



**State of New Hampshire  
Department of Health and Human Services**

REQUEST FOR APPLICATION RFA-2020-DLTSS-01-SERVI

FOR

ServiceLink Aging and Disability Resource Center Services

**November 1, 2019**



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Please see the online Document Library for additional information. ..**Error! Bookmark not defined.**

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## REQUEST FOR APPLICATIONS

*The Department is requesting that all Contractors review the Request for Applications, all Exhibits, Instructions, and supporting documentation in their entirety. Per Exhibits H, I and J, applications for each state-wide optional services require a separate application.*

### 1. Request for Services

#### 1.1. Purpose

- 1.1.1. This Request for Applications (RFA) is published to solicit applications from Vendors to provide Aging and Disability Resource Center ServiceLink services in ten (10) geographic areas of the state, as defined in Appendix F. ServiceLink services assist all populations, including those over age 60, and adults with physical, intellectual, development disability or mental illness, by:
  - 1.1.1.1. Improving access to information on the full range of long-term services and supports.
  - 1.1.1.2. Improving access to public programs, including Medicaid long-term support programs and benefits.
- 1.1.2. Vendors may submit applications to provide services in one or more than one Geographic Area, as described in Appendix F, Geographic Areas.

#### 1.2. Overview

- 1.2.1. The Bureau of Elderly and Adult Services (BEAS) provides a variety of social and long-term supports to adults age 60 and older and to adults between the ages of 18 and 60 who have a chronic illness or disability. Social and long-term services and supports can be accessed through the ServiceLink Resource Centers and the New Hampshire Department of Health and Humans Services (DHHS) District Offices. Services and supports are intended to assist people to live as independently as possible in safety and with dignity.
- 1.2.2. ServiceLink Resource Centers are statewide network of community-based resources for older individuals, and adults living with disabilities and their families. The ServiceLink Resource Centers are available to anyone who needs assistance, guidance, help finding services, or support to independently. ServiceLink partners promote the independence and well-being of the people they serve at locally based offices and many satellites throughout New Hampshire.
- 1.2.3. Information and general guidance regarding program services is available in the on-line Document Library. The library includes:
  - 1.2.3.1. The Refer 7.5 User Manual, ServiceLink Aging & Disability Resource Center Version 3.0 Edited 12/1/15.
  - 1.2.3.2. Monitoring and Tracking Guidelines for ServiceLink Contractors.
  - 1.2.3.3. Aging and Disability Resource Center (ADRC) Criteria.
  - 1.2.3.4. ServiceLink & NHCarePath (No Wrong Door (NWD) System of Access for Long Term Supports and Services)
  - 1.2.3.5. State Health Insurance Assistance (SHIP) Program Standards Document
  - 1.2.3.6. The New Hampshire Family Caregiver Support Program &



Alzheimer's Disease and Related Disorders.

- 1.2.3.7. The Senior Medicare Patrol Program.
- 1.2.3.8. Veteran Directed Care (VD-Care) Program Information.
- 1.2.3.9. No Wrong Door (NWD) System of Access

### 1.3. Scope of Services

- 1.3.1. The selected vendors will provide access to long-term services and supports, which are home and community-based services provided to individuals to support their level of independence in the home and community.
- 1.3.2. The selected vendors must provide all of the following services:
  - 1.3.2.1. Administration of Servicelink services, which includes:
    - 1.3.2.1.1. General Requirements as outlined in Appendix G; ServiceLink Scope of Services and
    - 1.3.2.1.2. Outreach & Education Services, as outlined in Appendix G, ServiceLink Scope of Services.
  - 1.3.2.2. Consumer Information, Referral and Counseling Services, which includes:
    - 1.3.2.2.1. Information and Referral/ Assistance Plan (I&R/A), as outlined in Appendix G, ServiceLink Scope of Services;
    - 1.3.2.2.2. Transition Support Services, as outlined in Appendix G, ServiceLink Scope of Services; and
    - 1.3.2.2.3. Specialized Care Transition Counseling, as outlined in Appendix G, . ServiceLink Scope of Services
  - 1.3.2.3. Consumer Program Eligibility and Enrollment, which includes:
    - 1.3.2.3.1. Long Term Supports and Services (LTSS) Eligibility Determination Services, as outlined in Appendix G, ServiceLink Scope of Services;
    - 1.3.2.3.2. Nursing Facility (NF) Level of Care (LOC) Determinations, as outlined in Appendix G, ServiceLink Scope of Services; and
    - 1.3.2.3.3. Preadmission Screening and Resident Review (PASRR), Level I Pre-Admission Screening Services, as outlined in Appendix G, ServiceLink Scope of Services.
  - 1.3.2.4. Specialty Programs Services that include:
    - 1.3.2.4.1. Family Caregiver Support Services, as outlined in Appendix G, ServiceLink Scope of Services;
    - 1.3.2.4.2. State Health Insurance Program (SHIP) Assistance, as outlined in Appendix G, ServiceLink Scope of Services;
    - 1.3.2.4.3. Medicare Improvement for Patients and Providers Act (MIPPA) Medicare Program Promotion Services, as



outlined in Appendix G, ServiceLink Scope of Services;

- 1.3.2.4.4. Senior Medicare Patrol (SMP) Services, as outlined in Appendix G, ServiceLink Scope of Services; and
  - 1.3.2.4.5. Veteran Directed Care (VD-care) Services a/k/a Veterans Independence Program (VIP), as outlined in Appendix G, ServiceLink Scope of Services.
- 1.3.3. The selected vendors must provide services as described above and as specified in Appendix G, ServiceLink Scope of Services.
  - 1.3.4. Vendors who apply to provide services in Paragraph 1.3.1 through Paragraph 1.3.3, above, may also submit a separate application to provide statewide services for one (1), two (2), or all of the following:
    - 1.3.4.1. State Health Insurance Assistance Program Trainer (SHIP), including Medicare Compare, as specified in Appendix H, SHIP Trainer Scope of Services.
    - 1.3.4.2. Medicaid Eligibility Coordinator for up to two (2) full time positions, as specified in Appendix I Medicaid Eligibility Coordinator Scope of Services.
    - 1.3.4.3. Preadmission Screening and Resident Review (PASRR) – Level II Evaluations, as specified in Appendix J, PASSR Level II Scope of Services.

#### 1.4. Compensation & Contract Value

- 1.4.1. Funding for the resulting contract(s) is contingent upon meeting the requirements of several funding sources as specified in Appendix K – Funding Table.
- 1.4.2. Funding is available for State Fiscal Year 2020 and anticipated to be available in State Fiscal Year 2021 in the amounts specified for each program and each geographic region identified in Appendix K - Funding Table.

#### 1.5. Contract Period

- 1.5.1. The contracts resulting from this RFA will be effective July 1, 2020 or the date of Governor and Executive Council approval, whichever is later, through June 30, 2022.
- 1.5.2. The Department reserves the right to renew contract services for up to two (2) additional years subject to continued availability of funding, satisfactory vendor performance and approval of the Governor and Executive Council.

#### 1.6. Mandatory Responses to RFA Questions

- 1.6.1. All Vendors applying to this RFA, must respond to the six (6) questions below to provide all the ServiceLink Services in listed in Section 1.3.2, above.
- 1.6.2. Vendors **must submit a separate application and responses** to the following questions **for each geographic region for which an application is submitted**.

*Q.1 Describe your knowledge of the demographics and population needs for services within the geographic area for which you are applying. Include your*



*experience in assisting the target population.*

- Q.2 *What is your capacity to meet the requirements of this RFA? Include a narrative summary of how your mission statement aligns with the goals of this RFA.*
- Q.3 *Describe, in narrative form, your understanding of ServiceLink and your ability to work collaboratively with other agencies.*
- Q.4 *Describe, in narrative form, your ability to provide the services described in Subsection 1.3, Scope of Services, Paragraph 1.3.1 through Paragraph 1.3.3.*
- Q.5 *Provide your staffing plan that demonstrates your capability to provide services. Include:*
- a. *Your organizational chart.*
  - b. *Resumes for filled positions.*
  - c. *Job descriptions for vacant positions.*
  - d. *Any specialized staff training completed relevant to providing services in this RFA.*
- Q.6 *Provide a budget based on the funding allocated for each geographic area that you are applying for, as listed in Appendix K, Funding table, for each State Fiscal Year.*
- 1.6.3. Vendors who are applying to provide State Health Insurance Assistance Program (SHIP) Trainer services as described in Appendix H, SHIP Trainer Scope of Services, must submit a separate application and respond to questions Qa.1-Qa. 4.
- Qa.1 *Describe, in narrative form, your ability to perform State Health Insurance Assistance Program training services statewide, as described in Appendix H, SHIP Trainer Scope of Services, including any specialized staff training completed.*
- Qa.2 *Include a narrative summary of how your mission statement aligns with the provision of these services.*
- Qa.3 *Describe, in narrative form, your organization's experience providing SHIP services.*
- Qa.4 *Provide a budget for SHIP Trainer Services provided for each State Fiscal Year, based on the funding as allocated in Appendix K, Funding Table.*
- 1.6.4. Vendors who are applying to provide Medicaid Eligibility Coordinator services, statewide, as described in Appendix I, Medicaid Eligibility Assessment Coordinator Scope of Services, must submit a separate application and respond to questions Qb 1 through Qb 4.
- Qb.1 *State if your application is for one (1) or two (2) positions. Describe, in narrative form, your ability to provide Medicaid Eligibility Assessment Coordinator services statewide, as described in Appendix I, Medicaid Eligibility Assessment Coordinator Scope of Services, including any specialized staff training completed.*
- Qb.2 *Include a narrative summary of how your mission statement aligns with the*



*provision of these services.*

*Qb.3 Describe, in narrative form, your organization’s experience providing Medicaid Eligibility Assessment Coordinator services.*

*Qb.4 Provide a budget for Medicaid Eligibility Assessment Coordinator Services for each SFY, based on the funding as allocated in Appendix K, Funding Table.*

1.6.5. Vendors who are applying to provide Preadmission Screening and Resident Review (PASRR) – Level II services as described in Appendix J, ,PASRR Level II Scope of Services must submit a separate application and respond to questions Qc 1 through Qc 4.

*Qc.1 Describe, in narrative form, your ability to perform PASRR – Level II Evaluation services statewide, as described in Appendix J, PASRR Level II Scope of Services, including any specialized staff training completed.*

*Qc.2 Include a narrative summary of how your mission statement aligns with the provision of these services.*

*Qc.3 Describe, in narrative form, your organization’s experience providing PASRR services.*

*Qc.4 Provide a budget for PASRR – Level II Evaluation Services for each State Fiscal Year based on the funding as allocated in Appendix K, Funding Table.*

## 1.7. RFA Evaluation

### 1.7.1. Required Services

Knowledge and experience with population (Q1)	30 Points
Capacity and alignment (Q2)	15 Points
Understanding of ServiceLink (Q3)	15 Points
Ability to provide services (Q4)	15 Points
Staffing plan (Q5)	15 Points
Budget (Q6)	15 Points

*Total possible points for applications to provide required services for ServiceLink geographic regions – 105 Points*

### 1.7.2. Optional Services

#### 1.7.2.1. State Health Insurance Assistance Program Trainer

Ability (Qa1)	10 Points
Understanding of role (Qa2)	10 Points
Experience and capacity (Qa3)	15 Points
Budget (Qa4)	10 Points

*Total points available for SHIP Trainer - 45 Points.*

#### 1.7.2.2. Medicaid Eligibility Assessment Coordinator

Ability (Qb1)	10 Points
Understanding of role (Qb2)	10 Points



Experience and capacity (Qb3)	15 Points
Budget (Qb4)	10 Points

*Total points available for Medicaid Eligibility Assessment Coordinator - 45 Points*

1.7.2.3. Preadmission Screening and Resident Review (PASRR) – Level II Evaluation Services

Ability (Qc1)	10 Points
Understanding of role (Qc2)	10 Points
Experience and capacity (Qc3)	15 Points
Budget (Qc4)	10 Points

*Total points available for PASSR Level II Services - 45 Points*

**1.8. Request for Applications Terminology**

1.8.1. For purposes of this RFA, the following terms may be used interchangeably:

- Vendor, Contractor, Bidder, Responder.
- Attendee, Registrant, Individual.
- RFA, Solicitation, or Procurement.
- Bid, Proposal, or Offer.
- ServiceLink, ADRC.
- State of New Hampshire, State, Department, DHHS.

1.8.2. Acronyms:

- ACL:** Administration for Community Living
- ADRC:** Aging and Disability Resource Centers
- AtinNH:** Assistive Technology in New Hampshire
- BEAS:** Bureau of Elderly and Adult Services
- BFA:** Bureau of family Assistance
- CIL:** Centers for Independent Living
- DCS:** Division of Client Services
- DHHS:** Department of Health and Human Services
- FMS:** Financial Management Services
- ICF-MR:** Intermediate Care Facilities for Persons with Mental Retardation (**ICF-MR**)
- I&R/A:** Information and Referral/Assistance
- LCAs:** Local Contact Agencies
- LIS:** Low-income Subsidy
- LTSS:** Long-term Supports and Services
- MEA:** Medical Eligibility Assessment
- MIPPA:** Medicare Improvements for Patients and Providers Act



**MOU:** Memorandum of Understanding

**NWD:** No Wrong Door

**OAA:** Older Americans Act

**OIG:** Office of Inspector General

**PASRR:** Preadmission Screening and Resident Review

**RFP:** Request for Proposal

**SFY:** State Fiscal Year

**SHIP:** State Health Insurance Assistance Program

**SIRS:** Senior Medicare Patrol Information and Reporting System

**SMP:** Senior Medicare Patrol Program

**VAMC:** Veterans Administration Medical Center

**VD-HCBS:** Veterans Directed Home and Community-Based Services

**VHA:** Veterans Health Administration

1.8.3. Definitions:

**Aging and Disability Resource Centers (ADRCs):** ADRC is a collaborative effort of the United States Administration on Community Living (ACL) and the Centers for Medicare and Medicaid Services (CMS). ADRCs serve as single points of entry into the long-term supports and services (LTSS) system for older adults and individuals with disabilities of all income levels. Sometimes referred to as “one-stop shops” or “no wrong door” systems, ADRCs address many of the frustrations consumers and their families experience when trying to find needed information, services, and supports. Through integration or coordination of existing aging and disability service systems, ADRC programs raise visibility about the full range of options that are available, provide objective information, advice, counseling and assistance, empower people to make informed decisions about their long term supports, and help people more easily access public and private long term supports and services programs. In New Hampshire an ADRC is call the New Hampshire ServiceLink Aging and Disability Resource Center (ServiceLink). More Information may be found at:

<https://www.adrc-tae.acl.gov/tiki-index.php?page=ADRCHomeTest>

**DHHS:** Department of Health and Human Services, the State Department that administers ServiceLink.

**Long-Term Supports and Services (LTSS):** Home and community-based services provided to individuals to support their level of independence in the home and community.

**No Wrong Door (NWD):** The NWD approach operationally involves a wide array of agencies and organizations working collaboratively to effectively reach and serve a broad range of populations. Population groups include older adults, individuals with physical disabilities of all ages, individuals with intellectual and developmental disabilities, and individuals interested in planning and/or paying for their LTSS needs. The NWD process is the formal “point of entry” into the State’s LTSS system and is used to fundamentally change the experience of



consumers who encounter the LTSS system so it becomes more responsive to the preferences and personal goals of its citizens who need, or may at some point need, LTSS.

**Person-Centered Options Counseling:** Describes an approach that respects and responds to individual needs, goals, and values. Within a person-centered approach, individuals and providers work in full partnership to guarantee that each individual's values, experiences, and knowledge drive the creation of an individualized plan and delivery of services.

**Preadmission Screening and Resident Review (PASRR):** A federal requirement to help ensure that individuals are not inappropriately placed in nursing homes for long term care. PASRR requires that Medicaid-certified nursing facilities: Evaluate all applicants for serious mental illness (SMI) and/or intellectual disability (ID).

**Level I: Review Level 1 Pre-Admission Screens (PAS) to identify whether an individual has evidence of a Mental Illness (MI), Intellectual Disability (ID), or a related condition.**

**Level II: Further evaluation to confirm whether the applicant has MI/ID assess the applicant's need for nursing facility service and to assess whether the applicant requires specialized services or specialized rehabilitative services.**

**Quarter:** A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**Refer 7:** The centralized database used by ServiceLink Contractors to assist staff with information about service resources statewide, support documentation, and back-up storage for program information and client inquiry records. The Refer 7 system allows users to track client records and generate reporting data on those contacts.

**RFP:** Request for Proposals are an invitation to submit a proposal to provide specified goods or services, where the particulars of the goods or services and the price are proposed by the vendor and, for proposals meeting or exceeding specifications, selection is according to identified criteria as provided by RSA 21-I:22-a and RSA 21-I:22-b.

**ServiceLink Aging and Disability Resource Center (ServiceLink):** The formal name for the Aging and Disability Resource Centers in New Hampshire.

**State Fiscal Year:** The State of New Hampshire fiscal year for the period starting July 1 and ending June 30.

**DHHS** – Department of Health and Human Services.

**RFA** – Request for Applications. A Request for Applications means an invitation to submit an offer to provide identified services to an agency where the amount of funding available and the particulars of how the services are to be provided are defined by the agency and where the selection of qualifying vendors will be according to identified criteria as provided in RSA 21-I:22-a and RSA 21-I:22-b.



## 2. Notices

### 2.1. RFA Amendment

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

### 2.2. Application Submission

- 2.2.1. Proposals must be addressed for delivery to the Contract Specialist at the address specified in Section 3.3.2., and marked with RFA-2020-DLTSS-01-SERVI.
- 2.2.2. DHHS must receive the proposal by the time and date specified in Section 3.3.1. and in the manner specified or it will be rejected as non-compliant. In limited circumstances where a deviation is minor, explainable, and has no material impact on the competition between the proposers, a deviation may be waived by the Department.
- 2.2.3. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded if not re-claimed by the bidding Bidder by the time the contract is awarded. Delivery of the Proposals shall be at the Bidder's expense.
- 2.2.4. Applicants shall be presumed to be in agreement with the terms and conditions of the RFA and the sample contract in Appendix B, unless Applicant takes specific exception to one or more conditions through specifying these on Appendix A. For instructions see Appendix A.

### 2.3. Contract Monitoring Provisions

- 2.3.1. All Applicants must complete Appendix E Contract Monitoring Provisions.
- 2.3.2. The Department will determine if enhanced contract monitoring is necessary for any selected Vendor(s).

### 2.4. Compliance

- 2.4.1. Applicants must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.
- 2.4.2. The selected Vendor(s) must meet all information security and privacy requirements as set by the Department.
- 2.4.3. Culturally and Linguistically Appropriate Standards
  - 2.4.3.1. The New Hampshire Department of Health and Human Services (DHHS) is committed to reducing health disparities in New Hampshire. DHHS recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, DHHS is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as



a means of ensuring access to quality care for all. As part of that commitment DHHS continuously strives to improve existing programs and services, and to bring them in line with current best practices.

- 2.4.3.2. DHHS requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.
- 2.4.3.3. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the DHHS website.
- 2.4.3.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.
- 2.4.3.5. Applicants are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 2.4.3.6. Successful Applicants will be:
  - 2.4.3.6.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council; and
  - 2.4.3.6.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the DHHS website.
- 2.4.3.7. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an



organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:

- 2.4.3.7.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
  - 2.4.3.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;
  - 2.4.3.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and
  - 2.4.3.7.4. The resources available to the organization to provide language assistance.
- 2.4.3.8. **Applicants are required to complete the TWO (2) steps listed in the Appendix C to this RFA, as part of their Application.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Applicants' program design, which in turn, will allow Applicants to put forth the best possible Application.
- 2.4.3.9. For guidance on completing the two steps in Appendix C, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFA, which is posted on the DHHS website. <http://www.dhhs.nh.gov/business/forms.htm>.

## 2.5. Non-Collusion

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

## 2.6. Applicant Withdrawal

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

## 2.7. Public Disclosure

- 2.7.1. The content of a bidder's Application must remain confidential until the Governor and Executive Council have approved a contract as a result of this RFA. A Bidder's disclosure or distribution of the contents of its Application, other than to the State, will be grounds for disqualification at the State's sole discretion.
- 2.7.2. The content of each Application and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of an Application in response to



this RFA may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFA will be made accessible to the public online via the website Transparent NH ([www.nh.gov/transparentnh/](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.

- 2.7.3. Insofar as an Applicant seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Applicant must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and application section the specific information the Applicant claims to be exempt from public disclosure pursuant to RSA 91-A:5.
- 2.7.4. Each Applicant acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by an Applicant as confidential, DHHS shall notify the Applicant and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Applicant's responsibility and at the Applicant's sole expense. If the Applicant fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Applicant without incurring any liability to the Applicant.

## **2.8. Non-Commitment**

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

## **2.9. Liability**

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

## **2.10. Request for Additional Information or Materials**

During the period from date of Application submission to the date of Contractor selection, DHHS may request of any Applicant additional information or materials needed to clarify information presented in the Application. Key personnel shall be available for interviews.

## **2.11. Oral Presentations and Discussions**

DHHS reserves the right to require some or all Applicants to make oral presentations of their Application. Any and all costs associated with an oral presentation shall be borne entirely by the Applicant.

## **2.12. Successful Applicant Notice and Contract Negotiations**

- 2.12.1. If an Applicant(s) is selected, the State will notify the successful Applicant(s) in



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

- 2.12.2. In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for Applications (RFAs) from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.

### **2.13. Scope of Award and Contract Award Notice**

- 2.13.1. DHHS reserves the right to award a service, part of a service, group of services, or total services and to reject any and all Applications in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.
- 2.13.2. If a contract is awarded, the Applicant must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

### **2.14. Site Visits**

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

### **2.15. Protest of Intended Award**

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

### **2.16. Contingency**

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



### 3. Application Process

#### 3.1. Overview

- 3.1.1. The Contractor will submit the following for consideration:
  - 3.1.1.1. One (1) application for **each proposed region of service**.
  - 3.1.1.2. One (1) application for **each state-wide optional service**.
  - 3.1.1.3. *Must submit a minimum of one (1) application for a proposed region of service to be eligible for consideration of state-wide optional service(s).*
- 3.1.2. Application documents identified below must be submitted on standard eight and one-half by eleven inch (8 ½" X 11") white paper, using font size 12 or larger. Application documents must be presented in the order indicated below and stapled in the top left hand corner. Please include the original application, marked "Original" as well as three (3) copies, marked "Copies" and one electronic copy.
- 3.1.3. Applications must conform to all instructions, requirements and contents indicated below.

#### 3.2. Application Content

- 3.2.1. A **Transmittal Cover Letter** on the Applicant's letterhead that must:
  - 3.2.1.1. Reference RFA-2020-DLTSS-01-SERVI. Identify the name, title, mailing address, telephone number and email address of the person authorized by the Applicant to contractually obligate the agency or individual;
  - 3.2.1.2. Acknowledge that the Applicant has read this Request for Application, understands it, and agrees to be bound by its requirements;
  - 3.2.1.3. Confirm that Appendix A, Exceptions to Terms and Conditions, is included with the Application (Appendix A is attached);
  - 3.2.1.4. Contain the date that the Application was submitted; and
  - 3.2.1.5. Be signed by an individual who is authorized to bind the Applicant to all statements, including services and prices contained in this Request for Application.
- 3.2.2. Mandatory Responses to RFA Questions in Section 1.6.
- 3.2.3. **Licenses, Certificates and Permits** as required by this Request for Application.
- 3.2.4. Current Certificate of Insurance
- 3.2.5. Three (3) references for the Applicant. Each reference must include:
  - 3.2.5.1. Name, address, telephone number of the reference.
  - 3.2.5.2. Description of the nature of the relationship between the Applicant and the reference.
  - 3.2.5.3. Length of time the reference has been affiliated with the Applicant.
- 3.2.6. **Affiliations – Conflict of Interest Statement** regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the



affiliation would not represent a conflict of interest.

- 3.2.7. Statement of Bidder's Financial Condition (Note: If applicant is an individual, this Section does not apply.)
  - 3.2.7.1. The organization's financial solvency will be evaluated. The Bidder's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.
  - 3.2.7.2. Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.
  - 3.2.7.3. Complete financial statements must include the following:
    - 3.2.7.3.1. Opinion of Certified Public Accountant
    - 3.2.7.3.2. Balance Sheet
    - 3.2.7.3.3. Income Statement
    - 3.2.7.3.4. Statement of Cash Flow
    - 3.2.7.3.5. Statement of Stockholder's Equity of Fund Balance
    - 3.2.7.3.6. Complete Financial Notes
    - 3.2.7.3.7. Consolidating and Supplemental Financial Schedules
  - 3.2.7.4. A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.
  - 3.2.7.5. If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:
    - 3.2.7.5.1. Uncertified financial statements; and
    - 3.2.7.5.2. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.



- 3.2.8. **Appendix A** – Exceptions to Terms and Conditions
- 3.2.9. **Appendix C** – CLAS Requirements
- 3.2.10. **Appendix D** – Budget Sheets
- 3.2.11. **Appendix E** – Contract Monitoring Provisions – Management Questionnaire (Pages 3 and 4). Multiple items may be N/A for an applicant who is an individual.

**3.3. Application Submission Deadline**

3.3.1. Schedule of Events

Item	Action	Date
1.	Release RFA	November 1, 2019
3.	RFA Questions Submission Deadline	November 18, 2019
4.	DHHS Response to Questions Published	November 26, 2019
5.	Application Submission Deadline	January 2, 2020 at <b>2:00 PM</b>

Applications must be received by **2:00 PM** (Eastern Standard Time), January 2, 2020.

3.3.2. All Applications must be submitted to:

State of New Hampshire  
 Department of Health and Human Services  
 Katie Murphy  
 Contracts & Procurement Unit  
 129 Pleasant Street  
 Concord NH 03301  
 Email: Susan.Murphy@dhhs.nh.gov  
 Phone: (603) 271-9685

**4. Appendices**

- 4.1. **Appendix A – Exceptions to Terms and Conditions**
- 4.2. **Appendix B – Contract Minimum Requirements**
- 4.3. **Appendix C – CLAS Requirements**
- 4.4. **Appendix D – Budget Worksheet**
- 4.5. **Appendix E – Contract Monitoring Provisions**
- 4.6. **Appendix F – Geographic Areas**
- 4.7. **Appendix G – ServiceLink Scope of Services**
- 4.8. **Appendix H - SHIP Trainer Scope of Services**
- 4.9. **Appendix I –Medicaid Eligibility Assessment Coordinator Scope of Services**
- 4.10. **Appendix J –PASRR Level II Scope of Services**
- 4.11. **Appendix K- Funding Table**

**APPENDIX A**

**EXCEPTIONS TO TERMS AND CONDITIONS**

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

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

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

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

<b>Responder Name:</b>	
<b><u>Term &amp; Condition Number/Provision</u></b>	<b><u>Explanation of Exception</u></b>

*By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFA and the sample Contract Standard Language, Appendix B, except those clearly outlined as exceptions above.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Subject: \_\_\_\_\_

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

**AGREEMENT**

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

**GENERAL PROVISIONS****1. IDENTIFICATION.**

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

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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



**SPECIAL PROVISIONS**

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

**DEFINITIONS**

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

\_\_\_\_\_ Date

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

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**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

\_\_\_\_\_  
Date

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



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION**  
**AND OTHER RESPONSIBILITY MATTERS**

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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services’ (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

\_\_\_\_\_ Date

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



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Contractor Initials \_\_\_\_\_

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



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

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

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

Contractor Name: \_\_\_\_\_

\_\_\_\_\_  
Date

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

DRAFT

Exhibit G

Contractor Initials \_\_\_\_\_

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

Date \_\_\_\_\_



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: \_\_\_\_\_

\_\_\_\_\_  
Date

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

DRAFT



## Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

- 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



## 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.



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.

\_\_\_\_\_  
The State

\_\_\_\_\_  
Name of the Contractor

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: \_\_\_\_\_

\_\_\_\_\_  
Date

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



**FORM A**

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

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

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

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

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

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

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

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

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

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

Name: _____	Amount: _____

**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

**New Hampshire Department of Health and Human Services****Exhibit K****DHHS Information Security Requirements**

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

**New Hampshire Department of Health and Human Services****Exhibit K****DHHS Information Security Requirements**

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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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.

**New Hampshire Department of Health and Human Services****Exhibit K****DHHS Information Security Requirements**

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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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

**New Hampshire Department of Health and Human Services**



**Exhibit K**

**DHHS Information Security Requirements**

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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 contact for Data Management or Data Exchange issues:  
DHHSInformationSecurityOffice@dhhs.nh.gov
- B. DHHS contacts for Privacy issues:  
DHHSPrivacyOfficer@dhhs.nh.gov
- C. DHHS contact for Information Security issues:  
DHHSInformationSecurityOffice@dhhs.nh.gov
- D. DHHS contact for Breach notifications:  
DHHSInformationSecurityOffice@dhhs.nh.gov  
DHHSPrivacy.Officer@dhhs.nh.gov



**APPENDIX B**  
**EXHIBIT L**  
**COMPUTER USE POLICY & AGREEMENT**

**1. PURPOSE**

The purpose of this policy is to specify the appropriate use of computers, computer equipment, software, systems, networks, files, electronic mail, and the Internet by employees of the *DHHS*. This policy applies to full or part-time State employees; volunteers and interns authorized to use State computing resources; and contractors, vendors or individuals associated with the State and authorized to use State computing resources, hereinafter referred to as ‘Authorized Users.’

**2. POLICY**

Review and Signature by each Authorized User is required annually.

**3. DEFINITIONS**

- 3.1. “Computer use” means the use of a State computer and/or the State’s electronic systems, including networks, software, electronic mail (e-mail) use of the Internet, and storage of and access to files through such computers or systems.
- 3.2. “Commissioner” means the Commissioner of the *Department of Health and Human Services*. (*Commissioner can be modified throughout the document to Executive Director or other as appropriate.*)
- 3.3. “*DHHS*” or “the Agency or Department” means the Department of Health and Human Services (*These references can be modified throughout the document to Department, Commission, or other as appropriate.*)
- 3.4. “DoIT” means the New Hampshire Department of Information Technology.
- 3.5. “Supervisory personnel” means the employee’s immediate supervisor or a person at a higher supervisory level within the employee’s chain of management within the Department.

**4. BACKGROUND**

Improper computer use may present significant problems for the Department and the State as a whole. Depending upon the circumstances, misuse might result in damage to the State’s systems or equipment, might result in lost productivity or increased expense to the State or might be damaging in other ways. The use of the State’s computer system to store personal files, music or videos, for example, utilizes storage space on the system, making that space unavailable for State business, while the use of the Internet for personal purposes utilizes limited bandwidth that is legitimately intended for conducting official activity. This policy has been adopted in order to address such concerns.

**5. PRIVACY & BUSINESS USE**

- 5.1. It is the policy of the Agency to grant computer use to Authorized Users in order to facilitate communication and perform their assigned job duties. Computers, computer equipment, files and e-mail are the property of the Agency. The Agency reserves the right to monitor, or request the monitoring of computer use for purposes including, but not limited to, checking system performance, ensuring that the system is used appropriately, and ascertaining bandwidth and storage capacity. Authorized Users should understand that they have no personal entitlement to privacy regarding their computer use. The Agency must also have access to an employee’s computer files and e-mail if the Authorized User is not available.

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#### **COMPUTER USE POLICY & AGREEMENT**

- 5.2. Authorized Users do not have a personal privacy right in material created, received or sent via e-mail or the Internet, nor do they have a personal privacy right in information stored in computer files. Computer use is a privilege not a right. An employee's supervisory personnel, as well as others with appropriate authority, may curtail, limit, modify or eliminate that privilege at any time. Accepting computer use carries with it an expectation of responsible and acceptable use as defined by the State and its relevant agencies.
- 5.3. Computer use, as defined above, is limited to State business only. This means, for example, that State e-mail may not be used for purely personal activities, such as communications not related to State business; personal "blogging" or Internet use, or checking non-work personal e-mail accounts. During work periods which do not interfere with the completion of other job assignments, employees may, however, access any systems or websites which support Agency business functions (such as the NH FIRST Time Management System) or which are offered by or through the Agency to its employees.
- 5.4. All Authorized users who are granted computer use are expected to follow this policy. Improper computer use, including but not limited to failure to follow this policy, may result in the loss of some or all computer use privileges and may also result in disciplinary action as provided in the administrative rules of the Division of Personnel. Depending upon the circumstances, inappropriate computer use might also result in criminal prosecution under relevant state and federal laws, including but not limited to N.H. RSA 638: 16 – 19 (relating to computer crimes). In cases of misuse resulting in financial loss to the State, the employee might also be required to reimburse the State for damages, as well as any costs of collection and interest.
- 5.5. The Department may use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access. In the event you nonetheless encounter inappropriate or sexually explicit material while browsing on the Internet, immediately disconnect from the site, regardless of whether the site was not subject to blocking software and report this immediately to your supervisor.

## **6. SPECIFIC POLICIES AND PROCEDURES**

### **6.1. Account Usage and Access**

- 6.1.1. Receiving an account is a privilege extended only to the Authorized User who signed for the account. Except as otherwise provided in this policy, no other person may use the account. Authorized Users must take reasonable precautions, including password maintenance and file protection measures, to prevent unauthorized use of their account. Authorized Users are required to change their passwords regularly.
- 6.1.2. Authorized Users may not share their personal access codes or passwords with others. If an Authorized User is unavailable for an extended period of time, access to their electronic data may be granted to their supervisory personnel upon request by the Agency Human Resources Administrator to the DoIT HR Administrator and the Director of Technical Support Services. In cases of extended unavailability, an employee may also, with the approval of his or her supervisory personnel, arrange to have his or her e-mail forwarded to specific individuals for the duration of the absence. In order to arrange for this option, the employee shall discuss with his or her supervisor the appropriate person to whom e-mails shall be forwarded. Following approval by the supervisor, the employee shall arrange for the forwarding of e-mail to the specified person for the specified period, if necessary contacting DoIT for assistance. The automatic forwarding/copying of state e-mail to an external destination is prohibited.

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**COMPUTER USE POLICY & AGREEMENT**

- 6.1.3. Authorized Users shall not store business files locally on computers unless authorized. If authorized, files must be routinely copied to network storage for proper backup.
- 6.1.4. It is a supervisor's responsibility to determine the positions in their respective divisions, bureaus, or units which should be granted computer use. It is also a supervisor's responsibility to, when necessary, arrange for the termination of such use by submitting a Help Desk request to DoIT.
- 6.1.5. At no time shall an Authorized User leave a computer without first ensuring that the computer is properly secured from unauthorized access.
- 6.1.6. Authorized Users shall move important information from e-mail message files to shared folders to ensure proper backup. Messages no longer needed shall be purged periodically.
- 6.1.7. Authorized users are responsible for all systems and information accessed by their assigned User ID.
- 6.1.8. Authorized users shall not 'remember' or cache logins and passwords.
- 6.1.9. Authorized Users shall not intercept, disclose or assist in intercepting or disclosing any electronic communications, except as authorized by this policy.
- 6.1.10. Providing false or misleading information for the purposes of computer use is prohibited under this policy.

**6.2. Handling of Accounts on Cessation of Employment**

- 6.2.1. Access to an employee's account will be stopped upon cessation of an employee's employment unless permission is granted by the supervisor in charge of the bureau or equivalent unit, or that person's supervisory personnel, to allow continued access so as to enable the department, division, bureau or unit to access and retrieve necessary documents in the account. Once the required documents are retrieved, it is the supervisor's responsibility to notify their HR Administrator to arrange for termination of access to the account.
- 6.2.2. Supervisors of personnel whose employment with the Agency has ceased shall include as part of their exit checklist a specification of the steps which are to be taken in regard to the employee's electronic accounts and records.

**6.3. Inappropriate Use of Systems**

- 6.3.1. A user will never make accessible or transmit any material that a reasonable person would construe as intimidating, harassing or offensive.
- 6.3.2. A user will not misuse or damage the State's computers, its systems or other users' information.
- 6.3.3. A user will not steal, abuse or damage resources, equipment or supplies belonging to the Agency.

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#### COMPUTER USE POLICY & AGREEMENT

- 6.3.4. Personal activities such as recreational game-playing, vacation planning, and product research on any State computer is prohibited.
- 6.3.5. Storing personal electronic files, including but not limited to documents, spreadsheets, pictures, videos, or music, on a State computer system is prohibited.
- 6.3.6. If a supervisor receives a complaint from any source regarding potentially inappropriate or unacceptable computer use by an employee under his or her supervision, or if he or she observes such potentially inappropriate use by an employee under his or her supervision, the supervisor shall advise the Agency Human Resources administrator of the potential unacceptable or inappropriate use. Depending upon the nature of the potentially inappropriate or unacceptable use, the Agency may deny or limit an employee's computer use. If an employee's supervisor concludes that the computer use in question is inappropriate or unacceptable under this policy, the supervisor may, in addition to the foregoing, initiate disciplinary action.
- 6.3.7. The Agency reserves the right to deny or limit an employee's computer use in order to stop any potential violation of this policy.

#### **6.4.** Examples of Acceptable Computer Use

The following is a non-exhaustive list of **acceptable** computer use:

- 6.4.1. Communicating and exchanging information directly related to the business, mission or goals of Agency or the State of New Hampshire.
- 6.4.2. Publishing information relating to State business on the Internet with the approval of appropriate supervisory personnel.
- 6.4.3. With the approval of appropriate supervisory personnel, communicating or exchanging information related to professional development to maintain currency on topics of agency interest.
- 6.4.4. Applying for or administering grants or contracts for agency research or programs, as authorized by appropriate supervisory personnel.
- 6.4.5. Announcing new laws, rules, regulations, policies or procedures as authorized by appropriate supervisory personnel.
- 6.4.6. Use of the e-mail system by a collective bargaining unit for such business as is allowed under the terms of an applicable collective bargaining agreement. In such cases, the e-mail subject line must state that it relates to the business of the collective bargaining unit (for example, "SEA Business").
- 6.4.7. Accessing or using services found on the "Sunspot" State intranet site so as to access the State's employee benefit forms during the work day, so long as doing so does not interfere with the completion of other job assignments.
- 6.4.8. Accessing the NH FIRST Time Management System or the Administrative Services Online Pay Statement System (ASOPS) at times which do not interfere with the completion of other job assignments so as to review information or enter time or leave data.

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##### **6.5.** *Examples of Unacceptable Computer Use*

The following is a non-exhaustive list of **unacceptable** computer use. Employees shall not engage in computer use for these purposes or in these manners.

- 6.5.1. Communicating or exchanging information not directly related to the business, mission or goals of the Agency or the State of New Hampshire.
- 6.5.2. Browsing the Internet for non-business purposes regardless of access provided by agency filtering policies.
- 6.5.3. Publishing information on the Internet without the approval of the appropriate supervisory personnel.
- 6.5.4. Any purpose which violates federal or state law, or any computer use to access or distribute any illegal material, or for any illegal purpose.
- 6.5.5. Personal or private business, including but not limited to shopping, advertising or promotion.
- 6.5.6. Political lobbying.
- 6.5.7. Fund raising, public relations, or any similar activities which are not specifically related to agency activities or State government.
- 6.5.8. Accessing or distributing indecent or obscene materials.
- 6.5.9. Accessing or distributing computer games, jokes, chain letters, cartoons, sound files for amusement or entertainment purposes or accessing or distributing material not specifically related to State business.
- 6.5.10. Use in a manner that interrupts or disrupts network users, services, or equipment.
- 6.5.11. Intentionally seeking out information on, obtaining copies of, or modifying files and other data which is private, confidential or not open to public inspection, unless specifically authorized to do so by a person with appropriate authority.
- 6.5.12. Computer use to intentionally copy software, electronic files, programs or data which may be prohibited from such copying, unless a determination has been made by a person with appropriate authority that such copying is in fact permissible. Efforts to obtain such permission should be documented.
- 6.5.13. Intentionally seeking information on, obtaining copies of, or modifying files or data belonging to others without authorization of the file owner.
- 6.5.14. Seeking passwords of others or the exchange/sharing of passwords with others, including supervisors.
- 6.5.15. Intentionally representing oneself electronically as another person, unless specifically authorized to do so by that other person.

## **APPENDIX B**

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#### **COMPUTER USE POLICY & AGREEMENT**

- 6.5.16. Intentionally developing programs designed to intimidate, offend or harass other users or to infiltrate a computer or computing system and/or damage or alter its software components.
- 6.5.17. Using profane or abusive language.
- 6.5.18. Harassment, including but not limited to sexual harassment, or creating or sending messages which might constitute intimidating, hostile or offensive materials on the basis of age, gender, race, color, marital status, pregnancy, religion, national origin, sexual orientation, or physical or mental disability.
- 6.5.19. Any use that, in the determination of the Commissioner, reflects poorly on the agency or the State of New Hampshire.

#### **6.6. Inappropriate Use of Software**

- 6.6.1. Only software owned by, licensed by, or freeware/shareware approved for use by the State can be installed on State equipment. State owned or licensed software may not be installed on personally owned equipment without the prior approval of supervisory personnel.
- 6.6.2. Software that has been licensed to the State must not be copied or moved to another site by the user. Users must exercise a high degree of care to protect software licenses from unauthorized access, misuse, theft, damage, destruction, or modification.

#### **6.7. Ownership of Materials Developed on the Job**

All content developed on the job or while utilizing State facilities or resources, including licensed software, shall be the exclusive property of the State of New Hampshire.

#### **6.8. Confidentiality and Nondisclosure**

State of NH information shall be classified as "Confidential" unless otherwise specified and shall be protected from unauthorized disclosure. Under no circumstances shall an authorized user disclose to the public, or to any other individual, any confidential information pertaining to the offices or departments serviced.

Storage of confidential information on mobile devices must be authorized by each agency per the Mobile Device Security Policy. Mobile devices known or believed to store confidential information must have the standard encryption product installed to protect information in the event the device is misplaced or stolen. Any loss of such device must be reported immediately to the employee's supervisor.

#### **6.9. Department of Information Technology Statewide Standards and Policies**

DoIT periodically issues standards and policies which are applicable statewide and with which all State employees should be familiar. DoIT statewide standards and policies are located on the DoIT Agency Intranet at:

<http://www.nh.gov/doi/intranet/toolbox/standards/index.php>

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**COMPUTER USE POLICY & AGREEMENT**

**6.10. Modified and Supplemental Requirements**

The Agency Commissioner may modify or amend this policy at any time and additional or supplemental requirements or limitations may be imposed within particular divisions, units, bureaus and offices of the Department. The Agency Commissioner may, if he or she concludes that to do so is appropriate in the circumstances, grant exemptions or waivers from, or modifications to, specific provisions of this policy as it applies to particular situations.

**6.11. Failure to Abide by Policy**

Employees who do not comply with this policy, as from time to time amended, or who decline to execute the preprinted Employee Acknowledgement when requested to do so by their supervisor, may be subject to disciplinary action as described in the Administrative Rules of the Division of Personnel, up to and including dismissal from employment.

The State of New Hampshire and its agencies reserve the right to monitor, to check system performance to ensure computers, systems, and networks are used properly and to restrict activity on the network as appropriate. Individual Authorized Users may not have a personal expectation of privacy for any information they create or receive utilizing State of New Hampshire's IT resources.

The Authorized User shall be cognizant of the fact that the same laws, regulations, and requirements regarding protection, withholding, and disclosure requirements of the *Freedom of Information, Privacy and Federal Records Acts* cover federal government electronic records, including e-mail.

In the event there is a question, each Authorized User shall check with supervisors, management or designees to determine whether particular information is classified as confidential.

Each Supervisor, management or designee is to provide Authorized Users with instruction on maintaining the security of records and the proper release of information in records.

**Posting of Policy**

This policy, as from time to time amended, shall be publicly posted by the Agency.

**AUTHORITY/REFERENCES**

RSA 21-G: 9, III

Per 1002.08 (b) (6), (7), (16), (23), (24), (25) and (26)

Department of Information Technology Statewide Standards:

<http://www.nh.gov/doit/intranet/toolbox/standards/index.php>

**EFFECTIVE DATE**

This policy is effective as of October 7, 2014 and shall continue in effect until revoked, amended or superseded.

**APPENBIX B  
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**COMPUTER USE POLICY & AGREEMENT**

**EMPLOYEE ACKNOWLEDGEMENT**

I hereby acknowledge that I have read and understand the foregoing Computer Use Policy and have been given the opportunity to ask any questions that I may have in regard to this Policy. I agree to act in accordance with the Policy, as it may from time to time be amended, and understand that if I do not act in accordance with the Policy, as from time to time amended, I may be subject to disciplinary action as described in the Administrative Rules of the Division of Personnel, up to and including dismissal from employment.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name in Print

\_\_\_\_\_  
Supervisor Name in Print

## APPENDIX C

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

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

- (1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;
- (2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

#### **Background:**

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

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

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

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

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

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Examples of practices that may violate Title VI include:

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

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

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

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

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

## APPENDIX C

### Important Items to Consider When Evaluating the Four Factors.

#### **Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.**

##### Considerations:

- The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service.
- Organizations are required not only to examine data on LEP persons served by their program, but also those in the community who are **eligible** for the program (but who are not currently served or participating in the program due to existing language barriers).
- Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports.
- Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers.
- An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program.
- It is important to remember that the **focus** of the analysis is on the lack of English proficiency, not the ability to speak more than one language.

#### **Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.**

- The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily.
- Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program.
- The resulting plan may be as simple as being prepared to use a telephone interpreter service.
- The key is to have a plan in place.

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<b>Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.</b>
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| <ul style="list-style-type: none"><li>• The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed.</li><li>• When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time.</li></ul> |
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<b>Factor #4 The resources available to the organization to provide effective language assistance.</b>
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| <ul style="list-style-type: none"><li>• A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis.</li><li>• Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed;</li><li>• Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations.</li></ul> |
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### **Applicant STEP #2 - Required Questions Relating to Language Assistance Measures**

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

<b>1. IDENTIFICATION OF LEP PERSONS SERVED OR LIKELY TO BE ENCOUNTERED IN YOUR PROGRAM</b>		
<b>a. Do you make an effort to identify LEP persons served in your program?</b> (One way to identify LEP persons served in your program is to collect data on ethnicity, race, and/or preferred language.)	Yes	No
<b>b. Do you make an effort to identify LEP persons likely to be encountered in the population eligible for your program or service?</b> (One way to identify LEP persons likely to be encountered is by examining external data sources, such as Census data)	Yes	No
<b>c. Does you make an effort to use data to identify new and emerging population or community needs?</b>	Yes	No
<b>2. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE</b>		
<b>Do you inform all applicants / clients of their right to receive language / communication assistance services at no cost?</b> (Or, do you have procedures in place to notify LEP applicants / clients of their right to receive assistance, if needed?) <u>Example:</u> One way to notify clients about the availability of language assistance is through the use of an "I Speak" card.	Yes	No
<b>3. STAFF TRAINING</b>		
<b>Do you provide training to personnel at all levels of your organization on federal civil rights laws compliance and the procedures for providing language assistance to LEP persons, if needed?</b>	Yes	No
<b>4. PROVISION OF LANGUAGE ASSISTANCE</b>		
<b>Do you provide language assistance to LEP persons, free of charge, in a timely manner?</b> (Or, do you have procedures in place to provide language	Yes	No

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

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

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

## APPENDIX C

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

---

Contractor/Vendor Signature

Contractor's Representative Name/Title

---

Contractor Name

Date



# Appendix E Contract Monitoring Provisions

***All vendors responding to Department-issued Requests for Proposals (RFPs), Requests for Bids (RFBs), or Requests for Applications (RFAs) must complete and return pages 3 & 4 of Appendix E, as a required attachment.***

## **1. Definitions**

- 1.1. Department – NH Department of Health and Human Services (DHHS).
- 1.2. Vendors – non-state agency external entities with which the Department intends to enter into a legal agreement. Component units of the State shall be considered vendors (e.g., University of New Hampshire, Community College System of New Hampshire).
- 1.3. Subrecipients – *vendors issued funds to provide goods or services on behalf of the Department to the public.* In accordance with [2 CFR 200.330](#), characteristics which support the classification of a subrecipient include when the non-Federal entity:
  - 1.3.1. Determines who is eligible to receive what Federal assistance;
  - 1.3.2. Has its performance measured in relation to whether objectives of a Federal program were met;
  - 1.3.3. Has responsibility for programmatic decision making;
  - 1.3.4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
  - 1.3.5. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the Department.
- 1.4. Contractors – *vendors issued funds to provide goods or services to the Department.* In accordance with [2 CFR 200.330](#), characteristics indicative of a contractor are when the vendor:
  - 1.4.1. Provides the goods and services within normal business operations;
  - 1.4.2. Provides similar goods or services to many different purchasers;
  - 1.4.3. Normally operates in a competitive environment;
  - 1.4.4. Provides goods or services that are ancillary to the operation of the Federal program; and
  - 1.4.5. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

## **2. Vendor Identification & Risk Assessment**

- 2.1. The Department shall identify ***ALL*** vendors receiving federal, general, or other funds as either a Subrecipient or a Contractor, as defined in Section 1, above and in 2 CFR 200.330.
- 2.2. The Department shall complete a risk assessment of Subrecipients to evaluate their risk of non-compliance with Federal and State statutes and regulations, as well as the terms and conditions of the contract.
- 2.3. The Department shall assess vendor risk utilizing multiple factors that include, but are not limited to:
  - 2.3.1. Grant management experience.
  - 2.3.2. Documented history of non-performance or non-compliance.

# Appendix E Contract Monitoring Provisions

- 2.3.3. Audit findings.
- 2.3.4. Recent personnel or system changes.
- 2.3.5. Financial solvency.
- 2.3.6. Adequacy of internal controls.

## **3. Contract Monitoring**

- 3.1. The Department shall determine if enhanced monitoring is necessary to address any risks identified through the risk assessment referenced in Section 2, above.
- 3.2. The Department shall incorporate contract monitoring procedures and activities into final contracts to address identified risks, which may include but are not limited to:
  - 3.2.1. Requesting vendors to provide fiscal reports and documentation behind reports to the Department for review.
  - 3.2.2. Reviewing vendor reporting processes and systems for data integrity.
  - 3.2.3. Performing file reviews to ensure vendor compliance with state and federal laws and rules in the administration of the contract.
  - 3.2.4. Conducting site visits to assess vendor compliance with applicable contract objectives and requirements.
  - 3.2.5. Reviewing vendor expenditure details to ensure all expenditures are allowable and in compliance with Federal and State laws and other applicable policies or rules.
  - 3.2.6. Providing targeted training or technical assistance to vendors.
  - 3.2.7. Reviewing monthly financial data to assess vendor financial solvency.
- 3.3. The Department shall conduct contract monitoring activities as specified in resulting contracts.

## **4. Vendor Disqualification**

- 4.1. The Department reserves the right to disqualify vendors from selection based on the results of the risk assessment described in Section 2 above.
- 4.2. The Department reserves the right to disqualify vendors who refuse to complete and return the Management Questionnaire on Page 3 and 4 of Appendix E, Contract Monitoring.
- 4.3. The Department intends to only disqualify a vendor that, based on the results of the risk assessment described in Section 2 above, poses an unmanageable degree of programmatic and/or financial risk that may greatly inhibit the vendor's ability to execute the provisions of the contract.
- 4.4. The Department considers an unmanageable degree of risk to be present when:
  - 4.4.1. The vendor appears to be financially unstable based on the Department's analysis of the vendor's audited financial statements; and/or
  - 4.4.2. The identified programmatic risks may severely inhibit the vendor's ability to execute the contract in accordance with the requirements therein.
- 4.5. In the event that the Department disqualifies a vendor from selection, the vendor shall have no right to appeal the Department's decision. Any review shall be in accordance with NH. RSA 21-G:37, IV.

# Appendix E Contract Monitoring Provisions

## Management Questionnaire

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

	Question	YES	NO	N/A
1.	During the past 18 months, have you experienced staff turnover in positions that will be involved in the administration of the contract or MOU?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
2.	Will you subcontract any part of the work that will be required under the final contract or MOU to other entities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
3.	Have you managed the same or a similar contract or program during one of the last five (5) calendar years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
4.	Have you received federal funds from DHHS through a contract, MOU, or other legal agreement during one of the last five (5) calendar years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
5.	Were you ever provided formal written notification from the Department that you were in non-compliance or failed to perform in accordance with contract provisions or requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
6.	Based on your understanding of the future requirements of the contract or MOU, will your organization determine whether individuals, institutions, or businesses will be eligible to receive services or financial assistance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
7.	Is your organization a for-profit organization, foreign entity, or foundation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
8.	Was your organization incorporated more than two years ago?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
9.	Did you have an audit performed in accordance with A-133 (Single Audit) standards for your most recently completed fiscal year?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
10.	If you had an audit performed in accordance with A-133 (Single Audit) standards by an external entity or an audit performed by a state or federal agency during the most recently completed fiscal year, did the audit include any findings?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
11.	Has your organization implemented a new accounting, financial, or programmatic IT system within the last two years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
12.	Are you aware of any ongoing or pending lawsuits filed against your organization?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
13.	Does your accounting system identify the receipt and expenditure of program funds separately by each contract/grant, and by line item categories?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

## Appendix E Contract Monitoring Provisions

	<b>Question</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
<b>14.</b>	Do you have procedures to ensure expenditures are reviewed by an independent person to determine that all expenditures are allowable under the terms of the contract as well as federal and state regulations, laws and rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>15.</b>	Are time distribution records maintained for each employee performing contracted services that account for time spent working on the contract versus time spent on all other activities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>16.</b>	Does your property management system maintain a description of equipment, acquisition date, funding source, location and condition?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>17.</b>	Does your financial system compare amounts spent to date with budgeted amounts for each award?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>18.</b>	Does your accounting/financial system include budgetary controls to prevent incurring obligations in excess of total funds available for a grant or a cost category (i.e., personnel costs, equipment, travel)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>19.</b>	If you intend to subcontract a portion of the work under the resulting contract to another entity, do you have competitive bid procedures for purchases and personal services contracts compliant with state and federal regulations, laws, and rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>20.</b>	If you intend to subcontract a portion of the work under the resulting contract to another entity, do you have written policies and procedures for subrecipient/contractor determinations, risk assessments, and subrecipient monitoring as required under Federal Uniform Guidance (2 CFR 200.330 & 331 et. seq.)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>21.</b>	Does your organization maintain a formal system of segregation of duties for procurement, time keeping, and bank statement reconciliation activities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
<b>22.</b>	Do you maintain written policy and procedures for all aspects of financial transactions and accounting related to time keeping, a record retention, procurement, and asset management that are compliant with Federal Uniform Guidance requirements (2 CFR 200.300 et seq.)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

**I hereby declare that the answers provided in the Management Questionnaire of Appendix E, Contract Monitoring Provisions, are accurate and true to the best of my knowledge.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Job Title

\_\_\_\_\_  
Date



## Appendix F Geographic Areas

1. ServiceLink Aging and Disability Resource Center Services are provided in ten (10) geographic areas identified as:
  - 1.1. Belknap County.
  - 1.2. Carroll County.
  - 1.3. Coos County.
  - 1.4. Grafton County.
  - 1.5. Hillsborough County (excluding the towns of Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor).
  - 1.6. Merrimack County.
  - 1.7. Monadnock Region (includes all the cities in towns of Cheshire County, and Grantham and Plainfield of Sullivan County, and Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County).
  - 1.8. Rockingham County.
  - 1.9. Strafford County.
  - 1.10. Sullivan County (excluding the towns of Grantham and Plainfield).
2. Vendors must submit a **separate full applications** for each Geographic Area for which they are applying.



## Appendix G

### ServiceLink Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall;
  - 1.3.1. Serve as a highly visible and trusted place for people of all ages to turn to for objective and unbiased information on the full range of long term care supports and services.
  - 1.3.2. Promote awareness of the various options available to people in their community.
  - 1.3.3. Link individuals with needed services
  - 1.3.4. Provide person-centered one-on-one assistance and decision support to individuals.
  - 1.3.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.
  - 1.3.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.
  - 1.3.7. Serve all adults regardless of physical, intellectual or development disability or mental illness.
  - 1.3.8. Provide information regarding community-based long-term supports and services.
  - 1.3.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded community-based Long Term Support Service (LTSS) options, regardless of point of entry.
- 1.4. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:
  - 1.4.1. Meet the needs of individuals.
  - 1.4.2. Are sustained throughout the geographic area.
  - 1.4.3. Produce measurable results.



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- 1.5. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.300.

## 2. Scope of Work

### 2.1. ServiceLink Administration Requirements

#### 2.1.1. General Requirements

- 2.1.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:
- 2.1.1.1.1. Operate as an independent program.
  - 2.1.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.
  - 2.1.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.
  - 2.1.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.
- 2.1.1.2. The Contractor shall occupy an independent office space that, at a minimum:
- 2.1.1.2.1. Is an easily accessible area and location.
  - 2.1.1.2.2. Meets all applicable state and local building rules and ordinances.
  - 2.1.1.2.3. Has sufficient space that includes, but is not limited to:
    - 2.1.1.2.3.1. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.
    - 2.1.1.2.3.2. A confidential meeting room to accommodate a minimum of three (3) individuals.
    - 2.1.1.2.3.3. Barrier-free/handicap access.
    - 2.1.1.2.3.4. Appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:
      - 2.1.1.2.3.4.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.
      - 2.1.1.2.3.4.2. The New Hampshire Department of Military



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Affairs and Veterans  
Services.

- 2.1.1.2.4. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
  - 2.1.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
  - 2.1.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
  - 2.1.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
  - 2.1.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.1.1.4. The Contractor, as a core partner of NHCarePath, shall:
  - 2.1.1.4.1. Maintain partnerships with other NHCarePath core partners.
  - 2.1.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
    - 2.1.1.4.2.1. Scheduling meetings.
    - 2.1.1.4.2.2. Inviting participants.
    - 2.1.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
    - 2.1.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
    - 2.1.1.4.2.5. Recording minutes from each meeting.
    - 2.1.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) days after each meeting.
  - 2.1.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, including but not limited to:
    - 2.1.1.4.3.1. State or regional hospital.
    - 2.1.1.4.3.2. Senior centers.
    - 2.1.1.4.3.3. Physician practices.
    - 2.1.1.4.3.4. Home health agencies.

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- 2.1.1.4.3.5. Community mental health centers.
- 2.1.1.4.3.6. Municipal health and welfare providers.
- 2.1.1.4.3.7. Brain Injury Associations.
- 2.1.1.4.3.8. Centers for Independent Living.
- 2.1.1.4.3.9. Department of Military Affairs and Veteran Services.
- 2.1.1.4.3.10. Adult Protective Services.
- 2.1.1.4.3.11. Information and referral/2-1-1 programs.
- 2.1.1.4.3.12. Regional Public Health Networks.
- 2.1.1.4.3.13. Other community-based organizations.
- 2.1.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.
- 2.1.1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services, as directed by the Department.
- 2.1.1.6. The Contractor shall maintain a waitlist of individuals who are newly eligible and are ready to receive services but are unable to receive services due unavailability of funding or resources. The Contractor shall:
  - 2.1.1.6.1. Document information in the Refer 7 system for each individual waiting for services, in accordance with Department policies and procedures.
  - 2.1.1.6.2. Monitor the wait time for individuals to receive services, from the date of initial contact with ServiceLink to the date individuals receive services for which they are eligible.
  - 2.1.1.6.3. Provide quarterly reports to the Department that include, but are not limited to:
    - 2.1.1.6.3.1. The wait time for each individual by the type of service.
    - 2.1.1.6.3.2. Reason for wait time.
- 2.1.1.7. The Contractor shall conduct consumer satisfaction surveys on a quarterly basis to measure consumer satisfaction with delivered services. The Contract shall:
  - 2.1.1.7.1. Utilize the Department's approved survey tool.
  - 2.1.1.7.2. Distribute the survey to consumers as directed by the Department.
  - 2.1.1.7.3. Collect completed surveys.
  - 2.1.1.7.4. Enter each completed survey into an online database as directed by the Department.

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### 2.1.2. Outreach and Education Services

- 2.1.2.1. The Contractor shall deliver outreach and education services to promote ServiceLink services.
- 2.1.2.2. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.
- 2.1.2.3. The Contractor shall submit an outreach and marketing plan to the Department for review and approval within sixty (60) days of the contract effective date which shall include, but is not limited to:
  - 2.1.2.3.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.
  - 2.1.2.3.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
  - 2.1.2.3.3. Strategies to assess the effectiveness of outreach and marketing activities.
  - 2.1.2.3.4. Feedback loops to monitor and modify outreach and marketing activities as needed.

### 2.2. **Consumer Information, Referral and Counseling Services**

#### 2.2.1. Information and Referral/Assistance Plan (I&R/A)

- 2.2.1.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:
  - 2.2.1.1.1. A description of all systematic processes to ensure consistent delivery of services.
  - 2.2.1.1.2. All services and resources available to the population of the geographic region.
- 2.2.1.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.
- 2.2.1.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer 7.5 Manual, and as amended.
- 2.2.1.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).



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- 2.2.1.5. The Contractor shall utilize the Refer 7 database to provide the most current information available to clients.
- 2.2.1.6. The Contractor shall provide Refer 7 Administration with current agency information which complies with the established inclusion and exclusion policies in the Refer 7.5 Manual, and as amended.
- 2.2.1.7. The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.
- 2.2.1.8. The Contractor shall ensure staff:
  - 2.2.1.8.1. Attend outreach and education trainings, as directed by the Department.
  - 2.2.1.8.2. Are trained in safeguarding the confidentiality of all clients as required by state and federal laws.
- 2.2.2. Transition Support Services
  - 2.2.2.1. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings.
  - 2.2.2.2. The Contractor shall assist individuals with the transition from acute care settings into their homes/communities.
  - 2.2.2.3. The Contractor shall assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
  - 2.2.2.4. The Contractor shall assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
  - 2.2.2.5. The Contractor shall assist individuals with accessing LTSS in order to transition back to the community.
  - 2.2.2.6. The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
  - 2.2.2.7. The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.
- 2.2.3. Specialized Care Transition Counseling
  - 2.2.3.1. The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:
    - 2.2.3.1.1. Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.



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- 2.2.3.1.2. Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff responsible for facilitating hospital-to-home transitions for individuals with LTSS needs. The Contract shall:
- 2.2.3.1.2.1. Support warm hand-offs by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems.
  - 2.2.3.1.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
  - 2.2.3.1.2.3. Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options Counseling, transition support, and coordination.
  - 2.2.3.1.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
  - 2.2.3.1.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
- 2.2.3.1.3. Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services.
- 2.2.3.1.4. Engaging individuals while in an acute care setting to assist in transitioning to home and community-based settings, which includes, but is not limited to:
- 2.2.3.1.4.1. Facilitating the coordination of services and supports needed for transition,
  - 2.2.3.1.4.2. Providing individuals with a safe and secure setting.
  - 2.2.3.1.4.3. Assisting in the prevention of hospital readmission.
- 2.2.3.2. The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide services that include but are not limited to:
- 2.2.3.2.1. Hospital discharge planning meetings.
  - 2.2.3.2.2. Meetings with individuals and family members according to their preferences and goals for transition.

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- 2.2.3.2.3. Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
- 2.2.3.2.4. Documenting contacts on behalf of transitioning individuals in the Refer 7 database.
- 2.2.3.2.5. Developing transition plans for clients and assist individuals with finding and accessing home and community-based services according to the transition plan.

### 2.3. Consumer Program Eligibility and Enrollment

#### 2.3.1. Long Term Supports and Services (LTSS) Eligibility Determination Services

- 2.3.1.1. The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.
- 2.3.1.2. The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:
  - 2.3.1.2.1. Assisting individuals with determining appropriate payment and delivery of services.
  - 2.3.1.2.2. Providing individuals with financial assessment, as applicable.
  - 2.3.1.2.3. Assisting clients with accessing community-based LTSS.
  - 2.3.1.2.4. Developing processes for accessing public LTSS programs.
  - 2.3.1.2.5. Ensuring eligibility documents are completed and submitted to the Department.
  - 2.3.1.2.6. Collaborating with the Department to assess and determine client eligibility.
  - 2.3.1.2.7. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.
  - 2.3.1.2.8. Ensuring staff have access to and training on systems necessary to determine eligibility for services.
  - 2.3.1.2.9. Providing additional Person-Centered Options Counseling to individuals determined ineligible for LTSS, as appropriate.
  - 2.3.1.2.10. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.
  - 2.3.1.2.11. Complying with Department policies and procedures regarding the Medicaid eligibility determination process.



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- 2.3.1.3. The Contractor shall collaborate with state and community programs that serve Medicare beneficiaries in rural areas including, but not limited to:
  - 2.3.1.3.1. NH Family Caregiver Program.
  - 2.3.1.3.2. State Nutrition Consultant for New Hampshire Meals on Wheels and Congregate Meals.
- 2.3.1.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence in areas that include, but are not limited to:
  - 2.3.1.4.1. Parish Nurse.
  - 2.3.1.4.2. Social Security Administration.
  - 2.3.1.4.3. Low income housing sites.
  - 2.3.1.4.4. Senior centers.
- 2.3.2. Nursing Facility (NF) Level of Care (LOC) Determinations
  - 2.3.2.1. The Contractor shall complete NF LOC determinations for individuals applying for Medicaid home and community-based care through the Choices for Independence Medicaid Waiver (CFI), in accordance with NF LOC rules and policy requirements established by the Department, utilizing Department tools, including but not limited to the NH Easy on-line system.
  - 2.3.2.2. The Contractor shall ensure staff receive NH Easy on-line system training from the Department.
  - 2.3.2.3. The Contractor shall be sensitive to the needs, preferences and circumstances of:
    - 2.3.2.3.1. Individuals seeking admittance to, or currently residing in, a NF.
    - 2.3.2.3.2. Individuals seeking community-based care.
    - 2.3.2.3.3. Families and supports of individuals who are:
      - 2.3.2.3.3.1. Seeking admittance to a NF.
      - 2.3.2.3.3.2. Currently residing in a NF.
      - 2.3.2.3.3.3. Seeking community based care services.
  - 2.3.2.4. The Contractor shall initiate NF LOC determinations utilizing criteria established in:
    - 2.3.2.4.1. NH Revised Statutes Annotated (RSA) 151-E.
    - 2.3.2.4.2. NH Administrative Rule He-E 800 Medical Assistance, Part He-E 801, Choices for Independence Program.
    - 2.3.2.4.3. NH Administrative Rule He-E 802, Nursing Facility Services.



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- 2.3.2.4.4. The Medical Eligibility Assessment (MEA) tool.
- 2.3.2.5. The Contractor shall ensure documentation for determination includes, but is not limited to:
  - 2.3.2.5.1. Clock drawing.
  - 2.3.2.5.2. Medication lists.
  - 2.3.2.5.3. Authorization forms/releases.
  - 2.3.2.5.4. Medical Eligibility Assessment.
- 2.3.2.6. The Contractor shall access the NH Easy on-line system in order to receive notification of new applicants requiring a NF LOC determination.
- 2.3.2.7. The Contractor shall complete NF LOC determinations within five (5) business days from receiving assignments.
- 2.3.2.8. The Contractor shall attempt to contact applicants a minimum of three (3) times of which each attempt is completed on three (3) different days at three (3) different times when a client would normally receive telephone calls in order to schedule a mutually agreeable time to complete NF LOC determinations.
- 2.3.2.9. The Contractor shall invite current case managers to attend redetermination appointments, whenever possible.
- 2.3.2.10. The Contractor shall record attempts to contact clients as 'MEA – Unable to Contact,' if all attempts in Section 2.3.2.8 are unsuccessful.
- 2.3.2.11. The Contractor shall ensure NF LOC determinations for CFI Medicaid Waiver participants that are due for annual redetermination are completed no later than seven (7) days prior to the end of the current eligibility period.
- 2.3.2.12. The Contractor must notify the Department of individuals who are determined eligible for NF LOC and are interested in community-based care services.
- 2.3.3. Pre-Admission Screening Resident Review (PASRR) – Level I Pre-Admission Screening Services
  - 2.3.3.1. The Contractor shall review the Level I Pre-Admission Screening (PAS) tool initiated by referral sources that assist individuals with long term care (LTC) placement when individual applicants are seeking admission to a Medicaid Certified Nursing Facility (NF), regardless of payment source. The Contractor is not required to complete Level I PAS on individuals transferring from NF to NF, or on individuals re-admitted to NFs after hospital stays.
  - 2.3.3.2. The Contractor shall work with the referral source to obtain information necessary to identify a suspected mental illness (MI) or intellectual disability (ID) related condition.



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- 2.3.3.3. The Contractor shall accept an individual applicant's referral information from the referral source by fax, telephone, or electronic submission in a manner that is consistent with confidentiality and Health Information Portability and Accountability Act (HIPAA) requirements.
- 2.3.3.4. The Contractor shall complete the review of the Level I PAS and provide the results to the individual's referral source within five (5) business hours of receiving the Level I PAS document.
- 2.3.3.5. Upon completion of the Level I PAS, the Contractor shall:
  - 2.3.3.5.1. Abide by all confidentiality and HIPAA regulations when notifying the referral source of the Level I PAS results by fax, telephone, or electronic notification; and
  - 2.3.3.5.2. Provide the referral source with consent to immediately proceed with the individual's NF placement; or
  - 2.3.3.5.3. Advise the referral source that a NF LOC determination is necessary for Medicaid payment purposes and recommend contact with the local DHHS District Office to initiate the application (Form 800) or the local ServiceLink Resource Center for long term care options, counseling and referrals.
- 2.3.3.6. The Contractor shall ensure:
  - 2.3.3.6.1. Level I PAS occurs prior to admission to a Medicaid-certified NF, regardless of payment source.
  - 2.3.3.6.2. No more than sixty (60) calendar days expire between the completion of a Level I PAS and placement of an individual into a NF.
  - 2.3.3.6.3. If an individual's placement is delayed beyond sixty (60) days, a Level I PAS is repeated prior to NF placement.
  - 2.3.3.6.4. When a Level I PAS identifies evidence of MI, ID or a related condition, a Level II Evaluation is completed, regardless of the individual's payment source, unless the individual meets criteria as set for Exemptions, Exclusions and Categorical Determinations.
  - 2.3.3.6.5. The content and documentation of the Level I PAS meets Federal regulations and is in Department approved format.

### 2.4. Specialty Program Services

#### 2.4.1. Family Caregiver Support Program Services

- 2.4.1.1. The Contractor shall provide staffing according to Section 4, Staffing, Subsection 4.4, Paragraph 4.4.7. to conduct client assessments and ongoing home visits.

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- 2.4.1.2. The Contractor shall ensure staff maintain knowledge of current community resources.
- 2.4.1.3. The Contractor shall ensure:
  - 2.4.1.3.1. A minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC);or
  - 2.4.1.3.2. A minimum of two (2) individuals in the geographic area are trained in the PTC curriculum.
- 2.4.1.4. The Contractor shall:
  - 2.4.1.4.1. Facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
  - 2.4.1.4.2. Facilitate caregiver support groups, as needed.
  - 2.4.1.4.3. Collaborate with other caregiver support service agencies within the geographic area.
  - 2.4.1.4.4. Ensure staff attend the Department's Family Caregiver Support Program meetings.
  - 2.4.1.4.5. Conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population.
  - 2.4.1.4.6. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.
  - 2.4.1.4.7. Participate in an annual program review as determined by the Department.
- 2.4.1.5. The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.4.1.6. The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.4.1.7. The Contractor shall train staff on all Family Caregiver Support Program services, policies and procedures.
- 2.4.1.8. The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.4.1.9. The Contractor shall provide copies of approved service plans and budgets to the Department's Financial Management Contractor.
- 2.4.1.10. The Contractor shall comply with the Department policies and procedures relative to fiscal management for bill paying and employer of record services.

### 2.4.2. State Health Insurance Program (SHIP) Assistance

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- 2.4.2.1. The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
- 2.4.2.2. The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through the State Health Insurance Assistance Program (SHIP).
- 2.4.2.3. The Contractor shall provide staffing in accordance with Section 4, Staffing, Subsection 4.4, Paragraph 4.4.5
- 2.4.2.4. The Contractor shall provide personalized counseling services.
- 2.4.2.5. The Contractor shall provide targeted community outreach in order to:
  - 2.4.2.5.1. Increase consumer understanding of Medicare program benefits.
  - 2.4.2.5.2. Raise awareness of the opportunities for assistance with benefit and plan selection.
- 2.4.2.6. The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
  - 2.4.2.6.1. Assisting individuals with enrolling in appropriate benefit plans.
  - 2.4.2.6.2. Providing continued enrollment assistance in Medicare prescription drug coverage.
- 2.4.2.7. The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.
- 2.4.2.8. The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), Currently; SHIP Training and Reporting System (STARS).
- 2.4.3. Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services
  - 2.4.3.1. The Contractor shall educate the public on topics that include but are not limited to:
    - 2.4.3.1.1. Part D prescription drugs in rural areas.
    - 2.4.3.1.2. Medicare preventative services.
    - 2.4.3.1.3. Medicare cost savings, including low income subsidy and Medicare savings program.
  - 2.4.3.2. The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses by:



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- 2.4.3.2.1. Distributing promotional materials developed by CMS, ACL and the Department.
- 2.4.3.2.2. Distributing promotional materials developed by CMS, ACL and the Department in order to increase awareness of available Medicare preventive services, that include but are not limited to:
  - 2.4.3.2.2.1. Wellness prevention screenings.
  - 2.4.3.2.2.2. Flu shots.
- 2.4.3.2.3. Implementing a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month, which includes but is not limited to:
  - 2.4.3.2.3.1. Mailing introductory letters regarding the program to town offices, housing sites, home health agencies, parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
  - 2.4.3.2.3.2. Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic area served.
  - 2.4.3.2.3.3. Drafting scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
  - 2.4.3.2.3.4. Purchasing media in the local area
- 2.4.3.3. The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
- 2.4.4. Senior Medicare Patrol (SMP) Services
  - 2.4.4.1. The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare.
  - 2.4.4.2. The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels and educational outreach planning.
  - 2.4.4.3. The Contractor shall provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.

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- 2.4.4.4. The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
- 2.4.4.5. The Contractor shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
- 2.4.4.6. The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services, through expanded partnerships and a network of trained volunteers.
- 2.4.4.7. The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
- 2.4.4.8. The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.4.5. *Veteran Directed Care (VD-Care) a/k/a Veterans Independence Program (VIP)*
  - 2.4.5.1. The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VD-Care Program staffing requirements and procedures.
  - 2.4.5.2. The Contractor shall collaborate with and accepting referrals from:
    - 2.4.5.2.1. The White River Junction Veterans Affairs Medical Center.
    - 2.4.5.2.2. The Manchester Veterans Affairs Medical Center.
  - 2.4.5.3. The Contractor shall establish and maintain an advisory board that includes, but is not limited to, representatives from veterans groups, veterans and families in order to:
    - 2.4.5.3.1. Oversee the VD-Care program.
    - 2.4.5.3.2. Receive feedback from stakeholders.
    - 2.4.5.3.3. Provide continuous improvement of the program.
  - 2.4.5.4. The Contractor shall contact veterans referred to the VD-Care program within three (3) business days of receiving the referral from the VAMC.
  - 2.4.5.5. The Contractor shall assist veterans to determine the most appropriate services that will meet their needs.
  - 2.4.5.6. The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.
  - 2.4.5.7. The Contractor shall assist veterans in meeting LTSS needs, including but not limited to identifying a backup plan for support.

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- 2.4.5.8. The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.
- 2.4.5.9. The Contractor shall monitor veteran budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.
- 2.4.5.10. The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.
- 2.4.5.11. The Contractor shall maintaining a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
- 2.4.5.12. The Contractor shall comply with staff training requirements to provide the VD-Care and Financial Management Services, as applicable.
- 2.4.5.13. The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and its policies and processes, which includes, but is not limited to:
  - 2.4.5.13.1. Monthly VD-Care calls.
  - 2.4.5.13.2. VD-Care sponsored trainings.
  - 2.4.5.13.3. VD-Care sponsored webinars.
- 2.4.5.14. The Contractor shall participate in VAMC quarterly program meetings.
- 2.4.5.15. The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.

### 3. Performance Measures and Reporting Requirements

#### 3.1. ServiceLink Administrative Requirements & Consumer Information and Counseling Services

- 3.1.1. The Contractor shall provide monthly reports on 100 %staff time track spent performing Medicaid allowable activities.
- 3.1.2. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
- 3.1.3. The Contractor shall track client data on a quarterly basis, including, but not limited to:
  - 3.1.3.1. Number of individuals served.
  - 3.1.3.2. Types of information/referrals provided to individuals.
  - 3.1.3.3. Total number of individuals pre-screened for financial eligibility for Medicaid funded LTC programs.



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- 3.1.3.4. Total number of individuals who withdraw due to counseling on functional eligibility.
- 3.1.3.5. Follow-up services performed and frequency of services delivered.
- 3.1.3.6. Length of contact.
- 3.1.3.7. Number of individuals who answered “yes” or “no” to the following question: “Have you or a family member ever served in the military?”
- 3.1.4. The Contract shall enter 100% of surveys received into an online database, as directed by the Department, on a quarterly basis.
- 3.2. Consumer Eligibility & Enrollment Services**
  - 3.2.1. The Contractor must have the ability and capacity to generate standard reports, which include, but are not limited to, monthly reports on:
    - 3.2.1.1. The number of individuals reviewed for NF LOC (PASRR and MEA) both new and redeterminations, which must include places of residence.
    - 3.2.1.2. The number of individuals for whom NF LOC determinations have been completed including the length of time to completion of the determinations.
    - 3.2.1.3. The outcomes of the NF LOC.
    - 3.2.1.4. Demographics of individuals in need of specialized services.
  - 3.2.2. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
    - 3.2.2.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
    - 3.2.2.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
    - 3.2.2.3. Systems-level outcomes to include; ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.
  - 3.2.3. The Contractor shall provide comprehensive quarterly reports to the Department within 30 days of the close of the quarter.
  - 3.2.4. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services. The Contractor must have the ability and capacity to generate standard reports, which include, but are not limited to, monthly reports on:
    - 3.2.4.1. The number of individuals reviewed for NF LOC (PASRR and MEA) both new and redeterminations, which must include places of residence.



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- 3.2.4.2. The number of individuals for whom NF LOC determinations have been completed including the length of time to completion of the determinations.
- 3.2.4.3. The outcomes of the NF LOC.
- 3.2.4.4. Demographics of individuals in need of specialized services.
- 3.2.5. The Contractor shall meet at a minimum the following performance measures:
- 3.2.6. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
- 3.2.7. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
- 3.2.8. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
- 3.2.9. The Contractor shall ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
- 3.2.10. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
- 3.2.11. The Contractor shall ensure staff ask and record a “yes” or “no” answer for 100% of individuals contacting ServiceLink in response to the following question: :Have you or a family member ever served in the military?”

### 3.3. Specialty Program Services

- 3.3.1. The Contractor submit the NH Family Caregiver Title III-E Federal Report to the Department on an annual basis.
- 3.3.2. The Contractor shall report on the performance measures for SHIP in Section 2, Subsection 2.4, Paragraph 2.4.2, as outlined by the ACL, and as amended and indicated in the table below:

Performance Measure	Reporting Method
3.3.2.1. Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.2.2. Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State.	To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month. SHIP Group, Team and Medicare forms in STARS

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3.3.2.3. Contacts with Medicare beneficiaries under 65 – Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7
3.3.2.4. Hard-to-Reach Contacts – Percentage of Low-income, rural, and non-native English contacts per total “hard-to-reach” Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7
3.3.2.5. Enrollment Contacts – Percentage of unduplicated enrollment contacts (i.e., contacts with one or more qualifying enrollment topics) discussed per total Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7

3.3.3. The Contractor shall report on information requested by the Department, which includes, but is not limited to:

3.3.3.1. Quarterly SHIP progress reports.

3.3.3.2. Monthly outreach reports.

3.3.4. The Contractor shall meet or exceed the performance measures and provide reports for services identified in Section 2, Subsection 2.4, Paragraph 2.4.3 2.7, Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services as indicated below:

Performance Measure	Reporting Method
3.3.4.1. Increase the number of individuals provided with education about: LIS, MSP, and Medicare prescription drug coverage in rural areas by five (5) percent of the total number enrolled in the programs in the previous twelve 12 months.	To include: Monthly Outreach Activities Reports sent to the Department by the 15 <sup>th</sup> of each month.  SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.4.2. Implementation of promotional activities for Medicare’s Wellness and Preventive Screening Services.	Monthly Outreach Activities Report STARS reports to include Client Contacts, Outreach and other activity.

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3.3.4.3. Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of one (1) time per month.	Monthly Outreach Activities Report to the Department and entries into STARS reports to the Department.
3.3.4.4. Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings, as required by ACL for quarterly Progress Reports to the Department.

### 4. Staffing

- 4.1. The Contractor shall ensure ServiceLink staff have appropriate credentials, as outlined in Subsection 4.4, below.
- 4.2. The Contractor shall ensure counseling staff have the requisite skills and certifications to perform Person-Centered Options Counseling consistent with the NWD System within one (1) year of hire.
- 4.3. The Contractor shall follow the National Association of Social Workers' Code of Ethics.
- 4.4. The Contractor shall provide staff as follows:
  - 4.4.1. **Program Manager** – One (1) FTE who meets the following certifications within one (1) year of hire:
    - 4.4.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
    - 4.4.1.2. Obtain training and certification in Person-Centered Counseling.
    - 4.4.1.3. SHIP/SMP certification training and certification.
    - 4.4.1.4. SMP Foundations training and assessment.
  - 4.4.2. **Information and Referral Staff** who meet the following requirements within one (1) year of hire:
    - 4.4.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
    - 4.4.2.2. Obtain training in Person-Centered Counseling.
    - 4.4.2.3. Obtain certification as a State Health Insurance Assistance (SHIP).
    - 4.4.2.4. SMP Foundations training and assessment.
  - 4.4.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** who meet the following requirements within one (1) year of hire:
    - 4.4.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
    - 4.4.3.2. Obtain training and Certification in Person-Centered Counseling.
    - 4.4.3.3. Obtain certification as a State Health Insurance Assistance (SHIP).

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- 4.4.3.4. SMP Foundations training and assessment.
- 4.4.4. **Person-Centered Options Counseling Caregiver Staff** who meet the following requirements within one (1) year of hire:
  - 4.4.4.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
  - 4.4.4.2. Obtain training and certification in Person-Centered Counseling.
  - 4.4.4.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
  - 4.4.4.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor.
  - 4.4.4.5. SMP Foundations training and assessment.
- 4.4.5. **State Health Insurance Assistance Program (SHIP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and;
  - 4.4.5.1. Within six (6) months of hire are certified in SHIP training and assessments; and
  - 4.4.5.2. Within one (1) year of hire are certified in SMP foundations training and assessment; and
  - 4.4.5.3. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
- 4.4.6. **Senior Medicare Patrol (SMP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and;
  - 4.4.6.1. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
- 4.4.7. **PASSR Level 1 and Nursing Facility Staff** who have the following qualifications:
  - 4.4.7.1. Licensure as a Registered Nurse in the State of New Hampshire, or
  - 4.4.7.2. Pursuant to NH RSA 151-E: 3, Eligibility, have completed training to perform PASSR Level 1 and Nursing Facility Level of Care Eligibility Assessments; and
    - 4.4.7.2.1. A Master's degree from a recognized college or university with major study in nursing, geriatrics, social work, counseling, education, psychology, human services, rehabilitation, or a related field. (Each additional year of approved formal education may be substituted for one year of required work experience); and
    - 4.4.7.2.2. Four years' professional experience in nursing, social work, counseling, human services, determining medical eligibility, conducting physical, medical, social, psychological and/or safety assessments, or a related

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## Appendix G

- field, preferably to include one year of experience in community nursing, geriatrics or long-term care, and with responsibilities in program research, planning, monitoring, and evaluation, or
- 4.4.7.2.3. Bachelor's degree from a recognized college or university with major study in nursing, geriatrics, social work, counseling, education, psychology, human services, rehabilitation, or a related field; and
  - 4.4.7.2.4. Five years' professional experience in nursing, social work, counseling, human services, determining medical eligibility, conducting physical, medical, social, psychological and/or safety assessments, or a related field, preferably to include one year of experience in community nursing, geriatrics or long-term care, and with responsibilities in program research, planning, monitoring, and evaluation. (Each additional year of approved work experience may be substituted for one year of required formal education).
- 4.4.8. The Contractor shall provide a minimum of one (1) FTE to provide PASRR – Level I Pre-Admission Screening and Nursing Facility (NF) Level of Care (LOC) determinations.
- 4.4.9. The Contractors shall meet minimum staffing requirements for their geographic area for the NH Family Caregiver Program as follows:
- 4.4.9.1. Carroll and Sullivan 0.25 FTE;
  - 4.4.9.2. Coos, Strafford, Monadnock 0.5 FTE;
  - 4.4.9.3. Grafton 0.75 FTE;
  - 4.4.9.4. Hillsborough, Belknap, Merrimack 1 FTE;
  - 4.4.9.5. Rockingham 1.25 FTE.
- 4.4.10. The Contractors shall meet minimum staffing requirements for their geographic area for the SHIP, SMP, and MIPPA as follows:
- 4.4.10.1. Carroll 0.5 FTE , Belknap 0.5 FTE, Coos 0.25 FTE, and Sullivan 0.25 FTE;
  - 4.4.10.2. Monadnock 0.75 FTE, Grafton 0.75 FTE, and Strafford 0.75 FTE;
  - 4.4.10.3. Merrimack County 1.25 FTE; and
  - 4.4.10.4. Hillsborough 2.25 FTE and Rockingham 1.75 FTE.



## Appendix H

### SHIP Trainer Scope of Services

#### 1. Scope of Work

- 1.1. The Contractor shall provide State Health Insurance Assistance Program (SHIP) training, Senior Medicare Patrol (SMP) training, and Medicare Information for Patients and Providers (MIPPA) training to ServiceLink contractors, statewide, to ensure each location has a minimum of one (1) SHIP/SMP/MIPPA certified counselor.
- 1.2. The Contractor shall provide training on topics that include, but are not limited to:
  - 1.2.1. Medicare eligibility and enrollment periods.
  - 1.2.2. Medicare Parts A, B, C, and D benefits and coverage.
  - 1.2.3. Medicare Supplement Plans and coverage options.
  - 1.2.4. Long term care insurance.
  - 1.2.5. Medicare Savings Programs.
  - 1.2.6. Employer coverage versus Medicare coverage.
  - 1.2.7. Tricare and Medicare.
  - 1.2.8. Medicaid programs and coordination with Medicare coverage.
  - 1.2.9. Medicare fraud, errors and abuse
  - 1.2.10. Specific claims and billing issues.
  - 1.2.11. Preventive Services
  - 1.2.12. Extra Help/Low Income Subsidy
- 1.3. The Contractor shall train all SHIP/SMP/MIPPA ServiceLink staff on current reporting requirements, which include but are not limited to:
  - 1.3.1. Refer 7.
  - 1.3.2. SHIP Tracking and Reporting System (STARS) Beneficiary Forms.
  - 1.3.3. STARS media, activity, education, outreach reporting directly to the STARS site.
  - 1.3.4. SMP Information Reporting System (SIRS) directly to the SIRS site.
- 1.4. The Contractor shall monitor all reporting areas in Subsection 1.3, above, on a monthly basis and make any necessary adjustments to ensure ServiceLink contractors are accurately reporting information regarding services provided.
- 1.5. The Contractor shall ensure all SHIP/SMP/MIPPA staff , including but not limited to, counselors, volunteers and trainees, are current on training information by ensuring all SHIP/SMP/MIPPA ServiceLink staff:

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- 1.5.1. Participate in Centers for Medicare & Medicaid Services (CMS), Administration for Community Living (ACL), National Council on Aging (NCOA), and other Medicare-related webinars, conference calls, meetings and conferences as required or deemed appropriate.
- 1.5.2. Solicit continuous communication from CMS, ACL, NCOA, the State SHIP/SMP/MIPPA Director, and the New Hampshire Insurance Department (NHID) to remain current on changes in policies, procedures and reporting requirements.
- 1.5.3. Are provided with current Medicare materials for dissemination, including but not limited to updates to the Medicare Advantage Landscape of Plans for Part D and Part C, including all Excel spreadsheets.
- 1.6. The Contractor oversee the administration of the SHIP Online Counseling Certification Tool (OCCT) for ServiceLink SHIP Coordinators, new trainees, staff, and volunteers.
- 1.7. The Contractor shall oversee and provide ServiceLink SHIP Coordinators, new trainees, staff, and volunteers access to the SIRS training and tracking system; TRAX.
- 1.8. The Contractor shall be the subject matter expert for ServiceLink SHIP/MIPPA and SMP staff. The Contractor shall:
  - 1.8.1. Attend national and regional conferences related to SHIP/MIPPA and SMP.
  - 1.8.2. Attend local, regional trainings and webinars related to SHIP/MIPPA and SMP.
  - 1.8.3. Work in partnership with the Department's SHIP/ MIPPA and SMP Program Director and all ServiceLink contractors.
- 1.9. The Contractor shall work with the Department's SHIP/MIPPA and SMP Program Director, and other ServiceLink Contractors to coordinate and streamline training and certification activities for the SHIP/MIPPA and SMP Programs. The Contractor shall:
  - 1.9.1. Identify a liaison at each ServiceLink contractor to identify new trainees, staff and volunteers in need of training.
  - 1.9.2. Collaborate with the liaison to develop and implement a survey for training needs and the best form of communication to further advance training.
  - 1.9.3. Coordinate with the liaison to provide updated local, regional and annual training offered to staff such duties may include, but are not limited to:



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- 1.9.3.1. Establishing an agenda for trainings.
  - 1.9.3.2. Assisting with necessary materials for trainings.
  - 1.9.4. Develop training material to ensure new and experienced staff meet SHIP and SMP certification requirements..
  - 1.9.5. Develop and share evaluation tools to confirm training is effective and beneficial.
  - 1.9.6. Develop and oversee the administration of the SHIP and SMP online certification tool, in compliance with ACL standards/rules.
  - 1.9.7. Educate all contracted staff in the usage of any online training modules and certification tools.
  - 1.9.8. Establish and monitor tracking system for SHIP and SMP certifications for the ServiceLink contractors to ensure all staff are meeting and maintaining certification.
  - 1.9.9. Disseminate all received SHIP/MIPPA and SMP material via multiple means, which may include but are not limited to:
    - 1.9.9.1. A monthly newsletter.
    - 1.9.9.2. Special Alerts.
    - 1.9.9.3. Face-to-face meetings.
    - 1.9.9.4. eStudio postings.
    - 1.9.9.5. Excel spreadsheets
  - 1.9.10. Designate a dedicated email address for SHIP?MIPPA and SMP liaisons to utilize in order to:
    - 1.9.10.1. Respond to inquiries pertaining to challenging training issues.
    - 1.9.10.2. Address any inquiries pertaining to certification concerns.
    - 1.9.10.3. Solicit current Medicare information, or policy changes, to best address beneficiary needs.
  - 1.9.11. Coordinate with ServiceLink contractors for best practice materials that can be developed and shared with other staff to assist Medicare beneficiaries, upon Department's approval.
  - 1.9.12. Ensure all training, certification, and SHIP/MIPPA and SMP material dissemination is completed in coordination with the Department's SHIP Program Director.
- 1.10. The Contractor shall begin collecting data on October 1 of each year, or as soon as the information is available, for the Medicare Advantage Landscape of Plans for Part D and Part C, and shall continue until all data is collected.



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- 1.11. The Contractor shall inform the Department's SHIP Director and statewide ServiceLink contractors when changes in training occur.
- 1.12. The Contractor shall provide:
  - 1.12.1. No less than four (4), daylong statewide trainings per contract year to include the fall "Medicare Update Training" that is coordinated with the Centers for Medicare and Medicaid Services (CMS).
  - 1.12.2. Onsite training as requested, not to exceed two (2) site visits per year with any given location.
  - 1.12.3. One-to-one training, as necessary.
  - 1.12.4. No less than 104 hours of SHIP/MIPPA and SMP training via other means, which may include but are not limited to:
    - 1.12.4.1. Emails.
    - 1.12.4.2. Webinars.
    - 1.12.4.3. Forwarding of pertinent information.
    - 1.12.4.4. Telephone conversations.
  - 1.12.5. No less than 52 hours of Medicare Supplemental Training.
- 1.13. The Contractor shall ensure all staff are trained and understand SMP Foundations.
- 1.14. The Contract shall conduct post-training evaluations to determine effectiveness of trainings.

## 2. Reporting

- 2.1. The Contractor shall maintain a monthly activity report that includes the following:
  - 2.1.1. Training provided to ServiceLink sites.
  - 2.1.2. Names of certified SHIP and SMP counselors, staff, and volunteers at each ServiceLink site.
  - 2.1.3. Date of counselor's most recent certification.
  - 2.1.4. Hours of training attended during the month/per person.
  - 2.1.5. Trainings provided with detailed topics, along with the method in which they were delivered.
  - 2.1.6. Identified counselors' training needs and barriers.
  - 2.1.7. Post-training evaluation summaries and outcomes in eStudio.
- 2.2. The Contractor shall provide quarterly reports of the summary of statewide training activities which will include the following:

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- 2.2.1. Total number of sites receiving training during the quarter;
- 2.2.2. Total number of hours of training provided to all SHIP and SMP counselors.
- 2.2.3. Total number of certified counselors statewide.
- 2.2.4. Total number of new SHIP and SMP certified counselors during the quarter.
- 2.2.5. Total number of trainings provided during the quarter.
- 2.2.6. Topics of all trainings provided.
- 2.2.7. A narrative providing a description of the following:
  - 2.2.7.1. Counselor accomplishments.
  - 2.2.7.2. Challenges.
  - 2.2.7.3. Plans to overcome challenges.

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## Appendix I

### Medicaid Eligibility Coordinator Scope of Services

#### 1. Scope of Work

- 1.1. The Contractor shall provide a minimum of two (2) full-time equivalent (FTE) Eligibility Coordinators to assist the Department with providing streamlined eligibility for Medicaid Long Term Supports and Services (LTSS).
- 1.2. The Contractor shall ensure Eligibility Coordinators provide guidance and support to individuals who are potentially eligible for Medicaid-funded Long Term Community-Based Supports and Services (LTCSS). The Contractor shall:
  - 1.2.1. Initiate application process in compliance with LTCSS operating procedures.
  - 1.2.2. Contact individuals who are potentially eligible for services to:
    - 1.2.2.1. Obtain eligibility determination information.
    - 1.2.2.2. Coordinate the completion of the financial, medical and functional assessments using a person-centered approach.
  - 1.2.3. Communicate directly with individuals, family members, and other supportive people to initiate involvement with community-based agencies and to assist with the Medicaid eligibility process.
  - 1.2.4. Conduct weekly monitoring of the New HEIGHTS database to ensure:
    - 1.2.4.1. Cases are updated.
    - 1.2.4.2. Authorized Representatives for individuals are identified.
    - 1.2.4.3. Department notices are being sent to the person(s) indicated.
  - 1.2.5. Maintain office hours at No Wrong Door core partner locations on a rotating schedule.
  - 1.2.6. Provide consultation, technical and problem-solving assistance to individuals in the completion of Medicaid applications.
  - 1.2.7. Coordinate the collection of necessary functional, medical and financial documentation required for eligibility determination.
  - 1.2.8. Coordinate the scheduling of medical, financial, or assessment-related appointments for the purpose of eligibility determination.
  - 1.2.9. Following up with individuals to provide appointment reminders relative to Paragraph 1.2.8, above.
- 1.3. The Contractor shall ensure Eligibility Coordinators conduct personal visits and telephone contacts to provide technical assistance to stakeholders that include, but are not limited to:
  - 1.3.1. Department staff.
  - 1.3.2. Community Mental Health Center staff.

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## Appendix I

- 1.3.3. Area Agency staff.
- 1.3.4. ServiceLink staff.
- 1.3.5. Other community partners, as appropriate.
- 1.4. The Contractor shall ensure Eligibility Coordinators participate in monthly evaluation meetings to comment and share observations regarding the No Wrong Door System and its partners, and to identify global policy change.
- 1.5. The Contractor shall ensure each Eligibility Coordinator maintains contact with the Department's Bureau of Family Assistance, as instructed by the Department.
- 1.6. The Contractor shall maintain a record of each individual to which they provide support and of each individual in need of follow-up contact and support.

## 2. Performance Measures

- 2.1. The Contractor shall conduct follow-up appointment reminders with 100% of individual scheduled for appointments, as specified in Paragraph 1.2.9.
- 2.2. The Contractor shall maintain a record of individual contacts as specified in Subsection 1.6 for 100% of the individuals served.



## Appendix J

### PASRR Level II Evaluations Scope of Services

#### 1. Scope of Work

- 1.1. The Contractor shall provide PASRR Level II Evaluations for all ServiceLink contractors, statewide.
- 1.2. The Contractor shall complete all PASRR Level II Evaluations within five (5) business days of Level I Pre-Admission Screenings (PAS) when individuals are identified as having a mental illness (MI) or an intellectual disability (ID) or a related condition.
- 1.3. The Contractor shall complete a PASRR Level II Evaluation, which includes a face-to-face evaluation, for individuals identified as having MI, ID or a related condition, as the result of a Level I PAS, prior to admission to a Nursing Facility (NF). The Contractor shall:
  - 1.3.1. Interpret the Level II Evaluation process and determinations to a NF resident, family or resident representative, as requested.
  - 1.3.2. Explain the Level II Evaluation process and determinations to a NF resident, family or resident representative, as requested.
- 1.4. The Contractor shall complete a Resident Review (RR) Level II Evaluation on individuals residing in a NF when there are significant changes that signify the need for first time or updated Level II Evaluation. The Contractor shall:
  - 1.4.1. Schedule Level II Evaluations in conjunction with s NFs. The Contractor shall:
    - 1.4.1.1. Conduct on-site face-to-face evaluations during the nursing facilities normal daytime business hours, unless the Contractor and the NF agree to other arrangements.
    - 1.4.1.2. Provide nursing facilities with a minimum of twenty-four (24) hours advance notice for scheduling of evaluations.
    - 1.4.1.3. Exercise flexibility in scheduling in order to avoid conflict with NF schedules.
    - 1.4.1.4. Obtain the minimum data requirements established in 42 CFR § 483 to complete Level II Evaluations.
- 1.5. The Contractor shall make Level II Evaluation recommendations and determinations on an individualized basis, ensuring the content and documentation of a Level II Evaluation:
  - 1.5.1. Meets current Federal rules and regulations with evaluative criteria specified in 42 CFR §483 of the final rules for PASRR.
  - 1.5.2. Is in a Department-approved format, as provided by the Department.
- 1.6. The Contractor shall ensure all final Level II Evaluation determinations for individuals with:

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- 1.6.1. MI are made and signed by a Qualified Mental Health Professional (QMHP).
- 1.6.2. ID, or a related condition, are made by a Qualified Mental Retardation Professional (QMRP).
- 1.7. The Contractor shall ensure the QMHP and/or QMRP completes a comprehensive summary of findings report, which complies with all elements in 42 CFR § 483.128(i). The Contractor shall ensure:
  - 1.7.1. QMHP and/or QMRP reports are not completed anonymously.
  - 1.7.2. A typed copy of the evaluation report is forwarded to all applicable parties specified in 42 CFR § 483.128 (l).
  - 1.7.3. A written summary report and notification letters explaining the report is issued:
    - 1.7.3.1. Within forty-eight (48) hours of the QMHP's and/or QMRP's determination for PAS.
    - 1.7.3.2. Within five (5) business days for all RR Level II Evaluations.
- 1.8. The Contractor shall communicate the findings in Subsection 1.7 to the applicant, resident or guardian in an understandable manner and language, which includes, but is not limited to, informing the applicant, resident or guardian of the appeal process.
- 1.9. The Contractor shall communicate, in a manner consistent with confidentiality and Health Insurance Portability Accountability Act (HIPAA) requirements.
- 1.10. The Contractor shall ensure all Level II Evaluation determinations that identify a need for specialized services are communicated to the facility, agency, or referral source assisting the applicant or resident, within five (5) business hours of the decision by telephone, or fax, or e-mail, or electronic submission and in a manner that is consistent with confidentiality and HIPAA requirements.
- 1.11. The Contractor shall document the Level II Evaluation results in the NH Easy on-line system, which includes, but is not limited to, uploading all related documents.
- 1.12. The Contractor shall ensure all applicable State of New Hampshire criteria are applied to out-of-state individuals transferring or applying to an in-state NF and pertinent evaluative data is reviewed and summarized by the Contractor's QMHP and/or QMRP.
- 1.13. The Contractor shall ensure interdisciplinary coordination among evaluators throughout a Level II Evaluation process.
- 1.14. The Contractor shall utilize the Department-approved Quality Assurance (QA) Plan to ensure the quality and completeness of submitted data.

## 2. Exemptions, Exclusions and Categorical Determinations

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## Appendix J

- 2.1. The Contractor may determine a temporary NF admission should be permitted and determinations may be made that specialized services are not needed for individuals meeting certain conditions.
- 2.2. The Contractor may exempt or exclude individuals from Level II Evaluations in accordance with NH Administrative Rule Section He-M 1302.05, Exceptions and Exclusions, as follows:
  - 2.2.1. A NF LOC determination is only necessary for individuals applying for a PASRR exemption, exclusion, or categorical determination when the individual is seeking Medicaid payment for the NF admission, unless the individual qualifies for presumptive eligibility under:
    - 2.2.1.1. NH Revised Statutes Annotated (RSA) Section 151-E:18, Presumptive Eligibility; and
    - 2.2.1.2. NH Administrative Rule Part He-W 619, Presumptive Eligibility for Home and Community-Based Care for the Elderly and Chronically III (HCBC-ECI).
  - 2.2.2. The following NF admissions may be permitted following a Level I PAS:
    - 2.2.2.1. Admissions from hospitals after receiving acute care.
    - 2.2.2.2. Admissions of individuals whose primary diagnosis is dementia.
  - 2.2.3. Exempted hospital admissions are temporary stays and Federally allowed without a Level II Evaluation, provided all of the following conditions are met as set forth in NH Administrative Rule Section He-M 1302.05, Exceptions and Exclusions:
    - 2.2.3.1. The Contractor must communicate with Medicaid eligibility staff when a NF has not complied with regulations under this provision so that the Department can determine if Medicaid payment should be withheld for stays beyond 30 days that were not reported to the Contractor.
    - 2.2.3.2. If at any time it appears that a convalescent care stay may exceed thirty (30) calendar days, the receiving facility must perform updated Level I PAS with the Contractor.
    - 2.2.3.3. The Contractor must determine whether the individual continues to require NF care and whether a Level II Evaluation may be necessary.
    - 2.2.3.4. Stays extending beyond the approved thirty (30) days must be reported to the Department as they occur.



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- 2.3. Categorical Determinations allow temporary NF stays without Level II Evaluations provided all of the following conditions are met as set forth in NH Administrative Rule Section He-M 1302.06, Categorical Decisions:
- 2.3.1. The Contractor must communicate with Medicaid eligibility staff when a NF has not complied with regulations under this provision so the Department can determine if Medicaid payment should be withheld for stays beyond the allowed number of days that were not reported to the Contractor.
  - 2.3.2. If at any time it appears that a convalescent care stay may exceed the allowed number of days, the receiving facility must conduct an updated Level I PAS and ensure that NF LOC is determined for individuals with Medicaid or who are seeking Medicaid as their payment source.
  - 2.3.3. The Contractor must determine whether the individual continues to require NF care and whether a Level II Evaluation may be necessary.
  - 2.3.4. Stays extending beyond the allowed number of days must be reported to the Department as they occur.
  - 2.3.5. Admission for a respite stay of twenty (20) days or less within a one-year period, which may include one of the following scenarios:
    - 2.3.5.1. In the event of a terminal illness.
    - 2.3.5.2. A severe physical condition that has resulted in extreme impairment, such as coma, ventilator dependence, or functioning at the brain stem level.
    - 2.3.5.3. In cases of delirium, provisional admission may exceed twenty (20) days, but cannot exceed thirty (30) days.
      - 2.3.5.4. Convalescent and rehabilitative care admissions from acute care hospitals may exceed twenty (20) days but cannot exceed ninety (90) days.
      - 2.3.5.5. Provisional Emergency applies to NF applicants residing in the community who have evidence of a MI, ID or a related condition and require temporary NF admission of no more than seven (7) days in an emergency protective services situation.

### 3. Monitoring and Reporting

- 3.1. The Contractor shall utilize a tracking system and process for ongoing identification and monitoring of the location of NF residents identified as having MI or ID or related conditions.



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- 3.2. The Contractor shall utilize an internal tracking process of all PASRR Level I PAS and Level II Evaluation processes from initiation to completion to assure accurate reporting to the Department.
- 3.3. The Contractor shall respond to questions from the Department and providers regarding the status of reviews and determinations not yet completed.
- 3.4. The Contractor shall ensure its NH customer base has access to a telephone number to reach the Contractor when customers have questions regarding PASRR requirements and information. The Contractor shall ensure:
  - 3.4.1. The telephone number is included in all correspondence with individuals and providers.
  - 3.4.2. Sufficient incoming lines are available to prevent the possibility of the receipt of busy signals.
  - 3.4.3. Any telephone/e-mail messages requesting a screening or inquiries regarding Screenings receive a response within six (6) business hours.
- 3.5. The Contractor shall have a method to receive medical documentation in a HIPAA compliant manner from its NH customer base, twenty-four (24) hours a day, seven (7) days per week.
- 3.6. The Contractor shall allow providers to choose the method in which to submit information, within confidentiality and HIPAA requirements.

### 4. Performance Measures

- 4.1. The Contractor shall ensure 100% of all PASRR Level II Evaluations are completed within five (5) business days of Level I Pre-Admission Screenings (PAS) when individuals are identified as having a mental illness (MI) or an intellectual disability (ID) or a related condition.
- 4.2. The Contractor shall ensure the QMHP and/or QMRP completes a comprehensive summary of findings report as described in Subsection 1.7 within the timeframes specified 100% of the time.
- 4.3. The Contractor shall respond to 100% of e-mail and telephone messages within six (6) business hours of receiving them.



### Appendix K – Funding Table

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1. Funding for the contracts resulting from RFA-2020-DLTSS-01-Servi, ServiceLink Aging and Disability Resource Center Services, is contingent upon meeting the requirements of the following funding sources:
  - 1.1. United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA #93.667).
  - 1.2. United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects (CFDA #93.048).
  - 1.3. United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052).
  - 1.4. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778).
  - 1.5. United States Department of Health and Human Services, State Health Insurance Assistance Program, (CFDA #93.324).
  - 1.6. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, State Health Insurance and Assistance Program (CFDA # 93.779).
  - 1.7. United States Department of Health and Human Services State Health Insurance Assistance Program (CFDA # 93.324).
  - 1.8. United States Department of Health and Human Services, Administration for Community Living, Senior Medicare Patrol Project (CFDA #93.408).
  - 1.9. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living, (CFDA #93.071).
  - 1.10. New Hampshire State General funds.

New Hampshire Department of Health and Human Services  
 ServiceLink Aging and Disability Resource Center Services



Appendix K – Funding Table

ServiceLink RFA by County & Optional Statewide Services - SFY 21					
	Merrimack	Strafford	Rockingham	Hillsboro	Grafton
<b>ServiceLink Administrative Requirements &amp; Consumer Information, Referral and Counseling Services</b>					
<b>Information, Referral and Awareness</b>					
Options Counseling and person Centered Transition Support Program-Medicaid	\$ 221,543.82	\$ 155,506.72	\$ 372,790.08	\$ 228,999.62	\$ 249,236.79
ENH Person Centered Counseling: Care Transitions & Coordination					
<b>Consumer Program Eligibility and Enrollment</b>					
PASSR/eligibility assessments	\$ 87,483.00	\$ 87,483.00	\$ 87,483.00	\$ 87,483.00	\$ 87,483.00
<b>Speciality Program Services</b>					
Family Caregiver Supports and Services Program	\$ 54,340.00	\$ 25,080.00	\$ 66,880.00	\$ 54,340.00	\$ 41,800.00
Health Insurance Coverage Assistance Program (SHIP)	\$ 21,882.63	\$ 15,914.64	\$ 43,765.26	\$ 53,711.91	\$ 13,925.31
Health Care Fraud Prevention Program (SMPP)	\$ 23,472.13	\$ 17,070.64	\$ 46,944.26	\$ 57,613.41	\$ 14,936.81
Enrollment & Outreach for LIS/MSP (MIPPA)	\$ 6,716.82	\$ 4,884.96	\$ 13,433.64	\$ 16,486.74	\$ 4,274.34
ServiceLink RFA by County & Optional Statewide Services - SFY 22					
	Merrimack	Strafford	Rockingham	Hillsboro	Grafton
<b>ServiceLink Administrative Requirements &amp; Consumer Information, Referral and Counseling Services</b>					
<b>Information, Referral and Awareness</b>					
Options Counseling and person Centered Transition Support Program-Medicaid	\$ 221,543.82	\$ 155,506.72	\$ 372,790.08	\$ 228,999.62	\$ 249,236.79
ENH Person Centered Counseling: Care Transitions & Coordination					
<b>Consumer Program Eligibility and Enrollment</b>					
PASSR/eligibility assessments	\$ 87,483.00	\$ 87,483.00	\$ 87,483.00	\$ 87,483.00	\$ 87,483.00
<b>Speciality Program Services</b>					
Family Caregiver Supports and Services Program	\$ 54,340.00	\$ 25,080.00	\$ 66,880.00	\$ 54,340.00	\$ 41,800.00
Health Insurance Coverage Assistance Program (SHIP)	\$ 21,882.63	\$ 15,914.64	\$ 43,765.26	\$ 53,711.91	\$ 13,925.31
Health Care Fraud Prevention Program (SMPP)	\$ 23,472.13	\$ 17,070.64	\$ 46,944.26	\$ 57,613.41	\$ 14,936.81
Enrollment & Outreach for LIS/MSP (MIPPA)	\$ 6,716.82	\$ 4,884.96	\$ 13,433.64	\$ 16,486.74	\$ 4,274.34

New Hampshire Department of Health and Human Services  
 ServiceLink Aging and Disability Resource Center Services



Appendix K – Funding Table

ServiceLink RFA by County & Optional Statewide Services - SFY 21					
	Belknap	Carroll	Monadnock	Sullivan	Coos
ServiceLink Administrative Requirements & Consumer Information, Referral and Counseling Services					
Information, Referral and Awareness					
Options Counseling and person Centered Transition Support Program-Medicaid	\$ 161,897.40	\$ 144,855.57	\$ 271,604.20	\$ 176,809.01	\$ 146,985.80
ENH Person Centered Counseling: Care Transitions & Coordination					
Consumer Program Eligibility and Enrollment					
PASSR/eligibility assessments	\$ 87,483.00	\$ 87,483.00	\$ 87,483.00	\$ 87,483.00	\$ 87,483.00
Speciality Program Services					
Family Caregiver Supports and Services Program	\$ 54,340.00	\$ 29,260.00	\$ 41,800.00	\$ 25,080.00	\$ 25,080.00
Health Insurance Coverage Assistance Program (SHIP)	\$ 9,946.65	\$ 11,935.98	\$ 13,925.31	\$ 7,957.32	\$ 5,967.99
Health Care Fraud Prevention Program (SMPP)	\$ 10,669.15	\$ 12,802.98	\$ 14,936.81	\$ 8,535.32	\$ 6,401.49
Enrollment & Outreach for LIS/MSP (MIPPA)	\$ 3,053.10	\$ 3,663.72	\$ 4,274.34	\$ 2,442.48	\$ 1,831.86
ServiceLink RFA by County & Optional Statewide Services - SFY 22					
	Belknap	Carroll	Monadnock	Sullivan	Coos
ServiceLink Administrative Requirements & Consumer Information, Referral and Counseling Services					
Information, Referral and Awareness					
Options Counseling and person Centered Transition Support Program-Medicaid	\$ 161,897.40	\$ 144,855.57	\$ 271,604.20	\$ 176,809.01	\$ 146,985.80
ENH Person Centered Counseling: Care Transitions & Coordination					
Consumer Program Eligibility and Enrollment					
PASSR/eligibility assessments	\$ 87,483.00	\$ 87,483.00	\$ 87,483.00	\$ 87,483.00	\$ 87,483.00
Speciality Program Services					
Family Caregiver Supports and Services Program	\$ 54,340.00	\$ 29,260.00	\$ 41,800.00	\$ 25,080.00	\$ 25,080.00
Health Insurance Coverage Assistance Program (SHIP)	\$ 9,946.65	\$ 11,935.98	\$ 13,925.31	\$ 7,957.32	\$ 5,967.99
Health Care Fraud Prevention Program (SMPP)	\$ 10,669.15	\$ 12,802.98	\$ 14,936.81	\$ 8,535.32	\$ 6,401.49
Enrollment & Outreach for LIS/MSP (MIPPA)	\$ 3,053.10	\$ 3,663.72	\$ 4,274.34	\$ 2,442.48	\$ 1,831.86



Appendix K – Funding Table

<i>Optional Services:</i>	<i>SFY 21</i>	<i>SFY 22</i>
<i>SHIP Trainer (65% SHIP, 25% SMP, 10% MIPPA)</i>	<i>\$ 20,448.00</i>	<i>\$ 20,448.00</i>
<i>Eligibility coordinators</i>	<i>\$ 175,170.00</i>	<i>\$ 175,170.00</i>
<i>PASRR Level II Evaluations</i>	<i>\$ 150,000.00</i>	<i>\$150,000.00</i>

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