with hearing loss

Category	Data Element	Description
	birth)	
	Screening Facility Address	Address that infant was screened at
	Screening Facility ID or Name	Facility name infant was screened at
	Screening Method (Left Ear)	Type of equipment
	Screening Method (Right Ear)	Type of equipment
	Screening Result (Left Ear)	Results of the left ear
	Screening Result (Right Ear)	Results of the Right ear
	Time of Screening	Time infant received its hearing screen
	Transferring Facility Address	Address of the facility that is transferring the infant from
	Transferring Facility Name	Name of the facility that is transferring the infant from
	Was the baby in NICU?	Yes, No
<b>Rescreen Data Elements</b>	Date of Referral Made to Follow-up Service	Date follow up is scheduled for
	Date of Rescreen	Date infant was rescreened
	Method of Rescreen - Left ear	Type of screening equipment
	Method of Rescreen - Right ear	Type of screening equipment
	Provider Referred to	Where the provider referred the infant (Diagnostic Center)
	Rescreen Disposition	Infants rescreen results
	Rescreening Facility Address	Address of facility infant was rescreened at
	Rescreening Facility Name	Facility infant was rescreened at
	Result of Rescreen - Left ear	Rescreen result
	Result of Rescreen - Right ear	Rescreen result
<b>Diagnostic Data Elements</b>	Audiologist Name	First and last name of Audiologist
	Date of Diagnosis	Date of diagnosis
	Date of Diagnostic Evaluation	Date infant had its diagnostic test (MM/DD/YYYY)
	Degree of Hearing Loss - Left Ear	Degree of hearing loss
	Degree of Hearing Loss - Right Ear	Degree of hearing loss
	Diagnostic Evaluation Disposition/Recommended Referrals	Infants status with diagnostic testing and services
	Evaluation Site Address	Diagnostic Center address
	Evaluation Site Name	Diagnostic Center name
	Follow-up Appointment Date	Future appointment date (MM/DD/YYYY)
	Laterality of Hearing Loss	Ear/s that have a hearing loss
	Reason for not Receiving Recommended Rescreen/Diagnostic Evaluation Service	Reason infant was not re-screened or completed diagnostic test
	Result of Diagnostic Evaluation - Left Ear	Result of diagnostic test
	Result of Diagnostic Evaluation - Right Ear	Result of diagnostic test
	Risk Factors (Collected at Diagnostic Evaluation)	Risk factors associated with hearing loss
	Type of Diagnostic Test - Left Ear	Equipment used to complete diagnostic test
	Type of Diagnostic Test - Right Ear	Equipment used to complete diagnostic test
	Type of Hearing Loss - Left Ear	Type of hearing loss (drop down list)
	Type of Hearing Loss - Right Ear	Type of hearing loss (drop down list)
<b>Part C Data Elements</b>	Date of Non-Part C EI Enrollment	Date of enrollment in non part agencies
	Date of Part C EI Enrollment (Date when IFSP is Signed)	Date of enrollment into early intervention (mm/DD/YYYY)
	Date of Referral to Part C	Date of referral to early intervention (MM/DD/YYYY)
	Intervention Method	Hearing Aid, Cochlear Implant
	Outcome	Results of early intervention/medical devices
	Part C Eligibility	Infant eligible for early intervention services

4. **Attachment A4 - Data Elements-Newborn Screening (NBS)** (based on current vendor-provided system)

Data Element	Description
Birth Plurality	Number of fetus produced by a single pregnancy
Birth Date	Date baby is born MM/DD/YYYY
Birth Order	In a plural pregnancy, number assigned for order of birth
Birth Place	Where the baby was born
Birth Weight	How much the baby weighed at birth
Child ID #	Unique number or code for each child
Child's First Name	First name of baby being screened
Childs Last Name	Sir name of baby being screened
City	City where mother lives
Deceased	(Y/N) Infant born alive and died prior to birth certificate being filed
Facility Transferred To	Name of facity baby was transferred to
Lab #	Unique identifier for each specimen – Guthrie #
Date of Screening	Date blood spot screening was done
Maiden Name	Mother's last name prior to being married
Medical Record #	Hospital record number
Mom's Date of Birth	Date mother was born MM/DD/YYYY
Mom's First Name	First name of baby's mother
Mom's Last Name	Sir name of baby's mother
Sex	Male, Female or unknown
State	State where mother lives
Street Address	Mother's street address
Zip Code	Mother's address zip code

5. **Attachment A5** – Data Elements-**Perinatal Client Data Form (PCDF)** system) (based on current vendor-provided system).

Data Element	Description																																																				
Sitenum	Agency Site Name (as code)																																																				
Client ID																																																					
Payment	Source of Payment 1-Medicaid 2-NH CHIP 3-Other Government 4-Private Insurance 5-Self Pay 6-Other																																																				
Mother's Name Last	Mother's Last Name																																																				
Mother's Name First	Mother's First name																																																				
Mother's Maiden Name	Mother's last name prior to being married																																																				
Mother's DOB	Mother's Date of Birth MM/DD/YYYY																																																				
Mother's Hispanic Origin	0=No 1=Yes 7=Mother refused 9=Unknown to mother <table border="1"> <thead> <tr> <th>Choice</th> <th>Len</th> <th>Type</th> <th>Values</th> </tr> </thead> <tbody> <tr> <td>No, not Spanish/Hispanic/Latino</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Yes, Mexican, Mexican American, Chicano</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Yes, Puerto Rican</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Yes, Cuban</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Yes, Other Spanish/Hispanic/Latino</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>If mother's Origin = 'Yes, Other Spanish/Hispanic/Latino', specify the country of origina</td> <td>20</td> <td>Text</td> <td>Text or blank</td> </tr> </tbody> </table>	Choice	Len	Type	Values	No, not Spanish/Hispanic/Latino	1	Whole Num	0,1,7,9	Yes, Mexican, Mexican American, Chicano	1	Whole Num	0,1,7,9	Yes, Puerto Rican	1	Whole Num	0,1,7,9	Yes, Cuban	1	Whole Num	0,1,7,9	Yes, Other Spanish/Hispanic/Latino	1	Whole Num	0,1,7,9	If mother's Origin = 'Yes, Other Spanish/Hispanic/Latino', specify the country of origina	20	Text	Text or blank																								
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Mother's Race	0=No 1=Yes 7=Mother refused 9=Unknown to mother <table border="1"> <thead> <tr> <th>Choice</th> <th>Len</th> <th>Type</th> <th>Values</th> </tr> </thead> <tbody> <tr> <td>White</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Black or African American</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>American indian or Alaska Native</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>(Name of enrolled or principal tribe)</td> <td>20</td> <td>Text</td> <td>Text or blank</td> </tr> <tr> <td>Asian Indian</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Chinese</td> <td>20</td> <td>Text</td> <td>Text or blank</td> </tr> <tr> <td>Filipino</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Japanese</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Korean</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Vietnamese</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Other Asian</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>(Specify)</td> <td>20</td> <td>Text</td> <td>Text or blank</td> </tr> </tbody> </table>	Choice	Len	Type	Values	White	1	Whole Num	0,1,7,9	Black or African American	1	Whole Num	0,1,7,9	American indian or Alaska Native	1	Whole Num	0,1,7,9	(Name of enrolled or principal tribe)	20	Text	Text or blank	Asian Indian	1	Whole Num	0,1,7,9	Chinese	20	Text	Text or blank	Filipino	1	Whole Num	0,1,7,9	Japanese	1	Whole Num	0,1,7,9	Korean	1	Whole Num	0,1,7,9	Vietnamese	1	Whole Num	0,1,7,9	Other Asian	1	Whole Num	0,1,7,9	(Specify)	20	Text	Text or blank
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Father's Name First	Text or 7=Client refused, 9=Unknown to client																																																				
Father's Name Last	Text or 7=Client refused, 9=Unknown to client																																																				
Family Size	Whole numbers 1-25 or 77=Client refused Family Size = Group of children and/or adults related by marriage, birth or adoption that live together and share their income.																																																				
Gross Annual Family Income	Whole numbers 1-300000 777777 = Client refused 999999 = Unknown to Client																																																				
Pregnancy Intention	1=you wanted to be pregnant sooner 2=you wanted to be pregnant later 3=you wanted to be pregnant then 4=You did not want to be pregnant then or at any time in the future 7=Refused 9=Don't know/don't remember																																																				

Data Element	Description																																																																								
Contraceptive Method at Time of Conception	<p>0=No 1=Yes 7=Client refused 9=Unknown to client/doesn't remember</p> <table border="1"> <thead> <tr> <th>Choice</th> <th>Len</th> <th>Type</th> <th>Values</th> </tr> </thead> <tbody> <tr> <td>Tubal ligation</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Vasectomy</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Pills</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Condoms</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Monthly shot</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Every 3 month shot</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Patch</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Diaphragm</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Vaginal ring</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>IUD</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Rhythm method</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Natural family planning</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Withdrawal</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Abstinence</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>Other</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> <tr> <td>(Other Text)</td> <td>20</td> <td>Text</td> <td>Complete if "Other" = 1</td> </tr> <tr> <td>Nothing</td> <td>1</td> <td>Whole Num</td> <td>0,1,7,9</td> </tr> </tbody> </table>	Choice	Len	Type	Values	Tubal ligation	1	Whole Num	0,1,7,9	Vasectomy	1	Whole Num	0,1,7,9	Pills	1	Whole Num	0,1,7,9	Condoms	1	Whole Num	0,1,7,9	Monthly shot	1	Whole Num	0,1,7,9	Every 3 month shot	1	Whole Num	0,1,7,9	Patch	1	Whole Num	0,1,7,9	Diaphragm	1	Whole Num	0,1,7,9	Vaginal ring	1	Whole Num	0,1,7,9	IUD	1	Whole Num	0,1,7,9	Rhythm method	1	Whole Num	0,1,7,9	Natural family planning	1	Whole Num	0,1,7,9	Withdrawal	1	Whole Num	0,1,7,9	Abstinence	1	Whole Num	0,1,7,9	Other	1	Whole Num	0,1,7,9	(Other Text)	20	Text	Complete if "Other" = 1	Nothing	1	Whole Num	0,1,7,9
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Date Last Menses Began	<p>Year – Last menstrual period began  Month – Last menstrual period began  Day – Last menstrual period began  99 and 9999 = Unknown to client</p> <table border="1"> <thead> <tr> <th>Choice</th> <th>Len</th> <th>Type</th> <th>Values</th> </tr> </thead> <tbody> <tr> <td>Year</td> <td>4</td> <td>Whole Num</td> <td>Must be current year, 1-2 years less than current year or 9999</td> </tr> <tr> <td>Month</td> <td>2</td> <td>Whole Num</td> <td>01-12, 99</td> </tr> <tr> <td>Day</td> <td>2</td> <td>Whole Num</td> <td>01-31 (based on month) 99</td> </tr> </tbody> </table>	Choice	Len	Type	Values	Year	4	Whole Num	Must be current year, 1-2 years less than current year or 9999	Month	2	Whole Num	01-12, 99	Day	2	Whole Num	01-31 (based on month) 99																																																								
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Date of First Prenatal Visit	<p>Year – Date of first prenatal year  Month – Date of first prenatal visit month  Day – Date of first prenatal visit day  99 and 9999 = Unknown to client</p> <table border="1"> <thead> <tr> <th>Choice</th> <th>Len</th> <th>Type</th> <th>Values</th> </tr> </thead> <tbody> <tr> <td>Year</td> <td>4</td> <td>Whole Num</td> <td>Must be current year or current year minus one or 9999</td> </tr> <tr> <td>Month</td> <td>2</td> <td>Whole Num</td> <td>01-12, 99</td> </tr> <tr> <td>Day</td> <td>2</td> <td>Whole Num</td> <td>01-31 (based on month) 99</td> </tr> </tbody> </table>	Choice	Len	Type	Values	Year	4	Whole Num	Must be current year or current year minus one or 9999	Month	2	Whole Num	01-12, 99	Day	2	Whole Num	01-31 (based on month) 99																																																								
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Total Number of Prenatal Visits	<p>0-98 (0 = None)  99 = Unknown</p>																																																																								
HIV Test Administered	<p>0 = No, testing was not offered  1 = Yes  7 = No, client refused to be tested</p>																																																																								
Maternal Tobacco use	<p>0 = Client did not smoke  555 = Agency did not collect  777 = Client refused</p> <table border="1"> <thead> <tr> <th>Choice</th> <th>Len</th> <th>Type</th> <th>Values</th> </tr> </thead> <tbody> <tr> <td>During the 3 months prior to pregnancy, number of cigarettes smoked per day</td> <td>3</td> <td>Whole Num</td> <td>0-98 555 777</td> </tr> <tr> <td>During the 3 months prior to pregnancy, number of packs smoked per day</td> <td>1</td> <td>Whole Num</td> <td>1-5</td> </tr> <tr> <td>Number of cigarettes smoked per day in first 3 months of pregnancy?</td> <td>3</td> <td>Whole Num</td> <td>0-98 555 777</td> </tr> <tr> <td>Number of packs smoked per</td> <td>1</td> <td>Whole Num</td> <td>1-5</td> </tr> </tbody> </table>	Choice	Len	Type	Values	During the 3 months prior to pregnancy, number of cigarettes smoked per day	3	Whole Num	0-98 555 777	During the 3 months prior to pregnancy, number of packs smoked per day	1	Whole Num	1-5	Number of cigarettes smoked per day in first 3 months of pregnancy?	3	Whole Num	0-98 555 777	Number of packs smoked per	1	Whole Num	1-5																																																				
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	Number of cigarettes smoked per day in last 3 months of pregnancy?	3	Whole Num	0-98 555 777																
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Environmental Tobacco Exposure	1-24 = Number of hours 25 = Less than 1 hour per day 26 = Never in the same room with a smoker 66 = agency did not collect this information 77 = Client refused																			
Program Outcome	Program outcome is the end of the care your agency provided for the client, or 60 days post-partum, whichever occurs first. Whole Number 1-5 1 = Followed to Completion 2 = Lost to follow-up 3 = Transferred to Other MCH-funded Agency If # 3, Program Outcome Site is required. 4 = Transferred to Other Provider 5 = Transferred to Tertiary (Specialty) Care																			
Program Outcome Site	100 = Ammonoosue CHC 110 = Avis Goodwin CHC–Dover 111 = Avis Goodwin CHC–Rochester 120 = Belknap Merrimack/CAP CHC 130 = Capital Region CHC 140 = Coos County CHC 150 = Families First CHC 160 = Health First CHC 170 = Lamprey CHC–Newmarket 171 = Lamprey CHC–Raymond 172 = Lamprey CHC–Nashua 180 = Manchester CHC 190 = Good Beginnings of Sullivan County 200 = White Mountain CHC 210 = Dartmouth Hitchcock, Indian Stream																			
Date of Program Outcome	Year = Program outcome year Month = Program outcome month Day = Program outcome day 99 and 9999 = Unknown day <table border="1" data-bbox="889 1129 1349 1451"> <thead> <tr> <th>Choice</th> <th>Len</th> <th>Type</th> <th>Values</th> </tr> </thead> <tbody> <tr> <td>Year</td> <td>4</td> <td>Whole Num</td> <td>Must be equal to current year or current year minus one</td> </tr> <tr> <td>Month</td> <td>2</td> <td>Whole Num</td> <td>01-12, 99</td> </tr> <tr> <td>Day</td> <td>2</td> <td>Whole Num</td> <td>01-31 (based on month) 99</td> </tr> </tbody> </table>				Choice	Len	Type	Values	Year	4	Whole Num	Must be equal to current year or current year minus one	Month	2	Whole Num	01-12, 99	Day	2	Whole Num	01-31 (based on month) 99
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Pregnancy Outcome	1 = Live birth 2 = Spontaneous abortion 3 = Therapeutic abortion 4 = Fetal Death 9 = Unknown																			
Plurality	1-8 = Total number of births and fetal deaths from this pregnancy 1 = Single 2 = Twins 3 = Triplets 4 = Quadruplets 5 = Quintuplets 6 = Sextuplets 7 = Septuplets 8 = Eight and above 9 = Unknown																			
Date of Pregnancy Outcome	Year = Pregnancy outcome year Month = Pregnancy outcome month Day = Pregnancy outcome day																			

Data Element	Description																																												
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Place of Pregnancy Outcome (Name of Facility)	<p>Facility Code = 0-19, 23-26, 28-29 If = 0, "Other Facility" must be completed.</p>																																												
Place of Pregnancy Outcome –Other Facility	50 Free Text																																												
Infant's Name First	50 Free Text or 9 = Unknown/Not applicable																																												
Infant's Name Last	50 Free Text or 9 = Unknown/Not applicable																																												
Infant's Sex	<p>1 = Male 2 = Female 3 = Not yet determined 9 = Unknown to agency/Not applicable</p>																																												
Date of the Last Follow-up Visit (e.g., Postpartum)	<p>00, 0000 = Maternal death 99, 9999 = Unknown (due to client lost to follow-up or transferred)</p> <table border="1"> <thead> <tr> <th>Choice</th> <th>Len</th> <th>Type</th> <th>Values</th> </tr> </thead> <tbody> <tr> <td>Year</td> <td>4</td> <td>Whole Num</td> <td>Must be equal to current year or current year minus one 0000 or 9999</td> </tr> <tr> <td>Month</td> <td>2</td> <td>Whole Num</td> <td>01-12, 00, 99</td> </tr> <tr> <td>Day</td> <td>2</td> <td>Whole Num</td> <td>01-31 (based on month) 00, 99</td> </tr> </tbody> </table>	Choice	Len	Type	Values	Year	4	Whole Num	Must be equal to current year or current year minus one 0000 or 9999	Month	2	Whole Num	01-12, 00, 99	Day	2	Whole Num	01-31 (based on month) 00, 99																												
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Day	2	Whole Num	01-31 (based on month) 00, 99																																										
Tobacco Use at Time of Last Follow-up Visit	<p>Number of cigarettes, average per day, between end of pregnancy and follow-up visit 0-98 (0 = Did not smoke)1-98 555 = Agency did not collect this information 777 = Client refused 888 = Maternal death 999 = Unknown (program outcome of "Lost to Follow-up" or "Transferred...")</p>																																												
Contraceptive Method at Last Follow-up Visit	<p>0 = No 1 = Yes 7 = Client refused to answer 9 = Unknown to client/client doesn't remember 99 = Unknown to agency (did not collect this information) 999 = Unknown because lost to follow-up or transferred 00 = Maternal death</p> <table border="1"> <thead> <tr> <th>Choice</th> <th>Len</th> <th>Type</th> <th>Values</th> </tr> </thead> <tbody> <tr> <td>Tubal ligation</td> <td>3</td> <td>Whole Num</td> <td>0,1,7,9, 99, 999, 00</td> </tr> <tr> <td>Vasectomy</td> <td>3</td> <td>Whole Num</td> <td>0,1,7,9, 99, 999, 00</td> </tr> <tr> <td>Pills</td> <td>3</td> <td>Whole Num</td> <td>0,1,7,9, 99, 999, 00</td> </tr> <tr> <td>Condoms</td> <td>3</td> <td>Whole Num</td> <td>0,1,7,9, 99, 999, 00</td> </tr> <tr> <td>Monthly shot</td> <td>3</td> <td>Whole Num</td> <td>0,1,7,9, 99, 999, 00</td> </tr> <tr> <td>Every 3 month shot</td> <td>3</td> <td>Whole Num</td> <td>0,1,7,9, 99, 999, 00</td> </tr> <tr> <td>Patch</td> <td>3</td> <td>Whole Num</td> <td>0,1,7,9, 99, 999, 00</td> </tr> <tr> <td>Diaphragm</td> <td>3</td> <td>Whole Num</td> <td>0,1,7,9, 99, 999, 00</td> </tr> <tr> <td>Vaginal ring</td> <td>3</td> <td>Whole Num</td> <td>0,1,7,9, 99, 999, 00</td> </tr> <tr> <td>IUD</td> <td>3</td> <td>Whole Num</td> <td>0,1,7,9, 99,</td> </tr> </tbody> </table>	Choice	Len	Type	Values	Tubal ligation	3	Whole Num	0,1,7,9, 99, 999, 00	Vasectomy	3	Whole Num	0,1,7,9, 99, 999, 00	Pills	3	Whole Num	0,1,7,9, 99, 999, 00	Condoms	3	Whole Num	0,1,7,9, 99, 999, 00	Monthly shot	3	Whole Num	0,1,7,9, 99, 999, 00	Every 3 month shot	3	Whole Num	0,1,7,9, 99, 999, 00	Patch	3	Whole Num	0,1,7,9, 99, 999, 00	Diaphragm	3	Whole Num	0,1,7,9, 99, 999, 00	Vaginal ring	3	Whole Num	0,1,7,9, 99, 999, 00	IUD	3	Whole Num	0,1,7,9, 99,
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IUD	3	Whole Num	0,1,7,9, 99,																																										

Data Element	Description																			
				999, 00																
	Rhythm method	3	Whole Num	0,1,7,9, 99, 999, 00																
	Natural family planning	3	Whole Num	0,1,7,9, 99, 999, 00																
	Withdrawal	3	Whole Num	0,1,7,9, 99, 999, 00																
	Abstinence	3	Whole Num	0,1,7,9, 99, 999, 00																
	Other	3	Whole Num	0,1,7,9, 99, 999, 00																
	(Other Text)	20	Text	Complete if "Other" = 1																
	Nothing	3	Whole Num	0,1,7,9																
Depression Screening at Any Follow-up Visit (e.g., Postpartum)	0 = No, agency did not screen 1 = Yes 7 = No, client refused screening 9 = Unknown 00 = Maternal death																			
Date of Depression Screening	00, 0000 = Maternal death 99, 9999 = Unknown 88, 8888 = Not applicable <table border="1" data-bbox="889 604 1370 907"> <thead> <tr> <th data-bbox="896 613 1105 640">Choice</th> <th data-bbox="1112 613 1159 640">Len</th> <th data-bbox="1166 613 1252 640">Type</th> <th data-bbox="1258 613 1370 640">Values</th> </tr> </thead> <tbody> <tr> <td data-bbox="896 640 1105 787">Year</td> <td data-bbox="1112 640 1159 787">4</td> <td data-bbox="1166 640 1252 787">Whole Num</td> <td data-bbox="1258 640 1370 787">Must be current year or current year minus one, 0000, 8888, 9999</td> </tr> <tr> <td data-bbox="896 787 1105 829">Month</td> <td data-bbox="1112 787 1159 829">2</td> <td data-bbox="1166 787 1252 829">Whole Num</td> <td data-bbox="1258 787 1370 829">01-12, 00, 88, 99</td> </tr> <tr> <td data-bbox="896 829 1105 907">Day</td> <td data-bbox="1112 829 1159 907">2</td> <td data-bbox="1166 829 1252 907">Whole Num</td> <td data-bbox="1258 829 1370 907">01-31 (based on month) 00, 88, 99</td> </tr> </tbody> </table>				Choice	Len	Type	Values	Year	4	Whole Num	Must be current year or current year minus one, 0000, 8888, 9999	Month	2	Whole Num	01-12, 00, 88, 99	Day	2	Whole Num	01-31 (based on month) 00, 88, 99
Choice	Len	Type	Values																	
Year	4	Whole Num	Must be current year or current year minus one, 0000, 8888, 9999																	
Month	2	Whole Num	01-12, 00, 88, 99																	
Day	2	Whole Num	01-31 (based on month) 00, 88, 99																	

# 1. Attachment A6 – Birth Conditions Reports (based on current system)

## Filters for ALL Birth Condition Reports:

**Birth Conditions Reports Listing**

Reports Filter Criteria

Filter Criteria

Infant's Last Name

Infant's Race

Infant's Gender

Date of Birth Between  And  (MM/DD/YYYY)

Infant's Birth Hospital

Infant Status

Defect Status

Diagnosis  --> ICD Codes

Maternal Age  to  in years --> CDC Codes

Counties

City

Output to Excel File

### A6.1 Birth Conditions - Infants by Diagnosis Report

**Report Results-Infant(s) by Diagnosis**

Report Parameters

Infant Date of Birth: Between 01-Jan-2009 and 31-Dec-2013

Infant(s) by Diagnosis

Mother's Name	Infant's Name	Infant DOB	ICD	ICD Description	CDC	CDC Description	Birth Weight	Date of Birth	Mother's DOB	Father's DOB
			7491	Cleft Lip*	74911	Cleft Lip, Bilateral	Not Specified			
			7582	Edwards' Syndrome	7582	Edwards Syndrome, Karyotype Trisomy 18, Cytogenetic Result In Record	2289 grams			
			7526	Male Hypoplasia/Tripagus*	752625	Comp. Chordae With 1*, Coronal Hypoplasia	3326 grams			
			7526	Male Hypoplasia/Tripagus*	752607	1*, Perinatal, Scrotal	1531 grams			
			7552	Abduct Deform Upper Limb*	75524	Absence Of Hand Or Fingers, Absent Hand Or Fingers (Total Or Partial) Not In Conjunction With Ray Or Long Bone Reduction, Includes: Rudimentary Or Nubbin Fingers, Absent Individual Phalanges, Absent Or Missing Fingers, Not Exclude Isolated Absent Or Hypoplastic Thumb (Use 753.262)	1531 grams			
			7452	Tetralogy Fallot	7452	Fallot Tetralogy	1531 grams			
			7469	Cleft Palate & Cleft Lip*	74699	Cleft Palate, Non-Palatoschisis	1531 grams			
			7512	Atrocia Large Intestine	75124	Stenosis, Atrocia Or Absence Of Anus Without Mention Of Fistula, Includes: Imperforate Anus Without Fistula	1531 grams			
			7526	Male Hypoplasia/Tripagus*	752625	Comp. Chordae With 1*, Coronal Hypoplasia	3799 grams			
			7526	Male Hypoplasia/Tripagus*	752621	Congenital Chordae Alone (Chordae W/O Hypoplasia)	3366 grams			
			7526	Male Hypoplasia/Tripagus*	752623	Comp. Chordae With 1*, Coronal Hypoplasia	4230 grams			
			7471	Coarctation Aorta*	7471	Preductal (Prevalvular) Coarctation Of Aorta	Not Specified			
			7505	Comp. Pulvic Stenosis	75051	Congenital Hypertrophic Pulvic Stenosis	Not Specified			
			7526	Male Hypoplasia/Tripagus*	75262	Congenital Chordae (With Hypoplasia), Not	2053 grams			
			7526	Male Hypoplasia/Tripagus*	75263	Congenital Chordae (With Hypoplasia), Not	2523 grams			
			7421	Microcephalia	7421	Microcephalia	2695 grams			
			7469	Cleft Palate & Cleft Lip*	74697	Cleft Soft Palate, Alone, Not	2160 grams			
			7526	Male Hypoplasia/Tripagus*	752605	1*, Glanular, Coronal	4230 grams			
			758	Chromosomal Anomalies*	75809	Down Syndrome, Not (I.E. Chart Status A Diagnosis Of Trisomy 21 Or Down Syndrome, But No Cytogenetic Result In Record)	2670 grams			

### A6.2 Birth Conditions - Risks Factors Report

**Report Results-Risk Factors Report**

Report Parameters

Infant Date of Birth: Between 01-Jan-2010 and 31-Dec-2011

Risk Factors Report

Infant ID	CDC Diagnosis	Maternal Risk Factor
	Congenital Hypertrophic Pulvic Stenosis	Tobacco Use During Pregnancy
	Stenosis, Atrocia Or Absence Of Anus With Fistula, Includes: Imperforate Anus With Fistula	Diabetes, Not Controlled
	Comp. Chordae With 1*, Perinatal, Scrotal Hypoplasia	Gestational Diabetes
	Comp. Chordae With 1*, Perinatal, Scrotal Hypoplasia	Breech/Amplia
	Congenital Hypertrophic Pulvic Stenosis	Tobacco Use During Pregnancy
	Pericardiothoracic Vest	Tobacco Use During Pregnancy
	Congenital Hydrocephalus	Hypothyroidism
	Congenital Hydrocephalus	Maternal History Of Birth Defects
	Cleft Lip, Unilateral	Maternal History Of Birth Defects
	Cleft Lip, Unilateral	Maternal History Of Birth Defects
	Cleft Soft Palate, Alone, Not	Maternal History Of Birth Defects
	Cleft Soft Palate, Alone, Not	Tobacco Use During Pregnancy
	Microcephalia	Tobacco Use During Pregnancy
	Down Syndrome, Karyotype Trisomy 21, Cytogenetic Result In Record	Diabetes, Not Controlled
	Stenosis Of Pulmonary Valve, See 746.955 If Valve Not Specified E.G., "Pulmonary Stenosis"; Excludes: Pulmonary Infundibular Stenosis (Use 746.830)	Gestational Diabetes
	Congenital Hypertrophic Pulvic Stenosis	Tobacco Use During Pregnancy
	Congenital Chordae Alone (Chordae W/O Hypoplasia)	Assisted Reproductive Method
	Comp. Chordae With 1*, Coronal Hypoplasia	Hypothyroidism
	Microcephalia	Hypothyroidism
	Diaphragmatic Hernia (Bochdalek)	Hypothyroidism
	Comp. Chordae With 1*, Coronal Hypoplasia	Tobacco Use During Pregnancy
	Unspecified Hydrocephaly, Not	Tobacco Use During Pregnancy
	Ostium (Septum) Secundum Defect	Maternal History Of Birth Defects
	Ostium (Septum) Secundum Defect	Tobacco Use During Pregnancy
	Patent Ductus Arteriosus (PDA), 1) Always Code If 756 Weeks Of Gestation And Defect Last Noted At 16 Weeks Of Age, 2) If 756 Weeks Gestation And Defect Last Noted <6 Weeks Of Age, Code Only If The Pda Was Treated (E.G. By Ligated Or Indomethacin) Or If Another Reportable Defect Is Present, 3) Never Code If <30 Weeks Gestation Or If Treated With Prostaglandin Synthase Of Gestational Age, (See Pda Tree Appendix)	Maternal History Of Birth Defects
	Patent Ductus Arteriosus (PDA), 1) Always Code If 756 Weeks Of Gestation And Defect Last Noted At 16 Weeks Of Age, 2) If 756 Weeks Gestation And Defect Last Noted <6 Weeks Of Age, Code Only If The Pda Was Treated (E.G. By Ligated Or Indomethacin) Or If Another Reportable Defect Is Present, 3) Never Code If <30 Weeks Gestation Or If Treated With Prostaglandin Synthase Of Gestational Age, (See Pda Tree Appendix)	Tobacco Use During Pregnancy
	Pericardiothoracic Vest	Maternal History Of Birth Defects
	Pericardiothoracic Vest	Tobacco Use During Pregnancy
	Cataract, Not	Tobacco Use During Pregnancy
	Cleft Lip, Unilateral, With Any Cleft Palate	Maternal History Of Birth Defects

A6.3 Birth Conditions – Opt Out Report Detail

Report Results-Opt Out Report Detail	
Report Parameters	
Infant Date of Birth: Between 01-JAN-2010 and 31-DEC-2011	
Opt Out Report Detail	
# Opt Out	# Returned mail
42	14

A6.4 Birth Conditions – Opt Out Report

Mothers Town	Mothers Birth Year	Infant's Birth Year	Birth Condition	Opt Out Date	NHBCP Case Id	CDC Description
			Anencephalus/Seml Anom*			Anencephaly
			Spina Bifida*			Lipomyelomeningocele
			Microcephalus			Microcephalus
			Microcephalus			Microcephalus
			Microcephalus			Microcephalus
			Microcephalus			Microcephalus
			Cong Cataract/Lens Anom*			Cataract, Other Specified
			Ear Anomalies Nec*			Microtia (Hypoplastic Pinna And Absence Or Structure Of External Auditory Meatus)
			Cardiac Septal Cus Anom*			Persistent Truncus Arteriosus, Absent Septum Between Aorta And Pulmonary Artery
			Transpos Great Vessel*			Double Outlet Right Ventricle (Dorv)
			Transpos Great Vessel*			Double Outlet Right Ventricle (Dorv) Relationship Of Great Vessels Not
			Transpos Great Vessel*			Double Outlet Right Ventricle (Dorv)
			Transpos Great Vessel*			Transposition Of Great Vessels, Complete (No Vsd)
			Transpos Great Vessel*			Double Outlet Right Ventricle (Dorv) With Normally Related Great Vessels
			Tetralogy Fallot			Fallots Tetralogy
			Tetralogy Fallot			Fallots Tetralogy
			Tetralogy Fallot			Fallots Tetralogy
			Tetralogy Fallot			Fallots Tetralogy
			Tetralogy Fallot			Fallots Tetralogy
			Ventricular Sept Defect			Perimembranous Vsd
			Ventricular Sept Defect			Other Specified Ventricular Septal Defect
			Ventricular Sept Defect			Muscular Vsd
			Ventricular Sept Defect			Perimembranous Vsd
			Ventricular Sept Defect			Perimembranous Vsd
			Ventricular Sept Defect			Other Specified Ventricular Septal Defect
			Ventricular Sept Defect			Perimembranous Vsd
			Ventricular Sept Defect			Other Specified Ventricular Septal Defect
			Ventricular Sept Defect			Other Specified Ventricular Septal Defect
			Ventricular Sept Defect			Muscular Vsd
			Ventricular Sept Defect			Muscular Vsd
			Ventricular Sept Defect			Muscular Vsd
			Ventricular Sept Defect			Vsd (Ventricular Septal Defect), Not, Excludes: Common Atrioventricular Canal Type (Use 745.620)

A6.5 Birth Conditions – Birth Defects by Race

Report Results-Birth Defects by Race Report							
Report Parameters							
Birth Defects by Race Report							
Category	Description	Confirmed	Unconfirmed	Not Reportable	Excluded	Race	Infant Status
CARDIOVASCULAR	Aortic valve stenosis					Black or African American	Live Birth
CARDIOVASCULAR	Aortic valve stenosis					Unknown, not stated, unclassified	Live Birth
CARDIOVASCULAR	Aortic valve stenosis					White	Live Birth
CARDIOVASCULAR	Aortic valve stenosis					More than one race reported	Live Birth
CARDIOVASCULAR	Atrial septal defect					White	Termination
CARDIOVASCULAR	Atrial septal defect					Unknown, not stated, unclassified	Live Birth
CARDIOVASCULAR	Atrial septal defect					More than one race reported	Live Birth
CARDIOVASCULAR	Atrial septal defect					Asian	Live Birth
CARDIOVASCULAR	Atrial septal defect					White	Live Birth
CARDIOVASCULAR	Atrial septal defect					Others	Live Birth
CARDIOVASCULAR	Atrial septal defect					Native Hawaiian or Other Pacific Islander	Live Birth
CARDIOVASCULAR	Atrial septal defect					Hispanic	Live Birth
CARDIOVASCULAR	Atrial septal defect					Black or African American	Live Birth
CARDIOVASCULAR	Atrioventricular septal defect, AVSD (endocardial cushion defect)					Unknown, not stated, unclassified	Live Birth
CARDIOVASCULAR	Atrioventricular septal defect, AVSD (endocardial cushion defect)					Black or African American	Live Birth
CARDIOVASCULAR	Atrioventricular septal defect, AVSD (endocardial cushion defect)					White	Still Birth
CARDIOVASCULAR	Atrioventricular septal defect, AVSD (endocardial cushion defect)					More than one race reported	Live Birth
CARDIOVASCULAR	Atrioventricular septal defect, AVSD (endocardial cushion defect)					Asian	Live Birth
CARDIOVASCULAR	Atrioventricular septal defect, AVSD (endocardial cushion defect)					White	Live Birth
CARDIOVASCULAR	Atrioventricular septal defect, AVSD (endocardial cushion defect)					Unknown, not stated, unclassified	Termination
CARDIOVASCULAR	Coarctation of aorta					More than one race reported	Live Birth
CARDIOVASCULAR	Coarctation of aorta					White	Live Birth
CARDIOVASCULAR	Coarctation of aorta					Hispanic	Live Birth
CARDIOVASCULAR	Coarctation of aorta					Unknown, not stated, unclassified	Live Birth
CARDIOVASCULAR	Coarctation of aorta					White	Termination
CARDIOVASCULAR	Common truncae					White	Live Birth
CARDIOVASCULAR	Common truncae					Unknown, not stated, unclassified	Live Birth
CARDIOVASCULAR	Ebstein anomaly					Unknown, not stated, unclassified	Live Birth
CARDIOVASCULAR	Ebstein anomaly					White	Live Birth
CARDIOVASCULAR	Ebstein anomaly					Others	Live Birth
CARDIOVASCULAR	Hypoplastic left heart syndrome					Hispanic	Termination
CARDIOVASCULAR	Hypoplastic left heart syndrome					Unknown, not stated, unclassified	Termination
CARDIOVASCULAR	Hypoplastic left heart syndrome					White	Termination

A6.6 Birth Conditions – Birth Defects by County

Report Results-County Birth Defects Report						
Report Parameters						
County Birth Defects Report						
Category	Description	Confirmed	Unconfirmed	Not Reportable	Ruled Out	County
CARDIOVASCULAR	Aortic valve stenosis					GRAFTON COUNTY
CARDIOVASCULAR	Aortic valve stenosis					ROCKINGHAM COUNTY
CARDIOVASCULAR	Aortic valve stenosis					GRAFTON COUNTY
CARDIOVASCULAR	Aortic valve stenosis					MERRIMACK COUNTY
CARDIOVASCULAR	Aortic valve stenosis					HILLSBOROUGH COUNTY
CARDIOVASCULAR	Aortic valve stenosis					CHESHIRE COUNTY
CARDIOVASCULAR	Aortic valve stenosis					ROCKINGHAM COUNTY
CARDIOVASCULAR	Aortic valve stenosis					MERRIMACK COUNTY
CARDIOVASCULAR	Aortic valve stenosis					ROCKINGHAM COUNTY
CARDIOVASCULAR	Aortic valve stenosis					CHESHIRE COUNTY
CARDIOVASCULAR	Aortic valve stenosis					CARROLL COUNTY
CARDIOVASCULAR	Aortic valve stenosis					CHESHIRE COUNTY
CARDIOVASCULAR	Aortic valve stenosis					HILLSBOROUGH COUNTY
CARDIOVASCULAR	Aortic valve stenosis					CHESHIRE COUNTY
CARDIOVASCULAR	Aortic valve stenosis					MERRIMACK COUNTY
CARDIOVASCULAR	Aortic valve stenosis					STAFFORD COUNTY
CARDIOVASCULAR	Aortic valve stenosis					HILLSBOROUGH COUNTY
CARDIOVASCULAR	Atrial septal defect					ROCKINGHAM COUNTY
CARDIOVASCULAR	Atrial septal defect					GRAFTON COUNTY
CARDIOVASCULAR	Atrial septal defect					HILLSBOROUGH COUNTY
CARDIOVASCULAR	Atrial septal defect					HILLSBOROUGH COUNTY
CARDIOVASCULAR	Atrial septal defect					GRAFTON COUNTY
CARDIOVASCULAR	Atrial septal defect					MERRIMACK COUNTY
CARDIOVASCULAR	Atrial septal defect					SELKIP COUNTY
CARDIOVASCULAR	Atrial septal defect					ROCKINGHAM COUNTY
CARDIOVASCULAR	Atrial septal defect					GRAFTON COUNTY
CARDIOVASCULAR	Atrial septal defect					HILLSBOROUGH COUNTY
CARDIOVASCULAR	Atrial septal defect					ROCKINGHAM COUNTY
CARDIOVASCULAR	Atrial septal defect					STAFFORD COUNTY
CARDIOVASCULAR	Atrial septal defect					SULLIVAN COUNTY
CARDIOVASCULAR	Atrial septal defect					ROCKINGHAM COUNTY

A6.7 Birth Conditions – Multiple Defects

Report Results-Multiple Birth Defects Report	
Report Parameters	
Multiple Birth Defects Report	
Number of Defects	Number of Infants
1	2125
2	258
3	80
4	23
5	6
6	3
7	1
11	1

A6.8 Birth Conditions – SMS Infant Date of Death

Report Results-SMS Infant Date Of Death Report					
Report Parameters					
SMS Infant Date Of Death Report					
Infant ID	Description	Category	Other	Infant DOB	Infant Death Date
7421	Microcephalus	Other			
760710	Fetal Alcohol Syndrome	Other			
74551	Atrial septal defect	CARDIOVASCULAR			
74548	Ventricular septal defect	CARDIOVASCULAR			
73301	Renal agenesis/hyoplasia	GENITOURINARY			
7326	Hyopspadias	GENITOURINARY			
7326	Hyopspadias	GENITOURINARY			
747	Patent ductus arteriosus: include only if >2500g or note if unable to exclude <2500g	Other			
7326	Hyopspadias	GENITOURINARY			
74548	Ventricular septal defect	CARDIOVASCULAR			
73809	Down syndrome	CHROMOSOMAL			
74548	Ventricular septal defect	CARDIOVASCULAR			
73301	Renal agenesis/hyoplasia	GENITOURINARY			
732605	Hyopspadias	GENITOURINARY			
7326	Hyopspadias	GENITOURINARY			
7452	Tetralogy of Fallot	CARDIOVASCULAR			
74559	Atrial septal defect	CARDIOVASCULAR			
74601	Pulmonary valve atresia and stenosis	CARDIOVASCULAR			
73809	Down syndrome	CHROMOSOMAL			
73301	Renal agenesis/hyoplasia	GENITOURINARY			
74907	Cleft palate without cleft lip	CROFACIAL			
7326	Hyopspadias	GENITOURINARY			
74548	Ventricular septal defect	CARDIOVASCULAR			
74601	Pulmonary valve atresia and stenosis	CARDIOVASCULAR			
758	Down syndrome	CHROMOSOMAL			
74548	Ventricular septal defect	CARDIOVASCULAR			
52408	Pierre Robin	OTHER			
74906	Cleft palate without cleft lip	CROFACIAL			
7463	Aortic valve stenosis	CARDIOVASCULAR			
7326	Hyopspadias	GENITOURINARY			
73122	Rectal and large intestinal atresia/stenosis	GASTROINTESTINAL (GI)			
74548	Ventricular septal defect	CARDIOVASCULAR			
74719	Coarctation of aorta	CARDIOVASCULAR			

A6.9 Birth Conditions – SMS Services Being Utilized

Report Results-SMS Services Being Utilized

Report Parameters

SMS Services Being Utilized

Infant ID	Cdc Code	Description	Category	Infant DCB	Sms Code	SMS Description	PHI Flag	Program	Program Start	Program End	Program Status
	790710	Fetal Alcohol Syndrome	Other			Unspecified	N	Child Development			
	74551	Atrial septal defect	CARDIOVASCULAR			Unspecified	Y	Neuromotor Disabilities			
	7526	Hypoplasia	CENTROGENIC			Unspecified	N	Nutrition, Feeding & Swallowing			
	74548	Ventricular septal defect	CARDIOVASCULAR			Unspecified	N	Nutrition, Feeding & Swallowing			
	52408	Perle Robin	OTHER			Unspecified	N	NOT FOUND			
	74909	Cleft palate without cleft lip	OROFACIAL			Unspecified	N	NOT FOUND			
	74562	Abioventricular septal defect, AVSD (endocardial cushion defect)	CARDIOVASCULAR			Unspecified Anomalies Of Heart Valves	N	Nutrition, Feeding & Swallowing			
	75809	Down syndrome	CHROMOSOMAL			Unspecified Anomalies Of Heart Valves	N	Nutrition, Feeding & Swallowing			
	52408	Perle Robin	OTHER			Unspecified	N	Nutrition, Feeding & Swallowing			
	74563	Abioventricular septal defect, AVSD (endocardial cushion defect)	CARDIOVASCULAR			Unspecified	N	Nutrition, Feeding & Swallowing			
	758	Down syndrome	CHROMOSOMAL			Unspecified	N	Nutrition, Feeding & Swallowing			
	7513	Hirschsprungs disease	Other			Total Intestinal Aganglionosis	N	SSI Activity			
	742385	Hydrocephalus without Spina Bifida	CENTRAL NERVOUS SYSTEM (CNS)			Unspecified	N	Child Development			
	7543	Congenital hip dislocation	Other			Unspecified	N	Community-Based Care Coordination			
	758	Down syndrome	CHROMOSOMAL			Unspecified	Y	Nutrition, Feeding & Swallowing			
	74562	Abioventricular septal defect, AVSD (endocardial cushion defect)	CARDIOVASCULAR			Unspecified	N	Nutrition, Feeding & Swallowing			
	758	Down syndrome	CHROMOSOMAL			Unspecified	N	Nutrition, Feeding & Swallowing			
	74551	Atrial septal defect	CARDIOVASCULAR			Unspecified	N	Nutrition, Feeding & Swallowing			
	74601	Pulmonary valve atresia and stenosis	CARDIOVASCULAR			Unspecified Anomalies Of Heart Valves	N	Nutrition, Feeding & Swallowing			
	74101	Spina bifida without anencephalus	CENTRAL NERVOUS SYSTEM (CNS)			Unspecified	Y	Neuromotor Disabilities			

A6.10 Birth Conditions – CDC SMS Report

Report Results-CDC SMS Report

Report Parameters

CDC SMS Report

Category	Description	Confirmed	SBC Match	PHI Flag_Y	PHI Flag_N	Care Coordination (PC 020)	Nutrition Feeding Swallowing (PC 070)	Neuromotor Clinic/program (PC 090)	Other PC not listed
CARDIOVASCULAR	Aortic valve stenosis7463								
CARDIOVASCULAR	Atrial septal defect7455								
CARDIOVASCULAR	Atrial septal defect74551								
CARDIOVASCULAR	Atrial septal defect74558								
CARDIOVASCULAR	Atrial septal defect74559								
CARDIOVASCULAR	Abioventricular septal defect, AVSD (endocardial cushion defect) 74548/7								
CARDIOVASCULAR	Abioventricular septal defect, AVSD (endocardial cushion defect) 7456								
CARDIOVASCULAR	Abioventricular septal defect, AVSD (endocardial cushion defect) 74561								
CARDIOVASCULAR	Abioventricular septal defect, AVSD (endocardial cushion defect) 74562								
CARDIOVASCULAR	Abioventricular septal defect, AVSD (endocardial cushion defect) 74563								
CARDIOVASCULAR	Coarctation of aorta7471								
CARDIOVASCULAR	Coarctation of aorta74711								
CARDIOVASCULAR	Coarctation of aorta74719								
CARDIOVASCULAR	Common trunkus745								
CARDIOVASCULAR	Ebsteins anomaly7462								
CARDIOVASCULAR	Hypoplastic left heart syndrome7467								
CARDIOVASCULAR	Pulmonary valve atresia and stenosis746								
CARDIOVASCULAR	Pulmonary valve atresia and stenosis74601								
CARDIOVASCULAR	Pulmonary valve atresia and stenosis74602								
CARDIOVASCULAR	Pulmonary valve atresia and stenosis74609								
CARDIOVASCULAR	Pulmonary valve atresia and stenosis746995								
CARDIOVASCULAR	Single Ventricle7453								
CARDIOVASCULAR	Tetralogy of Fallot7452								
CARDIOVASCULAR	Tetralogy of Fallot74521								
CARDIOVASCULAR	Total anomalous pulmonary venous return74742								
CARDIOVASCULAR	Transposition of great arteries7451								
CARDIOVASCULAR	Transposition of great arteries74511								
CARDIOVASCULAR	Transposition of great arteries74512								
CARDIOVASCULAR	Transposition of great arteries74513								
CARDIOVASCULAR	Transposition of great arteries74515								
CARDIOVASCULAR	Transposition of great arteries74518								
CARDIOVASCULAR	Transposition of great arteries74519								
CARDIOVASCULAR	Tricuspid valve atresia and stenosis7461								

## Report Results-CDC Code Report

### Report Parameters

### CDC Code Report

Category	Description	Confirmed	Unconfirmed	Not Reportable	Ruled Out
CARDIOVASCULAR	Aortic valve stenosis				
CARDIOVASCULAR	Atrial septal defect				
CARDIOVASCULAR	Atrioventricular septal defect, AVSD (endocardial cushion defect)				
CARDIOVASCULAR	Coarctation of aorta				
CARDIOVASCULAR	Common trunkus				
CARDIOVASCULAR	Ebstein anomaly				
CARDIOVASCULAR	Hypoplastic left heart syndrome				
CARDIOVASCULAR	Pulmonary valve atresia and stenosis				
CARDIOVASCULAR	Single ventricle				
CARDIOVASCULAR	Tetralogy of Fallot				
CARDIOVASCULAR	Total anomalous pulmonary venous return				
CARDIOVASCULAR	Transposition of great arteries				
CARDIOVASCULAR	Tricuspid valve atresia and stenosis				
CARDIOVASCULAR	Ventricular septal defect				
CENTRAL NERVOUS SYSTEM (CNS)	Anencephalus				
CENTRAL NERVOUS SYSTEM (CNS)	Encephalocele				
CENTRAL NERVOUS SYSTEM (CNS)	Hydrocephalus without Spina Bifida				
CENTRAL NERVOUS SYSTEM (CNS)	Spina bifida without anencephalus				
CHROMOSOMAL	Down syndrome				
CHROMOSOMAL	Trisomy 13				
CHROMOSOMAL	Trisomy 18				
EAR	Anotia/microtia				
EYE	Aniridia				
EYE	Anophthalmia/Microphthalmia				
EYE	Congenital cataract				
GASTROINTESTINAL (GI)	Biliary atresia				
GASTROINTESTINAL (GI)	Esophageal atresia/ Tracheoesophageal fistula				
GASTROINTESTINAL (GI)	Rectal and large intestinal atresia/stenosis				
GENITOURINARY	Bladder exstrophy				
GENITOURINARY	Congenital Posterior Urethral Valves				
GENITOURINARY	Epididias				
GENITOURINARY	Hypospadias				
GENITOURINARY	Obstructive genitourinary defect				

## Report Results-General Defect Listing

### Report Parameters

### General Defect Listing

Infant Id	Birth Hospital	CDC Code	CDC Description	Defect Status	ICD Code	ICD Description	Infant DOB	Infant Gender	Infant Last Name
		7421	Microcephalus	Confirmed	7421	Microcephalus			
		760710	Fetal Alcohol Syndrome	Confirmed	76071	Maternal Alcohol Aff No			
		74551	Ostium (Septum) Secundum Defect	Confirmed	7455	Secundum Atrial Sept Def			
		74548	Other Specified Ventricular Septal Defect	Confirmed	7454	Ventricular Sept Defect			
		75301	Unilateral Absence, Agenesis, Dysplasia Or , Hypoplasia Of Kidneys	Confirmed	7530	Renal Agenesis			
		7526	Hypospadias (Alone), Nos	Confirmed	75261	Hypospadias			
		7526	Hypospadias (Alone), Nos	Confirmed	75261	Hypospadias			
		747	Patent Ductus Arteriosus (Pda), 1 Always Code If 736 Weeks Of Gestation And Defect Last Noted At 16 Weeks Of Age., 2) If 736 Weeks Gestation And Defect Last Noted <6 Weeks Of Age, Code Only If The Pda Was Treated (E.G. By Ligation Or Indomethacin) Or If Another Reportable Defect Is Present., 3) Never Code If <36 Weeks Gestation Or If Treated With Prostaglandins Regardless Of Gestational Age., (See Pda Tree Appendix)	Confirmed	7470	Patent Ductus Arteriosus			
		7526	Hypospadias (Alone), Nos	Confirmed	75261	Hypospadias			
		74548	Other Specified Ventricular Septal Defect	Confirmed	7454	Ventricular Sept Defect			
		75009	Down Syndrome, Nos (I.E. Chart States A Diagnosis Of Trisomy 21 Or Down Syndrome, But No Cytogenetics Result In Record)	Confirmed	7500	Down'S Syndrome			
		74548	Other Specified Ventricular Septal Defect	Confirmed	7454	Ventricular Sept Defect			
		75301	Unilateral Absence, Agenesis, Dysplasia Or , Hypoplasia Of Kidneys	Confirmed	7530	Renal Agenesis			
		752605	1*, Glandular, Coronal	Confirmed	75261	Hypospadias			
		7526	Hypospadias (Alone), Nos	Confirmed	75261	Hypospadias			
		7452	Fallots Tetralogy	Confirmed	7452	Tetralogy Fallot			
		74601	Stenosis Of Pulmonary Valve, See 746.995 If Valve Not Specified E.G., "Pulmonary Stenosis";, Excludes: Pulmonary Infundibular Stenosis (Use 746.830)	Confirmed	74601	Cong Pulmonary Valv Atresia			
		74559	Asd (Atrial Septal Defect), Nos, Auricular Septal Defect, Nos, Partial Foramen Ovale, Pfo Vs. Asd	Confirmed	7455	Secundum Atrial Sept Def			
		75009	Down Syndrome, Nos (I.E. Chart States A Diagnosis Of Trisomy 21 Or Down Syndrome, But No Cytogenetics Result In Record)	Confirmed	7500	Down'S Syndrome			
		75301	Unilateral Absence, Agenesis, Dysplasia Or , Hypoplasia Of Kidneys	Confirmed	7530	Renal Agenesis			

## Report Results-CDC Code Report by Infant Status

Report Parameters

### CDC Code Report by Infant Status

Category	Defect	Total	WTG	BLK	HISP	ASN	HLA	OTH/UNK
CENTRAL NERVOUS SYSTEM (CNS)	Anencephalus - Total							
CENTRAL NERVOUS SYSTEM (CNS)	Anencephalus - Fetal Death							
CENTRAL NERVOUS SYSTEM (CNS)	Anencephalus - Live Birth							
CENTRAL NERVOUS SYSTEM (CNS)	Anencephalus - Termination							
CENTRAL NERVOUS SYSTEM (CNS)	Encephalocele - Total							
CENTRAL NERVOUS SYSTEM (CNS)	Encephalocele - Fetal Death							
CENTRAL NERVOUS SYSTEM (CNS)	Encephalocele - Live Birth							
CENTRAL NERVOUS SYSTEM (CNS)	Encephalocele - Termination							
CENTRAL NERVOUS SYSTEM (CNS)	Holoprosencephaly - Total							
CENTRAL NERVOUS SYSTEM (CNS)	Holoprosencephaly - Fetal Death							
CENTRAL NERVOUS SYSTEM (CNS)	Holoprosencephaly - Live Birth							
CENTRAL NERVOUS SYSTEM (CNS)	Holoprosencephaly - Termination							
CENTRAL NERVOUS SYSTEM (CNS)	Hydrocephalus without Spina Bifida - Total							
CENTRAL NERVOUS SYSTEM (CNS)	Hydrocephalus without Spina Bifida - Fetal Death							
CENTRAL NERVOUS SYSTEM (CNS)	Hydrocephalus without Spina Bifida - Live Birth							
CENTRAL NERVOUS SYSTEM (CNS)	Hydrocephalus without Spina Bifida - Termination							
CENTRAL NERVOUS SYSTEM (CNS)	Spina bifida without anencephalus - Total							
CENTRAL NERVOUS SYSTEM (CNS)	Spina bifida without anencephalus - Fetal Death							
CENTRAL NERVOUS SYSTEM (CNS)	Spina bifida without anencephalus - Live Birth							
CENTRAL NERVOUS SYSTEM (CNS)	Spina bifida without anencephalus - Termination							
CARDIOVASCULAR	Aortic valve stenosis - Total							
CARDIOVASCULAR	Aortic valve stenosis - Fetal Death							
CARDIOVASCULAR	Aortic valve stenosis - Live Birth							
CARDIOVASCULAR	Aortic valve stenosis - Termination							
CARDIOVASCULAR	Abetal septal defect - Total							
CARDIOVASCULAR	Abetal septal defect - Fetal Death							
CARDIOVASCULAR	Abetal septal defect - Live Birth							
CARDIOVASCULAR	Abetal septal defect - Termination							
CARDIOVASCULAR	Atrioventricular septal defect, AVSD (endocardial cushion defect) - Total							
CARDIOVASCULAR	Atrioventricular septal defect, AVSD (endocardial cushion defect) - Fetal Death							
CARDIOVASCULAR	Atrioventricular septal defect, AVSD (endocardial cushion defect) - Live Birth							
CARDIOVASCULAR	Atrioventricular septal defect, AVSD (endocardial cushion defect) - Termination							
CARDIOVASCULAR	Coarctation of aorta - Total							

## Report Results-CDC Trisomy Report by Age

Report Parameters

### CDC Trisomy Report by Age

Category	Defect	< 20	20-24	25-29	30-34	35-39	40+	Total
CHROMOSOMAL	Deletion 22 q11 - * Total							
CHROMOSOMAL	Deletion 22 q11 - Fetal Deaths							
CHROMOSOMAL	Deletion 22 q11 - Live Birth							
CHROMOSOMAL	Deletion 22 q11 - Termination							
CHROMOSOMAL	Down syndrome - * Total							
CHROMOSOMAL	Down syndrome - Fetal Deaths							
CHROMOSOMAL	Down syndrome - Live Birth							
CHROMOSOMAL	Down syndrome - Termination							
CHROMOSOMAL	Trisomy 13 - * Total							
CHROMOSOMAL	Trisomy 13 - Fetal Deaths							
CHROMOSOMAL	Trisomy 13 - Live Birth							
CHROMOSOMAL	Trisomy 13 - Termination							
CHROMOSOMAL	Trisomy 18 - * Total							
CHROMOSOMAL	Trisomy 18 - Fetal Deaths							
CHROMOSOMAL	Trisomy 18 - Live Birth							
CHROMOSOMAL	Trisomy 18 - Termination							
CHROMOSOMAL	Turner syndrome - * Total							
CHROMOSOMAL	Turner syndrome - Fetal Deaths							
CHROMOSOMAL	Turner syndrome - Live Birth							
CHROMOSOMAL	Turner syndrome - Termination							
MUSCULOSKELETAL	Gastroschisis - * Total							
MUSCULOSKELETAL	Gastroschisis - Fetal Deaths							
MUSCULOSKELETAL	Gastroschisis - Live Birth							
MUSCULOSKELETAL	Gastroschisis - Termination							

A6.15 Birth Conditions – **ICD Search** - Clicking on the “Diagnosis”/IDC code field brings up a pop windows that allows a search by Code or Description



The screenshot shows a web browser window titled "ICD Diagnosis Code Sea...". The address bar displays "https://apps.welligent.com/auris\_nh/BIRTH\_DEFI". Below the address bar are three buttons: "Close", "Search", and "Return/Multiple". The main content area is titled "ICD Search" and contains a "Search String:" text input field. Below the input field, there are two radio buttons for "Search Type": "Code" (which is unselected) and "Description" (which is selected). At the bottom of the window, there are two columns of text: "ICD Code" and "Diagnosis". The "Diagnosis" column is currently empty.

## 2. Attachment A7 – Critical Congenital Heart Disease (CCHD) Reports

### A7.1 CCHD Screening Report

Filters:

Report Filters: Criteria Used	
Dates of Birth	Born between 04/01/2014 and 03/31/2015
Patient Location	Inpatient; outpatient
Nursery	<not filtered>
Professional Contacts	Major Hospital
CCHD Outcomes	<not filtered>
Selected Screening Result - Screen 1	<not filtered>
Suggested Screening Result - Screen 1	<not filtered>
Selected Screening Result - Screen 2	<not filtered>
Suggested Screening Result - Screen 2	<not filtered>
Selected Screening Result - Screen 3	<not filtered>
Suggested Screening Result - Screen 3	<not filtered>
Screened <24 hours of age	<not filtered>
Date of Screening	Screening date between <not filtered> and <not filtered>
Contact Information Statuses	<not filtered>

Facility Hospital		Report Created 04/03/2018 17:05		Created By System Administrator															
<b>CCHD Screening Report</b>																			
Month	Total Births	Eligible		Total Screened		In Process		No Disorder Detected		Disorder Detected		Additional Screening				Additional Details			
		#	%	#	%	#	%	#	%	#	%	Rescreen Required		Missed		Interpretive Discrepancy		<24 Hours of Age	
												#	%	#	%	#	%	#	%
4/1/2017	0	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
5/1/2017	7	7	100.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	7	100.00	0	0.00
6/1/2017	24	24	100.00	16	66.67	0	0.00	16	100.00	0	0.00	0	0.00	8	33.33	0	0.00	0	0.00
7/1/2017	27	27	100.00	24	88.89	1	3.70	24	100.00	0	0.00	0	0.00	2	7.41	0	0.00	0	0.00
8/1/2017	30	30	100.00	21	70.00	0	0.00	21	100.00	0	0.00	0	0.00	9	30.00	0	0.00	0	0.00
9/1/2017	32	32	100.00	27	84.38	0	0.00	26	96.30	1	3.70	0	0.00	5	15.63	1	3.70	0	0.00
10/1/2017	30	30	100.00	24	80.00	0	0.00	24	100.00	0	0.00	0	0.00	6	20.00	0	0.00	0	0.00
11/1/2017	26	26	100.00	23	88.46	0	0.00	23	100.00	0	0.00	0	0.00	3	11.54	0	0.00	0	0.00
12/1/2017	31	31	100.00	27	87.10	4	12.90	27	100.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00
1/1/2018	34	34	100.00	32	94.12	1	2.94	32	100.00	0	0.00	0	0.00	1	2.94	0	0.00	0	0.00
2/1/2018	38	38	100.00	34	89.47	0	0.00	34	100.00	0	0.00	0	0.00	4	10.53	0	0.00	0	0.00
3/1/2018	31	31	100.00	27	87.10	0	0.00	27	100.00	0	0.00	0	0.00	4	12.90	0	0.00	0	0.00
<b>Total</b>	<b>310</b>	<b>310</b>	<b>100.00</b>	<b>255</b>	<b>82.26</b>	<b>6</b>	<b>1.94</b>	<b>254</b>	<b>99.61</b>	<b>1</b>	<b>0.39</b>	<b>0</b>	<b>0.00</b>	<b>49</b>	<b>15.81</b>	<b>1</b>	<b>0.39</b>	<b>0</b>	<b>0.00</b>

## 3. Attachment A8 – Early Hearing Detection & Intervention (EHDI) Reports

### A8.1 EDHI - Report of Reasons Not Screened by Hospital

Report Parameters						
Screening Hospital/Facility:	All Hospitals/Facilities					
Start Date:	01-JAN-2017					
End Date:	30-JAN-2017					
<b>Report of Reasons Not Screened by Hospital*</b>						
	Not Specified	Deceased	Parents Declined	Missed Child Before Discharge	Transferred to Another Hospital	Total
Hospital A	1 100% 16.7%					1 100%
Hospital B		1 50% 33.3%	1 50% 50%			2 100%
Hospital C	1 100% 16.7%					1 100%
Hospital D		1 33.3% 33.3%		1 33.3% 100%	1 33.3% 25%	3 100%
Hospital E		1 100% 33.3%				1 100%
Hospital F	1 100% 16.7%					1 100%
Hospital G	1 33.3% 16.7%				2 66.7% 50%	3 100%
Hospital H	1 100% 16.7%					1 100%
Hospital I	1 50% 16.7%		1 50% 50%			2 100%
Hospital J					1 100% 25%	1 100%
<b>Total</b>	<b>6</b> 100%	<b>3</b> 100%	<b>2</b> 100%	<b>1</b> 100%	<b>4</b> 100%	<b>16</b>

\*Key: Cell Value, Row Percent, Column Percent

## A8.2 EDHI - Risk Indicator Report

Report Parameters		
Screening Hospital/Facility:	All Hospitals/Facilities	
Start Date:	01-JAN-2017	
End Date:	30-JAN-2017	
Risk Indicator Report		
Risk Indicator	Value	Number of times this risk assigned to an infant
Family history of permanent childhood hearing loss	1	<input type="text"/>
In-utero infections such as cytomegalovirus, herpes, rubella, syphilis, and toxoplasmosis	2	<input type="text"/>
Recurrent or persistent otitis media with effusion for at least 3 months	7	<input type="text"/>
Total	10	

## A8.3 EDHI - Number of Infants who Received a Diagnostic Evaluation by 3 Months of Age (by Screening Hospital)\*

Report Parameters				
Screening Hospital/Facility:	All Hospitals/Facilities			
Start Date:	01-JAN-2017			
End Date:	30-JAN-2017			
Number of Infants who Received a Diagnostic Evaluation by 3 Months of Age (by Screening Hospital)*				
All Hospitals - Number of Infants who Received a Diagnostic Evaluation by 3 Months of Age (by Screening Hospital)*				
	By 3 Months	3 - 6 Months	over 6 Months	Total
Hospital A	1 100% 8%	0 0% 0%	0 0% 0%	1 100% 100%
Hospital B	3 100% 23%	0 0% 0%	0 0% 0%	3 100% 100%
Hospital C	0 0% 0%	1 100% 8%	0 0% 0%	1 100% 100%
Hospital D	3 100% 23%	0 0% 0%	0 0% 0%	3 100% 100%
Hospital E	0 0% 0%	1 100% 8%	0 0% 0%	1 100% 100%
Hospital F	1 100% 8%	0 0% 0%	0 0% 0%	1 100% 100%
Hospital G	1	0	0	1

**A8.4 EHDI - Number of Infants who Received a Diagnostic Evaluation by 3 Months of Age (by Facility)**

Report Parameters				
Screening	All Hospitals/Facilities			
Hospital/Facility:	All Hospitals/Facilities			
Start Date:	01-JAN-2017			
End Date:	30-JAN-2017			
Number of Infants who Received a Diagnostic Evaluation by 3 Months of Age (by Facility)*				
All Hospitals - Number of Infants who Received a Diagnostic Evaluation by 3 Months of Age (by Facility)*				
	By 3 Months	3 - 6 Months	over 6 Months	Total
Facility A	1 33% 8%	2 67% 15%	0 0% 0%	3 100% 100%
Facility B	8 89% 62%	1 11% 8%	0 0% 0%	9 100% 100%
Facility C	1 100% 8%	0 0% 0%	0 0% 0%	1 100% 100%
Total	10 77%	3 23%	0 0%	13 100%

A8.5 EHDI – Summary Report

Screening Hospital/Facility: All Hospitals/Facilities  
 Start Date: 01-JAN-2017  
 End Date: 30-JAN-2017



Documented Hearing Screening Data	
Total Occurent Births	917
<b>Hearing Screening</b>	
Total Documented as Screened	901
Total Documented as Not Screened	15
Infant Died	3
Parents / Family Declined Services	2
Missed	0
Unknown	10
<b>Passed (final screen)</b>	
Total Pass	877
Pass Before 1 Month of Age	860
Pass After 1 month but Before 3 Months of Age	13
Pass After 3 Months of Age	4
Pass: Age Unknown	0
<b>Not Passed (final screen)</b>	
Total Not Pass	24
Not Pass Before 1 Month of Age	23
Not Pass After 1 month but Before 3 Months of Age	1
Not Pass After 3 Months of Age	0
Not Pass: Age Unknown	0

Total Documented as Screened = Total Pass + Total Not Pass  
 Total Documented as Not Screened = Infant Died + Parents / Family Declined Services + Missed + Unknown

Documented Diagnostic Data	
Total Not Pass Screening	24
<b>No Documented Hearing Loss</b>	
Total with No Hearing Loss	11
No Hearing Loss Before 3 Months of Age	9
No Hearing Loss After 3 Months but Before 6 Months of Age	2
No Hearing Loss After 6 Months of Age	0
No Hearing Loss Documented: Age Unknown	0
<b>Documented Permanent Identified (ID) Hearing Loss</b>	
Total Hearing Loss	2
Hearing Loss ID: Before 3 Months of Age	1
Hearing Loss ID After 3 Months but Before 6 Months of Age	1
Hearing Loss ID After 6 Months of Age	0
Hearing Loss ID: Age Unknown	0
<b>No Documented Diagnosis / Undetermined</b>	
Total with No Diagnosis	11
Audiologic Diagnosis in Process (Awaiting Diagnosis)	2
Moved Out of Jurisdiction	1
Non-resident	0
Infant Died	0
Parents / Family Declined Services	0
Parent / Family Contacted but Unresponsive	3
Unable to Contact	0
Unknown	5
<b>Hearing Loss Cases not included in above "Permanent Identified (ID) Hearing Loss"</b>	
Total Hearing Loss Cases (not included above)	0
Hearing Loss ID: Before 3 Months of Age	0
Hearing Loss ID After 3 Months but Before 6 Months of Age	0
Hearing Loss ID After 6 Months of Age	0
Hearing Loss ID: Age Unknown	0

Documented Intervention Data	
Total Cases Hearing Loss	2
<b>Referrals to Part C Early Intervention (EI)</b>	
Total Referrals to Part C EI	2
Referred and Eligible for Part C EI	2
Referred and Not Eligible for Part C EI	0
Referred but Eligibility Unknown	0
Not Referred to Part C EI and Unknown	0
<b>Enrolled in Part C EI</b>	
Total Enrolled in Part C EI	1
Enrolled Before 6 Months of Age	1
Enrolled After 6 Months but Before 12 Months of Age	0
Enrolled After 12 Months of Age	0
Enrolled: Age Unknown	0
<b>Receiving ONLY Intervention Services from Non-Part C EI</b>	
Total from Non-Part C EI Services Only	0
Services Before 6 Months of Age	0
Services After 6 Months but Before 12 Months of Age	0

Services After 12 Months of Age	0
Services: Age Unknown	0
<b>No Intervention Services</b>	<b>1</b>
<b>Total No Services</b>	<b>1</b>
Not Eligible for Part C Services	0
Infant Died	0
Parents / Family Declined Services	0
Non-resident or Moved Out of Jurisdiction	0
Parent / Family Contacted but Unresponsive	1
Unable to Contact	0
Unknown	0
<b>Total Intervention &amp; No Services</b>	<b>2</b>

**Type and Severity of Identified Hearing Losses (By Ear)**

	BILATERAL			UNILATERAL			LATERALITY UNKNOWN
	RIGHT EAR	LEFT EAR	UNKNOWN	RIGHT EAR	LEFT EAR	UNKNOWN	
<b>Sensorineural</b>							
Slight	0	0	0	0	1	0	0
Mild	0	0	0	0	0	0	0
Moderate	0	0	0	0	0	0	0
Moderately Severe	0	0	0	0	0	0	0
Severe	0	0	0	0	0	0	0
Profound	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0
<b>Conductive</b>							
Slight	0	0	0	0	0	0	0
Mild	0	0	0	0	0	0	0
Moderate	0	0	0	0	0	0	0
Moderately Severe	0	0	0	0	0	0	0
Severe	0	0	0	0	0	0	0
Profound	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0
<b>Mixed</b>							
Slight	0	0	0	0	0	0	0
Mild	0	0	0	0	0	0	0
Moderate	0	0	0	0	0	0	0
Moderately Severe	0	0	0	0	0	0	0
Severe	0	0	0	0	0	0	0
Profound	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0
<b>Unknown</b>							
Slight	0	0	0	0	0	0	0
Mild	0	0	0	0	0	0	0
Moderate	0	0	0	0	0	0	0
Moderately Severe	0	0	0	0	0	0	0
Severe	0	0	0	0	0	0	0
Profound	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0
<b>Auditory Neuropathy</b>							
Slight	0	0	0	0	0	0	0
Mild	0	0	0	0	0	0	0
Moderate	0	0	0	0	0	0	0
Moderately Severe	0	0	0	0	0	0	0
Severe	0	0	0	0	0	0	0
Profound	0	0	0	0	0	0	0
Unknown	0	0	0	0	0	0	0
Totals By Ear	0	0	0	0	1	0	0
Totals By Child	0	0	0	0	1	0	0
<b>Total Cases Resolved</b> (i.e. change from hearing loss to no hearing loss)							<b>1</b>
<b>Overall Total</b>							<b>2</b>

**Demographics**

SELECT count(distinct a.infant\_id) FROM v\_int\_m a, tone\_contacts b, vital\_statistics c WHERE a.infant\_id = b.infant\_id(+) AND contact\_relation\_cd(+) = 'T' AND a.infant\_id = c.audit\_infant\_id(+) AND trunc(intake\_date\_of\_birth) between '01-JAN-2017' and '30-JAN-2017' AND (infant\_birtn\_hospital\_id = ' ' or nvl(trim('X'), 'X') = 'X') AND nvl(education\_vitals\_education) IS NOT NULL AND (education = '0' OR vitals\_education in ('1','2'))

Screening		Diagnostics				Intervention				
Total	Total	Total	Normal	Normal	Hearing	Hearing	Total	Total	Total	Total
Pass	Pass	Not	Hearing	Hearing	Loss	Loss	Enrolled	Enrolled	Services	Services

	Total Occurrence Births		Before 1 Month	Total Not Pass	Pass Before 1 Month		Before 3 Months		Before 3 Months	in Part C EI	in Part C EI Before 6 Months	Non-Part C EI	Non-Part C EI Before 6 Months
Totals (from part 1)	917	877	860	24	23	11							
Sex													
Male	464	439	435	12	12	7	6	1	0	1	1	0	0
Female	453	438	425	12	11	4	3	1	0	0	0	0	0
Unknown	0	0	0	0	0	0	0	0	1	0	0	0	0
Totals	917	877	860	24	23	11	9	2	1	1	1	0	0
Maternal Age													
<15 years	2	2	2	0	0	0	0	0	0	0	0	0	0
15-19 years	33	30	29	1	1	0	0	0	0	0	0	0	0
20 - 24 years	154	148	143	5	4	3	2	0	0	0	0	0	0
25 - 34 years	557	537	532	13	13	7	6	2	0	1	1	0	0
35 - 50 years	163	153	149	4	4	1	1	0	0	0	0	0	0
>50 years	0	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	8	7	5	1	1	0	0	0	1	0	0	0	0
Totals	917	877	860	24	23	11	9	2	1	1	1	0	0
Mothers Education													
Less than High School	69	66	64	1	1	0	0	0	0	0	0	0	0
High School Graduate or GED	206	189	185	12	11	6	4	1	0	1	1	0	0
Some College or AA/AS Degree	196	191	185	2	2	1	1	1	0	0	0	0	0
College Graduate or Above	444	428	425	8	8	4	4	0	0	0	0	0	0
Unknown	4	3	1	1	1	0	0	0	1	0	0	0	0
Totals	917	877	860	24	23	11	9	2	1	1	1	0	0
Maternal Ethnicity													
Hispanic or Latino	38	35	35	3	3	1	1	2	0	1	1	0	0
Not Hispanic or Latino	870	834	819	20	19	10	8	0	0	0	0	0	0
Unknown	9	8	6	1	1	0	0	0	1	0	0	0	0
Totals	917	877	860	24	23	11	9	2	1	1	1	0	0
Maternal Race													
White (Not Hispanic)	787	755	744	17	16	10	8	0	0	0	0	0	0
White (Hispanic)	10	10	10	0	0	0	0	0	0	0	0	0	0
White (Ethnicity Unknown)	0	0	0	0	0	0	0	0	0	0	0	0	0
African American (Not Hispanic)	16	15	13	0	0	0	0	0	0	0	0	0	0
African American (Hispanic)	0	0	0	0	0	0	0	0	0	0	0	0	0
African American (Ethnicity Unknown)	0	0	0	0	0	0	0	0	0	0	0	0	0
Asian	31	31	31	0	0	0	0	0	0	0	0	0	0
Native Hawaiian & Other Pacific Islander	0	0	0	0	0	0	0	0	0	0	0	0	0
American Indian & Alaskan Native	0	0	0	0	0	0	0	0	0	0	0	0	0
Unknown	73	66	62	7	7	1	1	2	1	1	1	0	0
Other	0	0	0	0	0	0	0	0	0	0	0	0	0
Totals	917	877	860	24	23	11	9	2	1	1	1	0	0

A8.6 EHDI – Performance Measures Report

Report Parameters							
Screening Hospital/Facility: Facility A							
Start Date: 01-JAN-2017							
End Date: 30-JAN-2017							
<b>Newborn Hearing Screening Performance Report</b>							
Performance Report by Hospital nvl(v_init_screens3,0)...147 nvl(v_init_screens2,0)...1							
Initial Screen by 1 Month of Age	Initial Screen Referred	Of Initial Refers # Receiving Re-Screen (ABR)	Of Initial Refers # Receiving Re-Screen (OAE)	Of the Number Rescreened the Number who Referred	Of Total Screened # Who Referred	Of Final Refers # Scheduled for Diagnostic Evaluation	Of Final Refers # Infants who Received Diagnostic Evaluation
Facility A							
148/150(98.7%)	7/148(4.7%)	7/7(100%)	0/7(0%)	1/7(14.3%)	1/148(.7%)	1/1(100%)	1/1(100%)
Totals-->							
148/150(98.7%)	7/148(4.7%)	7/7(100%)	0/7(0%)	1/7(14.3%)	1/148(.7%)	1/1(100%)	1/1(100%)
State Performance Totals							
nvl(v_init_screens3,0)...19 nvl(v_init_screens2,0)...1 nvl(v_init_screens3,0)...7 nvl(v_init_screens2,0)...0 nvl(v_init_screens3,0)...83 nvl(v_init_screens2,0)...3 nvl(v_init_screens3,0)...26 nvl(v_init_screens2,0)...2 nvl(v_init_screens3,0)...87 nvl(v_init_screens2,0)...6 nvl(v_init_screens3,0)...100 nvl(v_init_screens2,0)...2 nvl(v_init_screens3,0)...147 nvl(v_init_screens2,0)...1 nvl(v_init_screens3,0)...43 nvl(v_init_screens2,0)...3 nvl(v_init_screens3,0)...27 nvl(v_init_screens2,0)...0 nvl(v_init_screens3,0)...17 nvl(v_init_screens2,0)...0 nvl(v_init_screens3,0)...18 nvl(v_init_screens2,0)...1 nvl(v_init_screens3,0)...17 nvl(v_init_screens2,0)...0 nvl(v_init_screens3,0)...22 nvl(v_init_screens2,0)...0 nvl(v_init_screens3,0)...13 nvl(v_init_screens2,0)...0 nvl(v_init_screens3,0)...33 nvl(v_init_screens2,0)...1 nvl(v_init_screens3,0)...85 nvl(v_init_screens2,0)...1 nvl(v_init_screens3,0)...13 nvl(v_init_screens2,0)...0 nvl(v_init_screens3,0)...32 nvl(v_init_screens2,0)...1 nvl(v_init_screens3,0)...3 nvl(v_init_screens2,0)...2 nvl(v_init_screens3,0)...85 nvl(v_init_screens2,0)...0							
Initial Screen by 1 Month of Age	Initial Screen Referred	Of Initial Refers # Receiving Re-Screen (ABR)	Of Initial Refers # Receiving Re-Screen (OAE)	Of the Number Rescreened the Number who Referred	Of Total Screened # Who Referred	Of Final Refers # Scheduled for Diagnostic Evaluation	Of Final Refers # Infants who Received Diagnostic Evaluation
State Totals-->							
901/917(98.3%)	78/901(8.5%)	66/78(84.6%)	10/78(12.8%)	21/76(27.6%)	24/901(2.3%)	18/21(85.7%)	16/21(76.2%)

A8.7 EHDI - Transfer Report

Report Parameters					
Screening Hospital/Facility: Facility A					
Start Date: 01-JAN-2017					
End Date: 02-JAN-2017					
Infants Transferred to Another Hospital					
Infant ID(Auris)	Infant Last Name	Infant First Name	Hospital of Birth	Hospital Receiving Transfer	Date of Birth

A8.8 EHDI – Duplicates Report

Report Parameters					
No parameters available for this report.					
Infants Possibly Duplicated in Auris					
Last Name	DOB	Birth Hospital	Gender	Mother's Maiden	Count



Jeffrey A. Meyers  
Commissioner  
Lisa M. Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES  
MATERNAL AND CHILD HEALTH SECTION

29 HAZEN DRIVE, CONCORD, NH 03301-3857  
603-271-4517 1-800-852-3345 Ext. 4517  
Fax: 603-271-4519 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

DATE

NURSE MANMAGER

Facility A  
123 Address  
City, ST Zip

Dear NURSE MANMAGER:

The New Hampshire (NH) Early Hearing Detection and Intervention Program (EHDI) is committed to ensuring quality newborn hearing screening programs at all birth facilities in our state. As part of this effort, the Biannual Performance Measures are enclosed. **The performance measures are based on data from the AURIS database system.**

Please review your facility's biannual performance measures. You are encouraged to share this report with stakeholders within your facility. We encourage you to continually evaluate the key components of your newborn hearing screening program including screener performance, reporting procedures, and referral protocol to maintain program quality.

The NH EHDI program appreciates your commitment to early identification of hearing loss and the efforts of you and your staff. Please do not hesitate to contact me if you have any questions about your report or need any assistance with your program.

Sincerely,

Courtney Keane, MS  
Program Coordinator  
Early Hearing Detection & Intervention  
Program

CK

Enclosures: Biannual Performance Measures

A8.10 EHDI – Letter - Parent Letter



**STATE OF NEW HAMPSHIRE**  
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 www.dhhs.nh.gov

DATE

Dear Parents of **John Smith**:

The Early Hearing Detection and Intervention (EHDI) Program is a state program that works with New Hampshire birth hospitals and hearing testing centers to help families with hearing appointments and services. Our program contacts all families whose infants did not pass on the newborn hearing screen. Our goal is to test all babies by three (3) months of age. The EHDI Program is contacting you because ***your baby did not pass the newborn hearing screening and needs to have further audiological testing completed.***

Babies start learning almost immediately, so it's important to have the diagnostic test to determine if a hearing loss does exist. Please contact our office if you have already been for testing or have scheduled an appointment so that we may update our records. If you have questions about the hearing test or need assistance with an appointment, please call me at (603) 271-4521.

Sincerely,

Follow-up Coordinator  
 Early Hearing Detection and  
 Intervention Program

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

4. Attachment A9 – Newborn Screening (NBS) Reports

A9.1 NBS Data Report

Maternal and Child Health Newborn Screening Program			
All Births			
Dates: 9/1/18 - 9/30/18			
Created on: 11/1/2018			
Missed - NOT Screened	0		
Missed - Screened	0		
Total	0		
<b>Not Screened in NH - Manually Closed:</b> - 7 reasons listed			
① Died	1		<i>transferred out of state</i>
② Transferred Out Of State	2		
Total Closed Records	3		
③ Other			
④ Refused Screening by parents			④ Missed Screening
⑤ Private LAB			⑤ Unknown
<b>Statistics</b>			
<b>Screened/Unscreened:</b>			
Screened in NH	1057	100%	
Unscreened in NH	4	0%	
Total Birth Records	1061	100%	
<b>Matched/Unmatched:</b>			
A) System Match	962	91%	
B) User Matched	95	9%	
C) Unmatched	4	0%	
Total Birth Records	1061	100%	
<b>Total Matched:</b>			
System Matched	962	91%	
User Matched	95	9%	
Total Matched Records	1057	100%	
<b>Not Automatched:</b>			
Unmatched	4	4%	
User Matched	95	96%	
Total Not Automatched	99	100%	

5. Attachment A10 – Perinatal Client Data Forms (PCDF) Reports

5.1 No current system reports being used.

## Attachment B - Business and Technical Requirements

BUSINESS AGREEMENT GENERAL REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>For System Users</b>					
FF	<b>The system shall allow for the system users to:</b>				
B1.1	Have a unique role-based login consisting of a username and password to access the System	M			
B1.1.1	-- Ability to assign Facility ID for external User Name/password	M			
B1.2	Add, modify and delete screening, birth, diagnostic and follow-up information based on role	M			
B1.3	Run reports based on role	M			
B1.4	Perform a functional element file compare of the NH electronic birth certificate record against the NH integrated data management database and produce output (report/on screen) of unmatched individuals	M			
<b>For System Administrator(s):</b>					
	<b>The system shall allow for the system administrator(s) to:</b>				
B2.1	Assign and maintain unique user name and password for NH integrated data management users, including granting permissions based on role	M			
B2.2	Use a unique login consisting of a username and password to access the administrative interface	M			
B2.3	Ability to run standard and custom reports	M			
B2.4	Ability to assign viewing of fields based on user	P			
<b>System Features:</b>					
	<b>The successful vendor will provide an integrated data management system that allows for:</b>				
B3.1	User Access Model - Up to 200 Named Users (both internal and external) within 40 geographically disparate and administratively separate hospitals, follow-up facilities, and intervention agencies	M			
B3.2	A help desk for system administrators and select users to access during normal business hours	M			
B3.3	Interfaces to other software systems including NH Vital Records, Labs, Electronic Health Records, EDW, Courier Tracking Systems and Special Screening Devices including options for real time connections or scheduled jobs. <i>(Using Standard Based Specifications.)</i>	M			
B3.3.1	-- Ability to configure for new records and updates (i.e. name change)	M			
B3.4	Ability to create Global and User-based Dashboards	P			
B3.5	Ability to transfer State of NH data to the State of NH Electronic Data Warehouse (EDW) system on a daily basis	M			
B3.6	Ability to interface with State-wide enterprise business analytic tool(s) (i.e., Tableau, Cognos, Qlik)	P			
B3.7	User-defined fields per programs - Minimum of 5 text, 5 date, 5 numeric	P			
B3.7.1	-- Ability to rename the field	P			
B3.8	Automated matching against mother's information on Newborn Information with weighting configuration	M			
B3.8.1	-- Allow for manual matching and unmatching	M			
B3.9	Screening data to be accepted in the system without Vital Record data	M			
B3.9.1	-- Ability to report unmatched records	M			
B3.10	Ability to use HL7 interface capabilities	M			
B3.11	Ability to view patient records sharing specific data with more than one facility	M			
B3.12	Ability to use various browsers (i.e., Internet Explore, Firefox, Chrome, etc.)	M			
B3.13	Ability to use standard coding, i.e., ICD 9 & 10 Codes	M			
B3.14	API capabilities	P			
<b>Hosting and General Support Services</b>					
	<b>The Vendor Shall:</b>				
B4.1	Maintain expertise in providing the comprehensive hosting and solution for the integrated data management application and database	M			
B4.2	Provide to the NH Project Manager, documentation on backup procedures as well as backup power and redundancy	M			
B4.3	Provide Documentation as well as documentation updates, to include user manuals, schema and data dictionary, system documentation (logical and physical), and system operations	M			
B4.3.1	-- Provide Project Documentation, both electronic and paper	M			
B4.4	Make integrated data management system enhancements upon request and approval from the State of NH	M			
B4.5	Accommodate the training needs of NH integrated data management users, via web-based system(s). Trainings will be scheduled to accommodate the training needs of new integrated data management users; to instruct existing users on the new NH integrated data management application features; and/or as needed as	M			
B4.6	Provide qualified vendor staffing for training NH integrated data management users	M			
B4.7	Provide qualified vendor staffing for data migration	M			
B4.8	Provide qualified vendor staffing for creating various custom reports	M			

## Attachment B - Business and Technical Requirements

B4.9	Provide ability for ad hoc report creation	M			
B4.10	Provide qualified vendor staffing to onboard electronic files to the system	M			
	<b>The System Shall:</b>				
B4.11	Allow New Hampshire DHHS System Administrator(s) and community-based users to enter data and/or submit data via electronic file(s), in a format mutually agreed upon by State and Vendor .	M			
B4.12	Allow NH DHHS System Administrator(s) to update, approve and maintain NH-integrated data management system user accounts, including granting permissions based on role	M			
B4.13	Allow NH DHHS System Administrator(s) to deduplicate records	M			
B4.14	Allow creation of NH integrated data management form letters	M			
B4.14.1	-- Allow maintenance of automated NH integrated data management application form letters	M			
B4.15	Allow secure internal messaging between NH integrated data management users	M			
B4.16	Allow "Opt Out" Capabilities	M			
B4.16.1	-- Allow ability to Identify families (child and parent(s))	M			
B4.16.2	-- Allow ability to configure Business Rules	M			
B4.17	Allow the ability to host application in house or with the vendor	M			
<b>System Administration</b>					
	<b>The Vendor Shall:</b>				
B5.1	Provide general system administration including, functions related to the day-to-day management of the hardware, software, network system, and databases	M			
B5.2	Provide general system administration including, security restriction controls on the Vendor's staff who provide administrative services	M			
B5.3	Provide administrative services to include hosting-site hardware and software administration; code and assessment table maintenance; as well as various data exchanges with other related software systems, e.g. MCH Data Linkages, aka MCH Data Mart	M			
B5.4	Provide general system administration including, functions related to the day-to-day management of the hardware, software, network system, and databases	M			
<b>Birth Conditions - High Level</b>					
BCH	<b>The system shall provide for:</b>				
BCH1.1	Web-based data entry of Birth Conditions screenings	M			
BCH1.2	Ability to add confirmation that child has been included in the SMS (Special Medical Services) NH state system	M			
BCH1.3	Ability to handle "Opt Out" conditions per NH Administrative Rule	M			
BHC1.3.1	-- <b>NH Rule: He-P 3012.04 (e)</b> located at: <a href="http://www.gencourt.state.nh.us/rules/state_agencies/he-p3000.html">http://www.gencourt.state.nh.us/rules/state_agencies/he-p3000.html</a> Scroll down until you reach He-P3012 BIRTH CONDITIONS PROGRAM	M			
<b>Birth Conditions - Detail Requirements</b>					
BCD	<b>The system shall provide for:</b>				
BCD1.1	Data Elements examples - <b>See Attachment A1</b>	M			
BCD1.2	Data Migration from the current system - ALL Years	M			
BCD1.3	Ability to enter field-based notes	M			
BCD1.3.1	-- Free Text	M			
BCD1.3.2	-- Boiler Plate/Forms	P			
BCD1.4	Reporting				
BCD1.4.1	-- Reports examples (includes Federal Reporting & Program Reporting (NBDPN - National Birth Defects Prevention) <b>See Attachment A6</b>	M			
BCD1.4.2	-- Ability to create Letters (with Templates) <b>See Attachment A6.9-10</b>	M			
BCD1.4.3	-- ICD 9 and 10 codes for searching & reporting <b>See Attachment A6.15</b>	M			
BCD1.4.4	-- Ability to "Save As" for reports (e.g., .pdf, .docx, .txt, etc.)	M			
<b>Critical Congenital Heart Defect (CCHD) - High Level</b>					
CCH	<b>The system shall provide for:</b>				
CCH1.1	Web-based data entry for CCHD screenings	M			
CCH1.2	Download of Electronic Health Record (EHR) data	M			
CCH1.3	Capturing results from screening special devices	M			
CCH1.4	Timely Data - Within 24 hours of screening	M			
<b>Critical Congenital Heart Defect (CCHD) - Detail Requirements</b>					
CCD	<b>The system shall provide for:</b>				
CCD1.1	Data Elements examples - <b>See Attachment A2</b>	M			
CCD1.2	Reporting				
CCD1.2.1	-- Reports examples <b>See Attachment A7</b>	M			
CCD1.2.2	-- Ability to "Save As" for reports (e.g., .pdf, .docx, .txt, etc.)	M			
CCD1.3	Ability to enter field-based notes	M			
CCD1.3.1	-- Ability to document on babies requiring further care and intervention	M			
CCD1.3.2	-- Ability to document care coordination as needed	M			
CCD1.3.3	-- Free Text	M			
CCD1.3.4	-- Boiler Plate/Forms	P			

## Attachment B - Business and Technical Requirements

<b>Early Hearing Detection &amp; Intervention - (EHD) - High Level</b>					
EHH	<b>The system shall provide for:</b>				
EHH1.1	Web-based data entry of EHD screenings	M			
EHH1.2	Capturing results from screening special devices	M			
EHH1.3	Capability to flag high-risk infant screening and diagnosis	M			
<b>Early Hearing Detection &amp; Intervention - (EHD) - Detail Requirements</b>					
EHD	<b>The system shall provide for:</b>				
EHD1.1	Data Elements examples - <b>See Attachment A3</b>	M			
EHD1.2	Data Migration from the Auris system - approximately 3 years	M			
EHD1.3	Ability to enter field-based notes	M			
EHD1.3.1	-- Ability to document on babies requiring further care and intervention	M			
EHD1.3.2	-- Ability to document care coordination as needed	M			
EHD1.3.3	-- Free Text	M			
EHD1.3.4	-- Boiler Plate/Forms	P			
EHD1.4	Reporting				
EHD1.4.1	-- Reports examples <b>See Attachment A8.1-8</b>	M			
EHD1.4.2	-- Ability to create Letters (with Templates) <b>See Attachment A8.9-10</b>	M			
EHD1.4.3	-- Ability to "Save As" for reports (e.g., .pdf, .docx, .txt, etc.)	M			
<b>Newborn Screening (NBS) - High Level</b>					
NBH	<b>The system shall provide for:</b>				
NBH1.1	Linking of the Newborn vital record with newborn screening lab results	M			
<b>Newborn Screening (NBS) - Detail Requirements</b>					
NBD	<b>The system shall provide for:</b>				
NBD1.1	Data Elements examples - <b>See Attachment A4</b>	M			
NBD1.2	Data Migration from the MCH Data Linkage system - ALL data	P			
NBD1.3	Reporting				
NBD1.3.1	-- Reports examples <b>See Attachment A9</b>	M			
NBD1.3.2	-- Ability to "Save As" for reports (e.g., .pdf, .docx, .txt, etc.)	M			
<b>Perinatal Client Data Forms (PCDF) - High Level</b>					
PCH	<b>The system shall provide for:</b>				
PCH1.1	Web-based data entry for administration of the PCDF data form	M			
PCH1.1.1	-- Via online-form <i>or</i>	M			
PCH1.1.2	-- Upload into system	M			
<b>Perinatal Client Data Forms (PCDF) - Detail Requirements</b>					
PCD	<b>The system shall provide for:</b>				
PCD1.1	Data Elements examples - <b>See Attachment A5</b>	M			
PCD1.2	Reporting				
PCD1.2.1	-- Reports examples <b>See Attachment A10</b>				
PCD1.2.2	-- Ability to "Save As" for reports (e.g., .pdf, .docx, .txt, etc.)	M			
<b>Vitals Records- Detail Requirements</b>					
VRD1	Vital Record Number ID - Shall be assigned by the NHVRIN system	M			
VRD1.1	--- Cannot be edited	M			
VRD1.2	Vital Statistics Data (transferred from the NHVRIN system)is NOT editable	M			
VRD1.3	All Vital Statistics Data populated in the program area modules are editable	M			

# Attachment B - Business and Technical Requirements

Attachment: Project Requirements

TESTING					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>APPLICATION SECURITY TESTING</b>					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M			
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M			
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	M			
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M			
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M			
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M			
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M			
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M			
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M			
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M			
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M			
T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. ( At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> ))	M			
T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M			
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M			
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M			
<b>STANDARD TESTING</b>					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology as more fully described in <a href="#">Section XXXX</a> .	M			
T2.2	The Vendor must perform application stress testing and tuning as more fully described in <a href="#">Section XXXX</a> .	M			
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M			
T2.4	The vendor must define and test disaster recovery procedures.	M			

## Attachment B - Business and Technical Requirements

HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>OPERATIONS</b>					
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%	M			
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M			
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M			
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M			
H1.5	Vendor shall monitor System, security, and application logs.	M			
H1.6	Vendor shall manage the sharing of data resources.	M			
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M			
H1.8	The Vendor shall monitor physical hardware.	M			
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M			
H1.10	The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M			
<b>DISASTER RECOVERY</b>					
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M			
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M			
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M			
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M			
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M			
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M			
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M			

## Attachment B - Business and Technical Requirements

HOSTING SECURITY					
H3.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M			
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M			
H3.3	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, shall have aggressive intrusion-detection and firewall protection.	M			
H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M			
H3.5	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M			
H3.6	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M			
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M			
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardend in accordance with guidelines set forth by CIS, NIST or NSA	M			
H3.9	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M			
H3.10	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M			
SERVICE LEVEL AGREEMENT					
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M			
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M			
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M			
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.				
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST;	M			
H4.6	The Vendor shall conform to the specific deficiency class as described: <ul style="list-style-type: none"> <li>o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</li> <li>o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</li> <li>o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</li> </ul>	M			

## Attachment B - Business and Technical Requirements

H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;	M			
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M			
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M			
H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State’s account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M			
H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M			
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M			
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M			
H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M			

Attachment C - Standard Requirements

SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M			
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M			
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M			
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST;	M			
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: <ul style="list-style-type: none"> <li>o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</li> <li>o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</li> <li>o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</li> </ul>	M			
S1.6	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M			
S1.7	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P			
S1.8	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P			
S1.9	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties: <ul style="list-style-type: none"> <li>a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;</li> <li>b. Class B &amp; C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties</li> </ul>	M			
S1.10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M			
S1.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M			

Attachment C - Standard Requirements

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
S1.12	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M			