

STATE OF NEW HAMPSHIRE

Department of Health and Human Services:

RFP-2022-DLTSS-05-ELECT:

DHHS - Electronic Visit Verification System

RFP ISSUED:	December 14, 2021
VENDOR CONFERENCE:	January 4, 2022 1:00 PM ET
LOCATION:	The Vendor's conference will be held virtually via a web-based platform. Send a request to attend to the State Point of Contact, below, by December 27, 2021 at 5:00 pm to receive attendance information.
	NAME: Dean B. Fancy
STATE POINT of CONTACT:	EMAIL: Dean.B.Fancy@dhhs.nh.gov
	TEL: 603-271-9610
CONTRACT TYPE:	Not to Exceed
PROPOSALS DUE:	February 3, 2022 at 11:59 PM ET

STATE OF NEW HAMPSHIRE
Department of Health and Human Services:
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
TABLE OF CONTENTS

Contents

SECTION 1:	OVERVIEW AND SCHEDULE OF EVENTS	5
1.1.	Executive Summary.....	5
1.2.	Schedule of Events.....	6
SECTION 2:	PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS.....	8
2.1.	Proposal Submission.....	8
2.2.	Vendor Inquiries	8
2.3.	Restriction of Contact with Agency Employees.....	9
2.4.	Validity of Proposal.....	9
SECTION 3:	PROPOSAL ORGANIZATION, CONTENT, AND REQUIRED ITEMS	10
3.1.	Proposal Organization	10
SECTION 4:	EVALUATION OF PROPOSALS.....	14
4.1.	Criteria for Evaluation and Scoring.....	14
4.2.	Scoring Detail	16
4.3.	Planned Evaluations	17
4.4.	No Best and Final Offer.....	18
4.5.	Rights of the Agency in Accepting and Evaluating Proposals	18
SECTION 5:	TERMS AND CONDITIONS RELATED TO THE RFP PROCESS	20
5.1.	RFP Addendum	20
5.2.	Non-Collusion	20
5.3.	Property of the State	20
5.4.	Confidentiality of a Proposal.....	20
5.5.	Public Disclosure.....	20
5.6.	Electronic Posting of Resulting Contract	21
5.7.	Non-Commitment.....	22
5.8.	Proposal Preparation Cost	22
5.9.	Ethical Requirements.....	22
5.10.	Ineligibility	22
5.11.	Challenges on Form or Process of the RFP	22
SECTION 6:	CONTRACT TERMS AND AWARD.....	23
6.1.	Non-Exclusive Contract	23
6.2.	Award	23

STATE OF NEW HAMPSHIRE
Department of Health and Human Services:
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
TABLE OF CONTENTS

6.3.	Anticipated Contract Term	23
6.4.	Standard Contract Terms	23
6.5.	Related Documents Required	24
6.6.	State of New Hampshire General Provisions – P37	25
APPENDIX A:	VENDOR CONFERENCE REQUIREMENTS.....	33
B-1.	BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES.....	34
B-2.	Data Location	43
B-3.	Additional Requirements.....	45
APPENDIX C:	TOPICS FOR MANDATORY RESPONSES.....	48
C-1.	Proposed Software Solution	49
C-2.	Security and Protection of Data.....	50
C-3.	State Personnel And Training.....	53
C-4.	Project Execution.....	54
C-5.	Project Management.....	56
C-6.	Ongoing Operations for Vendor Hosted Solution	58
APPENDIX D:	STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS.....	62
D-1.	Vendor Qualifications.....	62
D-2.	Required Information on Corporate Qualifications	62
D-3.	Team Organization and Designation of Key Vendor Staff.....	63
APPENDIX E:	PRICING	65
E-1.	Pricing.....	65
D-1.1.	Activities / Deliverables / Milestones Pricing	65
D-1.2.	Hardware Pricing.....	67
D-1.3.	Software License Pricing.....	67
D-1.4.	Software Operations, Maintenance and Support Pricing.....	68
D-1.5.	Hosting Pricing.....	68
D-1.6.	Other Costs	69
D-1.7.	Implementation Pricing Summary.....	69
D-1.8.	Future Vendor Rates.....	70
D-1.9.	Proposed State Staff Resource Hours.....	70
APPENDIX F:	DOIT INFRASTRUCTURE & SECURITY.....	72
F-1.	Technical Architecture	72
F-1.1.	State Network Environment	72

STATE OF NEW HAMPSHIRE
Department of Health and Human Services:
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
TABLE OF CONTENTS

F-1.2.	Internet Access	72
F-1.3.	VMware	72
F-1.4.	Oracle	72
F-2.	Future Systems Environment.....	72
F-2.1.	Security	73
APPENDIX G:	EVV REQUIREMENTS MATRIX.....	74
APPENDIX H:	TERMS AND DEFINITIONS	125
APPENDIX I:	DHHS STANDARD EXHIBITS.....	79

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
Department of Health and Human Services:
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
SECTION 1 – OVERVIEW AND SCHEDULE OF EVENTS

SECTION 1: OVERVIEW AND SCHEDULE OF EVENTS

1.1. Executive Summary

Introduction

The New Hampshire Department of Health and Human Services (Department, State, or Agency) is responsible for administering programs and providing services for individuals, children, families and seniors, including services for mental health, developmental disability, substance abuse, and public health.

The Department soliciting proposals for the provision of an Electronic Visit Verification System (EVV) for all Medicaid personal care services (PCS) and home health services (HHCS) that require an in-home visit by a provider. EVV for these services is required by Section 1903 of the Social Security Act (42 U.S.C. 1396b), also known as the 21st Century Cures Act. The Department is required to implement EVV for in-home personal care services to bring the Department into compliance with the 21st Century Cures Act, and EVV is required for in-home home health services by January 1, 2023. With the expansion of in-home and community-based care and services comes a need to ensure that care is being delivered properly and confidentially, and that publicly funded resources are being managed and spent appropriately. The future EVV system will capture time and service information about home and community-based member visits. Goals and objectives for the EVV system are:

- i.** Ensuring individuals receive the services that they are authorized to receive in order to stay healthy and safe in the community;
- ii.** Complying with the requirements within the 21st Century Cures Act;
- iii.** Providing data to support quality improvement and program efficiencies;
- iv.** Viewing of utilization and services provided in real time;
- v.** Improving quality of care for Medicaid recipients;
- vi.** Reducing unauthorized services, billing errors, and improving payment accuracy; and
- vii.** Providing additional auditing tools to reduce fraud, waste and abuse.

The Cures Act mandates EVV for personal care and home health services. The specific data elements to be validated as prescribed in the Cures Act include:

- i.** The member receiving the service;
- ii.** The type of service;
- iii.** Date of service;
- iv.** Location of service delivery;
- v.** Direct care worker (DCW) providing service; and
- vi.** Time the service begins and ends.

New Hampshire Programs/Waivers impacted by EVV include:

STATE OF NEW HAMPSHIRE
Department of Health and Human Services:
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
SECTION 1 – OVERVIEW AND SCHEDULE OF EVENTS

- i. ABD – Acquired Brain Disorder, 1915(c) Home and Community Based Service Waiver;
- ii. CFI – Choices for Independence, 1915(c) Home and Community Based Service Waiver;
- iii. DD – Developmental Disabilities, 1915(c) Home and Community Based Service Waiver;
- iv. IHS – In Home Support Waiver for Children with Developmental Disabilities, 1915(c) Home and Community Based Service Waiver;
- v. Claims for services in the four 1915(c) waivers are paid fee-for-service through the NH Medicaid Management Information System; and
- vi. State Plan – Services authorized under 1905(a)(24) and administered by the three NH Medicaid Managed Care Organizations and fee-for-service standard Medicaid.

Scope of Work (SOW) Overview

In response to the EVV requirements outlined in the Cures Act, the Department is procuring for a Commercial off-the-shelf EVV system that will meet the requirements set forth in the Cures Act, as well as the unique needs of the Department, the individuals they serve, and service recipients families and provider communities. While CMS requires EVV for personal care services by January 2021 and home health services by January 2023, DHHS plans to implement EVV for both of these sets of services by January 1, 2023.

The Department plans to implement an open EVV model with one EVV contractor, allowing providers and managed care organizations (MCOs) with existing EVV Systems to continue to use those systems. The Department is seeking an EVV system with two separate but related components — data collection and data aggregation. The EVV system must be flexible and scalable so that it can easily accommodate the full range of program requirements and user needs, while also creating efficiencies by streamlining data and information sharing.

The EVV system must support all members including those who utilize member-directed service models and be designed in such a way that it does not hinder the flexibility of members/families in scheduling or choice in where they receive their services, whether in their home or in the community. The Department estimates that 15,000 clients receive EVV related services that are provided by 145 service providers. The EVV system must be able to monitor and report on key performance indicators and obtain CMS outcomes-based certification.

1.2 Schedule of Events

The following table provides a Schedule of Events for this RFP through contract finalization and approval. The Agency reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

SCHEDULE OF EVENTS	
EVENT	DATE & TIME (ET)

STATE OF NEW HAMPSHIRE
Department of Health and Human Services:
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
SECTION 1 – OVERVIEW AND SCHEDULE OF EVENTS

RFP Released to Vendors / Inquiry Period Begins (on or about)/	December 14, 2021
Notification to the State if Representatives Plan to Attend the Vendor Conference (Mandatory)	December 27, 2021
Vendor Conference	New Hampshire Department of Health and Human Services, Division of Long-Term Supports and Services Virtual Web Conference January 4, 2022 1:00 PM ET
Vendor Inquiry Period Ends (Final Inquiries due)	January 4, 2022 11:59 PM ET
Final State Responses to Vendor Inquiries	January 20, 2022
Final Date and Time for Proposal Submission	February 3, 2022 11:59 PM
Invitations for Oral Presentations	February 11, 2022
Vendor Presentations/Discussion Sessions/Interviews	February 15-17, 2022
Estimated Date of Vendor Selection	February 18, 2022
Anticipated Governor and Council Approval	April 2022
Anticipated Effective Contract Date	April 2022

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE

Department of Health and Human Services

RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System

SECTION 2 – PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS

SECTION 2: PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS

2.1. Proposal Submission

Proposals submitted in response to this RFP must be received no later than the time and date specified in the Schedule of Events, herein.

The Cost Proposal must be labeled clearly and submitted separately from the Technical Proposal.

Late submissions will not be accepted. Electronic delivery of the Proposals shall be at the Vendor's responsibility. The time of receipt shall be considered when a Proposal has been officially documented by the Agency, in accordance with its established policies, as having been received at the email addresses below. The Agency accepts no responsibility for undeliverable mailed or emailed proposals.

2.1.1. Electronic Proposals

Electronic Proposals must be addressed to:

TO: contracts@dhhs.nh.gov

CC: dean.b.fancy@dhhs.nh.gov

Proposals must be clearly marked as follows:

Subject: RESPONSE TO RFP: DHHS-RFP-2022-DLTSS-05-ELECT Electronic Visit Verification System

Electronic Submissions must be submitted using the following criteria:

- a. Searchable PDF Format
- b. Files must be less than 10MB in size.

Exception: If files are greater than 10MB in size, the Vendor will be required to submit their proposal in parts. It is the Vendors responsibility to ensure a complete proposal is submitted.

2.1.2. Number of Proposals

Vendors are permitted to submit One (1) Proposal each with a unique solution in response to this RFP.

2.2. Vendor Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via Email to the following RFP Point of Contact:

Dean B. Fancy

Email: dean.b.fancy@dhhs.nh.gov

Inquiries must be received by the RFP Point of Contact no later than the conclusion of the Vendor Inquiry Period identified in the Schedule of Events. Inquiries received later than the conclusion of the Vendor Inquiry Period shall not be considered properly submitted and may not be considered. The State assumes no liability for assuring accurate/complete Email transmission/receipt and is not required to acknowledge receipt.

The Agency intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule of Events section, herein. The Agency may consolidate and/or paraphrase questions for sufficiency and clarity. Oral statements, representations, clarifications, or modifications

STATE OF NEW HAMPSHIRE

Department of Health and Human Services

RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System

SECTION 2 – PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS

concerning the RFP shall not be binding upon the Agency. Official responses by the Agency will be made only in writing by the process described above.

The Agency will require the successful bidder to execute a Contract using the P-37 State of New Hampshire General Provisions and the State of New Hampshire, Department of Health and Human Services Information Security Requirements Exhibit, Business Associate Agreement and other exhibits attached hereto. To the extent that a Vendor believes that exceptions to the standard form contract will be necessary for the Vendor to enter into the Agreement, the Vendor must submit those exceptions during the Vendor Inquiry Period.

2.3. Restriction of Contact with Agency Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Agency regarding this RFP is prohibited unless first approved by the RFP Points of Contact listed herein. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential Contractor during the selection process, unless otherwise authorized by the RFP Point of Contact. Vendors may be disqualified for violating this restriction on communications.

2.4. Validity of Proposal

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

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
SECTION 3 – PROPOSAL ORGANIZATION, CONTENT, AND REQUIRED ITEMS

SECTION 3: PROPOSAL ORGANIZATION, CONTENT, AND REQUIRED ITEMS

3.1. Proposal Organization

Proposals should adhere to the following outline.

- a. Cover Page
- b. Transmittal Form Letter
- c. Table of Contents
- d. Section I: Executive Summary
- e. Section II: Glossary of Terms and Abbreviations
- f. Section III: Responses to Requirements and Deliverables
- g. Section IV: Narrative Responses
- h. Section V: Corporate Qualifications
- i. Section VI: Qualifications of Key Vendor staff
- j. Section VII: Price Proposal
- k. Section VIII: Vendor Attachments

3.1.1. Cover Page

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

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RESPONSE TO RFP: DHHS - RFP-2022-DLTSS-05-ELECT Electronic Visit Verification System

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

3.1.2. Transmittal Form Letter

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

State of New Hampshire Proposal Transmittal Form Letter

Company Name: _____

Address: _____

To: Dean B. Fancy

603-271-9610

Dean.B.Fancy@dhhs.nh.gov

RE: Proposal Invitation Name: Electronic Visit Verification System

Proposal Number: RFP-2022-DLTSS-05-ELECT

Proposal Due Date and Time: February 3, 2022 11:59 PM ET

To whom it may concern:

Company Name: _____ hereby offers to provide to the State of New Hampshire the Services indicated in RFP NH DHHS RFP-2022-DLTSS-05-ELECT Electronic Visit Verification System at the price(s) quoted in Vendor Response Section VII: *Price Proposal*, in complete accordance with all conditions of this RFP and all Specifications

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System

SECTION 3 – PROPOSAL ORGANIZATION, CONTENT, AND REQUIRED ITEMS

set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in Form Number P-37 *State of New Hampshire General Provisions* and in the State of New Hampshire, Department of Health and Human Services Terms and Conditions outlined in Exhibit K *State of New Hampshire, Department of Health and Human Services Information Security Requirements*.

We attest to the fact that:

The company has Reviewed and agreed to be bound by all RFP terms and conditions including but not limited to Form Number P-37 *State of New Hampshire General Provisions*, which shall form the basis of any Contract resulting from this RFP; No new terms and conditions have been added and no existing terms and conditions have been deleted in this RFP Proposal.

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

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

Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- d. Is currently debarred from performing work on any project of the federal government or the government of any state;
- e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding Vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding Vendor and that any and all other terms and conditions submitted by the responding Vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding Vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order, if any.

Our official point of contact is: _____

Title: _____

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System

SECTION 3 – PROPOSAL ORGANIZATION, CONTENT, AND REQUIRED ITEMS

Telephone: () - - Email: _____

Authorized Signature Printed: _____

Authorized Signature: _____

3.1.3. Table of Contents

The Vendor must provide a table of contents with corresponding page numbers relating to its Proposal.

3.1.4. Section I: Executive Summary

Section I shall provide an executive summary, not to exceed two (2) pages, identifying how the Vendor satisfies the goals of this RFP. The executive summary will also provide an overview of the Vendor's proposed Solution and Services highlighting those factors that they believe distinguish their Proposal.

3.1.5. Section II: Glossary of Terms and Abbreviations

Section II shall provide a glossary of all terms, acronyms, and abbreviations used in the Vendor's Proposal.

3.1.6. Section III: Responses to System Requirements and Deliverables

Section III shall include the response tables from the Business/Technical Requirements and Deliverables Appendix. The Vendor must document the ability to meet the Requirements and Deliverables of this RFP.

3.1.7. Section IV: Narrative Responses

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

3.1.8. Section V: Corporate Qualifications

Section V shall provide the corporate qualifications of the Vendor and any Subcontractors proposed to participate in the Project. Specific information to be provided is described in the Standards for Describing Vendor Qualifications Appendix.

3.1.9. Section VI: Qualifications of Key Vendor Staff

Section VI shall be used to provide required information on the Vendor's Key Project Staff. Specific information to be provided is described in the Standards for Describing Vendor Qualifications Appendix.

3.1.10. Section VII: Price Proposal

Section VII shall include the Price Proposal, which must describe the proposed cost of the Vendor Proposal based on and reflected by the inclusion of the completed tables listed in the Pricing Appendix.

3.1.11. Section VIII: Vendor Attachments

STATE OF NEW HAMPSHIRE

Department of Health and Human Services

RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System

SECTION 3 – PROPOSAL ORGANIZATION, CONTENT, AND REQUIRED ITEMS

Section VIII provides for extra materials as referenced in the Topic for Mandatory responses Appendix such as Product Literature, Ad Hoc/Federal Reporting, Interface Standards, Testing (For UAT Plan) and Status Meetings and Reports.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
SECTION 4 – EVALUATION OF PROPOSALS

SECTION 4: EVALUATION OF PROPOSALS

4.1. Criteria for Evaluation and Scoring

Each responsive Proposal will be evaluated and considered with regard to the following criteria:

- a. Proposed Software Solution;
- b. Vendor’s Technical, Service and Project Management Experience;
- c. Vendor Company;
- d. Staffing Qualifications; and
- e. Price Proposal.

The Proposal Evaluation Team reserves the right to:

- a. Reject any and all proposals or portions of proposals received in response to this RFP; or to make no award, to cancel this RFP and or issue a new RFP.
- b. Waive or modify any information, irregularity, or inconsistency in proposals received.
- c. Request modification to proposals from any or all contractors during the contract review and negotiation.
- d. Negotiate any aspect of the proposal with any contractor and negotiate with more than one contractor at the same time.

If the Agency determines to make an award, the Agency will begin negotiations with the highest scoring Vendor. Should the Agency be unable to reach agreement with the high scoring Vendor during Contract discussions, the Agency may then undertake Contract discussions with the next high scoring Vendor and so on; or the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

The Agency will use a scoring scale of five hundred (500) points, a maximum of 150 points awarded based on the Price Proposal, a maximum of 250 points awarded for the Technical Proposal, a maximum of 100 points awarded for Vendor Company and Staffing Qualifications, which will be distributed as set forth in the table below.

The Department anticipates awarding one (1) contract from this RFP.

SCORING TABLE	
CATEGORIES	POINTS
Technical Proposal with the following potential maximum scores for each Technical Proposal category: Proposed Software Solution, Vendor’s Technical, Service and Project Management Experience, Vendor Company, Staffing Qualifications.	
Proposed Software Solution including: <div style="border: 1px solid black; padding: 5px; display: inline-block;"> Interfaces – The ability to complete data transfers from the State’s Medicaid Management Information System (MMIS), </div>	150 Points

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
SECTION 4 – EVALUATION OF PROPOSALS

<p>Provider EVV systems, claims or other IT systems and all interfaces needed for operation of the EVV System.</p> <p>Data Collection – Does the system meet the minimum requirements for data collection and will it securely collect the data elements required by the Cures Act?</p> <p>System Capabilities – Does the system meet the minimum meet the requirements in section 12006 of the 21st Century Cures Act and CMS outcomes based certifications?</p> <p>Data Aggregator – The ability to collect and process data from the Contractor’s EVV data collection module as well as approved alternate data collection systems in near real time in accordance with the technical requirements?</p> <p>Reporting –Meeting near real time copy of the production database; ad hoc reporting, user constructed queries, KPI reporting and monitoring.</p>	
<p>Vendor’s Technical, Service and Project Management Experience, including:</p> <p>EVV Experience –The Contractor’s Project Experience and Past Performance with EVV System Design and Implementation; State EVV Project Experience similar to NH; complexity and duration Technical Project Management; Planning and Requirement’s Analysis.</p> <p>EVV Equipment –The Contractor’s ability to maintain and oversee all equipment during installation, customization, implementation, and ongoing operations.</p> <p>Communications Plan –An outreach and education strategy.</p> <p>Training Plan –The approach, methods, tools and techniques of a training plan.</p>	100 Points
Vendor Company	50 Points
Staffing Qualifications	50 Points
Price Proposal Potential Maximum Points	150 Points
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	500 Points

1.1.1.Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
SECTION 4 – EVALUATION OF PROPOSALS

1.1.2.The Agency will select a Vendor based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the Agency, will be used to refine and finalize technical scores.

4.2. Scoring Detail

4.2.1.Scoring of the Proposed Software Solution

The Vendor’s Proposed Software Solution will be allocated a maximum score of 150 points. The main purpose of this section is to measure how well the Solution meets the business needs of the Agency.

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

- a. Proposal Section III: Responses to Requirements and Deliverables
- b. Proposal Section IV: Narrative Responses
- c. Vendor Presentation and Demonstration (if applicable)

4.2.2.Scoring of Vendor Technical, Service, and Project Management Proposal

Vendor proposed technical, service and project management experience will be allocated a maximum score of 100 points. In this section, the State will score the technical merits of how the Vendor will carry out the implementation and maintain the solution. The implementation of the solution will require the Vendor to customize or configure the application to meet the requirements of the State, monitor and ensure its operation throughout the warranty period and, if maintenance is to be provided, to be a partner in the solution’s operation throughout its useful life. Technical details of the system, administrative procedures, how the Vendor manages its team, the project and the technical environment will be critical. How compatible the Vendor’s procedures and technologies are with the State contribute to an assessment of risk both in the short and long term.

Scoring is primarily measured using Vendor responses in the following sections:

- a. Proposal Section III: Responses to Requirements and Deliverables
- b. Proposal Section IV: Narrative Responses
- c. Proposed Work Plan
- d. References

4.2.3.Scoring of Vendor Company

Vendor company qualifications will be allocated a maximum score of 50 points. It must be established that the Vendor is capable of carrying out the project through implementation, the warranty period and the maintenance period.

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

- a. Proposal Section V: Corporate Qualifications and Appendix D, Section D-1.
- b. Financial Strength based on Appendix D, Section D. 2, Subsection D 2.1.
- c. Prior Project Descriptions-Appendix D, Section D-2, Subsection D. 2.3.
- d. References

4.2.4.Scoring of Vendor Staffing Qualifications

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
SECTION 4 – EVALUATION OF PROPOSALS

Vendor's Staff must have the training and experience to support the Vendor's plans to implement and support the System. Vendor's staffing qualifications will be allocated a maximum score of 50 points.

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

- a. Proposal Section VI: Qualifications of Key Staff
- b. Vendor Presentations & Demonstrations (if applicable)
- c. Staff References

4.2.5. Scoring the Software Solution Price

The Vendor's Software Solution price will be allocated a maximum score of 150 points. The State will consider both Implementation and subsequent four (4) years license and maintenance costs as well as the costs associated in Appendix E - *Pricing*. The price information required in a proposal is intended to provide a sound basis for comparing costs. The cost point formula described in the Price Proposal Review section will be utilized for this scoring portion.

4.3. Planned Evaluations

The Agency plans to use the following process:

- a. Initial screening to ensure that the Proposals are in compliance with submission requirements;
- b. Evaluation of technical proposals and preliminary scoring;
- c. Evaluation of other categories and preliminary scoring;
- d. Oral interviews and product demonstrations;
- e. Final scoring of technical proposals;
- f. Review of price proposals and final scoring; and
- g. Select the highest scoring Vendor and begin contract negotiation.

4.3.1. Initial Screening

The Agency will conduct an initial screening step to verify Vendor compliance with the submission requirements set forth in the RFP and the minimum content set forth in the Proposal Format, Content and Required Items within this RFP. The Agency may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

4.3.2. Preliminary Technical Scoring of Proposals

The Agency will establish an evaluation team. This evaluation team will review the Technical Proposals and give a preliminary score. Should a **Vendor fail to achieve 250 minimum points** in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Price Proposal will remain unopened. Price Proposals will remain unopened during the preliminary technical review, oral interviews and product demonstrations.

4.3.3. Oral Interviews and Product Demonstrations

At the Agency discretion, Vendors may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. The Agency retains the sole discretion to determine whether to conduct oral

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
SECTION 4 – EVALUATION OF PROPOSALS

interviews and product demonstrations, with which Vendors, the number of interviews and the length of time provided for the interview and product demonstration. The Agency may decide to conduct oral interviews and product demonstrations with less than all responsive Vendors.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations. The Agency may ask the Vendor to provide written clarifications of elements in their Technical Proposal regardless of whether it intends to conduct oral interviews.

Information gained from oral interviews and product demonstrations will be used to refine technical review scores assigned from the initial review of the Proposals. All costs associated with oral presentations/interviews shall be borne entirely by the Vendor.

4.3.4. Final Scoring of Technical Proposals

Following oral interviews, product demonstrations, reference checks (if appropriate) and/or review of written clarifications of proposals requested by the Agency, the evaluation team will determine a final score for each Technical Proposal.

4.3.5. Price Proposal Review

Price proposals will be reviewed upon completion of the final scoring of Technical Proposals. The Vendor's Price Proposal will be allocated a maximum potential score of 150 points. Vendors are advised that this is not a low bid award and that the scoring of the price proposal will be combined with the scoring of the Technical Proposal to determine the overall highest scoring Vendor.

The following formula will be used to assign points for Price:

Vendor's Price Score = (Lowest Proposed Price / Vendor's Proposed Price) x Maximum Number of Points for price proposal.

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Vendor who has scored above the minimum necessary for consideration on the Technical Score.

4.4. No Best and Final Offer

The Proposal should be submitted initially on the most favorable terms that the Vendor can offer. There will be no best and final offer procedure. The Vendor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or the entire Proposal.

4.5. Rights of the Agency in Accepting and Evaluating Proposals

The Agency reserves the right to:

- a. Make independent investigations in evaluating Proposals;
- b. Request additional information to clarify elements of a Proposal;
- c. Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- d. Omit any planned evaluation step if, in the Agency's view, the step is not needed;

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
SECTION 4 – EVALUATION OF PROPOSALS

- e. At its sole discretion, reject any and all Proposals at any time; and
- f. Open contract discussions with the second highest scoring Vendor and so on, if the Agency is unable to reach an agreement on Contract terms with the higher scoring Vendor(s).

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
SECTION 5 – TERMS AND CONDITIONS RELATED TO THE RFP PROCESS

SECTION 5: TERMS AND CONDITIONS RELATED TO THE RFP PROCESS

5.1. RFP Addendum

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

5.2. Non-Collusion

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

5.3. Property of the State

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

5.4. Confidentiality of a Proposal

The substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Vendor's disclosure or distribution of Proposals other than to the Agency may be grounds for disqualification.

5.5. Public Disclosure

In general, the State is obligated to make public the information submitted in response to this RFP (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship. The Right-to-Know law (RSA 91-A) obligates the State to conduct an independent analysis of the confidentiality of the information submitted, regardless of whether it is marked confidential.

In addition, the Governor and Council (G&C) contract approval process more specifically requires that pricing be made public and that any contract reaching the G&C agenda for approval be posted online.

5.5.1. Disclosure of Information Submitted in Response to RFP

Information submitted in response to this RFP is subject to public disclosure under the Right-to-Know law after the award of a contract by G&C. At the time of closing date for Proposals, the State will post the number of responses received with no further information. Pursuant to RSA 21-G:37, the State will also post the name and rank or score of each Vendor pursuant to the timeliness requirements therein. Notwithstanding the Right-to-Know law, no information concerning the contracting process, including, but not limited to information related to proposals, communications between the parties or contract negotiations, shall be available until a contract is approved by G&C, or, if the contract does not require G&C approval, until the contract has been actually awarded. This means unsuccessful Vendors shall not be notified of the outcome until that time. The Proposer's disclosure or distribution of the contents of its Proposal, other than to the State, may be grounds for disqualification at the State's sole discretion.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this request for proposal should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
SECTION 5 – TERMS AND CONDITIONS RELATED TO THE RFP PROCESS

“CONFIDENTIAL.” Vendors must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are “confidential.”

Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the proposal.

Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in Proposals or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a Vendor’s designations, the State is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State by any person or entity to view or receive copies of any portion of the proposal identified by a Vendor as Confidential, the State shall first assess what information it is obligated to release. The State will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a Vendor must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Vendors acknowledge and agree that:

- a. The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- b. The State is not obligated to comply with a Vendor’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- c. The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

5.6. Electronic Posting of Resulting Contract

RSA 91-A obligates disclosure of contracts resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal, Vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), any contract resulting from this RFP that is submitted to G&C for approval will be made accessible to the public online via the State’s website.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
SECTION 5 – TERMS AND CONDITIONS RELATED TO THE RFP PROCESS

5.7. Non-Commitment

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

5.8. Proposal Preparation Cost

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

5.9. Ethical Requirements

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

5.10. Ineligibility

Vendors who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this proposal.

5.11. Challenges on Form or Process of the RFP

A bidder questioning an agency's identification of the selected vendor may request that the agency review its selection process. Such request shall be made in writing and be received by the agency within 5 (five) business days after the rank or score is posted on the agency website. The request shall specify all points on which the bidder believes the agency erred in its process and shall contain such argument in support of its position as the bidder seeks to present. In response, the issuing agency shall review the process it followed for evaluating responses and, within 5 (five) business days of receiving the request for review, issue a written response either affirming its initial selection of a vendor or canceling the bid. In its request for review, a bidder shall not submit, and an agency shall not accept nor consider, any substantive information that was not included by the bidder in its original bid response. No hearing shall be held in conjunction with a review. The outcome of the agency's review shall not be subject to appeal.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
SECTION 6 – CONTRACT TERMS AND AWARD

SECTION 6: CONTRACT TERMS AND AWARD

6.1. Non-Exclusive Contract

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

6.2. Award

Any resulting contract is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

6.3. Anticipated Contract Term

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

The initial Contract Term will begin on the Effective Date and extend through June 30, 2026. The Contract Term may be extended up to four (4) years (“Extended Contract Term”) at the sole option of the State, subject to the parties prior written agreement on terms and applicable fees for each extended Contract Term, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

6.4. Standard Contract Terms

The Agency will require the successful bidder to execute a Not to Exceed Contract using the P-37 State of New Hampshire General Provisions (refer to Section 6.6 State of New Hampshire General Provisions – P37 below), DHHS Exhibit I, Health Insurance and Accountability Act Business Associate Agreement, and Exhibit K, DHHS Information Security Requirements.

To the extent that a Vendor believes that exceptions to the standard form contract and exhibits will be necessary for the Vendor to enter into the Agreement, the Vendor should note those issues during the Vendor Inquiry Period. The Agency will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the Agency accepts a Vendor’s exception the Agency will, at the conclusion of the inquiry period, provide notice to all potential Vendors of the exceptions that have been accepted and indicate that exception is available to all potential Vendors. Any exceptions to the standard form contract that are not raised during the Vendor inquiry period are waived. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the State’s terms in response to this solicitation.

6.4.1. Contract Negotiations and Unsuccessful Bidder Notice

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

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
SECTION 6 – CONTRACT TERMS AND AWARD

6.4.2. Subcontractors

The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. The Vendor shall ensure that any subcontractors it may engage on its behalf that will have access to DHHS protected health information agree to the same information security and privacy restrictions and conditions that apply to the business associate with respect to such information. The Vendor's failure to enter into Business Associate agreements with its subcontractors that create or receive protected health information on behalf of DHHS through the awarded Agreement and failure to comply with the implementation specifications for such agreements is a direct HIPAA violation.

6.5. Related Documents Required

The selected Vendor will be required to submit the following documents prior to Contract approval:

- a. Certificate of Good Standing obtained by the Secretary of State of New Hampshire.
- b. Certificate of Authority/Vote - The Certificate of Authority/Vote authorizes, by position, a representative(s) of your corporation to enter into an Agreement or amendment with the State of New Hampshire.
- c. Certificate of Insurance - Certificates of Insurance evidencing coverage as required under the contract.
- d. Workers' Compensation coverage must comply with State of NH RSA 281-A.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
SECTION 6 – CONTRACT TERMS AND AWARD

6.6. State of New Hampshire General Provisions – P37

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

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.

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 Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
SECTION 6 – CONTRACT TERMS AND AWARD

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified

in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
SECTION 6 – CONTRACT TERMS AND AWARD

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 cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor

has cured the Event of Default shall never be paid to the Contractor;

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
SECTION 6 – CONTRACT TERMS AND AWARD

memoranda, papers, and documents, all whether finished or unfinished.

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

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

11. CONTRACTOR'S RELATION TO THE STATE.

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

12.

ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
SECTION 6 – CONTRACT TERMS AND AWARD

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained

therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX A – VENDOR CONFERENCE REQUIREMENTS

P-37 Special Provisions

The terms outlined in the P-37 General Provisions are modified as set forth below:

A. Provision 3, Effective Date/Completion of Services, is updated with the following addition:

3.3 The Term may be extended up to four (4) years, (“Extended Term”) at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to but not beyond June 30, 2030 under the same terms and conditions, subject to approval of the Governor and Executive Council.

B. Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:

5.5 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. 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.

C. Provision 8, Event of Default/Remedies, is updated with the following addition:

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

D. Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 Termination Procedure

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

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX A – VENDOR CONFERENCE REQUIREMENTS

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

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase or destroy any State Data, which includes State Data held by the Contractor's subcontractors;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Work with the State to develop a Services and Data Transition Plan per the "Contract End-of-Life Transition" requirement in the Appendix B, Section B.5, Additional Requirements section of this RFP; and
- g. Provide written Certification to the State that Contractor has surrendered to the State all said property.

9.2.3 This covenant in paragraph 9 shall survive the termination of this Contract.

E. Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information is defined in the Department of Health and Human Services' Information Security Requirements Exhibit

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
- c. is disclosed with the written consent of the disclosing Party.

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including,

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX A – VENDOR CONFERENCE REQUIREMENTS

but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential or proprietary, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

F. Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.3 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. Immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

G. The following Provisions are added and made part of the P37:

25. FORCE MAJEURE

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

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

26. EXHIBITS/ATTACHMENTS

The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference as if fully included in the text of the Contract.

27. NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services that relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

28. GOVERNMENT APPROVALS

Contractor shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX A – VENDOR CONFERENCE REQUIREMENTS

VENDOR CONFERENCE REQUIREMENTS

APPLICABLE (Applicable)

A Non-Mandatory Vendor Conference will be held virtually on the date and at the time identified in the Schedule of Events:

Department of Health and Human Services, Division of Long-Term Supports and Services

The Vendor's conference will be held virtually via a web-based platform. Send a request to attend to the State Point of Contact by December 27, 2021 at 5:00 pm to receive attendance instructions. All Vendors who intend to submit Proposals are encouraged to attend the Vendor Conference. Attendance by teleconference is permitted, and conference call will be sent by email to registrants upon request. Vendors are required to RSVP via Email by the date identified in the Schedule of Events, indicating the number of individuals who will attend the Vendor Conference.

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

Vendors are required to email inquiries by December 27, 2021 to receive instructions to attend the Vendor Conference. No responses will be given prior to the Vendor Conference. Oral answers will not be binding on the State. The State's final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor inquiry period will be posted to the Department's website by the date specified as the final State responses to Vendor inquiries as specified in the Schedule of Events. Vendors are responsible for any costs associated with attending the Vendor Conference.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT Electronic Visit Verification System
APPENDIX B – BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

B-1. BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

1. Statement of Work

1.1. Concept of Operations

1.1.1. The Selected Vendor will provide an Electronic Visit Verification System (EVV) to be used by the Department and the Department’s providers for the services listed on Chart 1.1.5 below; however, this list will be subject to change as new services are added or existing services are removed to meet the needs of the Department.

Chart 1.1.5						
EVV Phase	Program /Waiver	Service Description	MMIS Procedure Code	MMIS Mod1	MMIS Mod2	MMIS Mod3
Personal Care	ABD	ABD Personal Care Services Level 1 – Level 8	T1020	SE	UB	U1-U8
Personal Care	CFI	Participant Directed Services Personal Care	T1019	HC	U3	
Personal Care	CFI	Personal Care Agency Directed	T1019	HC	U1	
Personal Care	CFI	Personal Care Consumer Directed	T1019	HC	U2	
Personal Care	CFI	Personal Care Special Rate	T1019	HC	U4	
Personal Care	DD	Residential Personal Care Level 1 - Level 7	T1020	SE	UA	U1-U7
Personal Care	IHS	Participant Directed & Managed Personal Care	T2025	SE	UC	U1
Personal Care	State Plan	Personal Care Attendant Services	T1019			
Home Health	ABD	ABD Consumer Directed Services — Community Support Services	T2025	SE	UB	U6
Home Health	ABD	ABD Consumer Directed Services — Family Support/Respite**	T2025	SE	UB	U5
Home Health	ABD	ABD Consumer Directed Services — Residential only	T2025	SE	UB	U2
Home Health	ABD	ABD Community Support Services (CSS)	H2015	SE	UB	U1

STATE OF NEW HAMPSHIRE

Department of Health and Human Services

RFP-2022-DLTSS-05-ELECT Electronic Visit Verification System

APPENDIX B – BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Chart 1.1.5						
EVV Phase	Program /Waiver	Service Description	MMIS Procedure Code	MMIS Mod1	MMIS Mod2	MMIS Mod3
Home Health	ABD	ABD Community Support Services CSS/Level 2	H2015	SE	UB	U2
Home Health	ABD	ABD Consumer Directed Services — Day/Residential	T2025	SE	UB	U1
Home Health	ABD	ABD Respite Medical/Behavioral**	T1005	SE	UB	U2
Home Health	ABD	ABD Respite**	T1005	SE	UB	U1
Home Health	CFI	Home Health Aide 8+ Units	G0156	HC	U1	
Home Health	CFI	Home Health Aide Per Visit	T1021	HC		
Home Health	CFI	Respite Care Services**	T1005	HC		
Home Health	CFI	Respite Care Special Rates**	T1005	HC	U1	
Home Health	CFI	Skilled Nurse Per Visit	T1030	HC		
Home Health	CFI	Supported Housing Level 2	H0043	HC	U6	
Home Health	DD	Consumer Directed Services – Community Support Services	T2025	SE	UA	U6
Home Health	DD	Consumer Directed Services - Day/Residential	T2025	SE	UA	U1
Home Health	DD	Consumer Directed Services - Family Support/Respite**	T2025	SE	UA	U5
Home Health	DD	Consumer Directed Services - Residential only	T2025	SE	UA	U2
Home Health	DD	Community Support Services (CSS)	H2015	SE	UA	U1
Home Health	DD	Community Support Services/Level 2	H2015	SE	UA	U2
Home Health	DD	Respite Behavioral/Medical**	T1005	SE	UA	U2
Home Health	DD	Respite**	T1005	SE	UA	U1
Home Health	IHS	Participant Directed & Managed Respite**	T2025	SE	UC	U4

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT Electronic Visit Verification System
APPENDIX B – BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Chart 1.1.5						
EVV Phase	Program /Waiver	Service Description	MMIS Procedure Code	MMIS Mod1	MMIS Mod2	MMIS Mod3
Home Health	State Plan	Home Health Aide 8+ Units	G0156			
Home Health	State Plan	Home Health Aide Per Visit	T1021			
Home Health	State Plan	Occupational Therapy**	G0152			
Home Health	State Plan	Physical Therapy**	G0151			
Home Health	State Plan	Private Duty LPN (State Plan)	S9124			
Home Health	State Plan	Private Duty RN (State Plan)	S9123			
Home Health	State Plan	Skilled Nurse Per Visit	T1030			
Home Health	State Plan	Speech Therapy**	G0153			

**** When provided in the home**

2. Project Stakeholders

2.1. Executive Sponsor: DHHS Director of the Division of Long Term Supports and Services (DLTSS)

2.1.1. The Executive Sponsor will be responsible for securing financing and resources, addressing issues brought to the director’s attention by DHHS Project Manager, and promoting the Project throughout the Department and with stakeholders.

2.2. DHHS Project Manager

2.2.1. The Project Manager will be responsible for working with DHHS Bureau of Developmental Services (BDS), Bureau of Elderly and Adult Services (BEAS), Program Integrity, Medicaid Services, Department of Information Technology (DoIT) Staff, Provider staff, and the Contractor to ensure appropriate execution of the Contract. The Project Manager will be the primary point of contact for the Contractor and business users, and will interact with the Contractor to address questions or concerns encountered by users in the day-to-day performance of the project. Major duties include:

- 2.2.1.1. Leading the Project;
- 2.2.1.2. Developing Project strategy and approach;
- 2.2.1.3. Engaging and managing all contractors;
- 2.2.1.4. Managing significant issues and risks; and
- 2.2.1.5. Managing stakeholders’ concerns.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT Electronic Visit Verification System
APPENDIX B – BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

2.3. DHHS DLTSS Information Technology Manager

- 2.3.1. The Information Technology (IT) Manager will act as a business lead and liaison between the Project Manager, the Contractor, DHHS, Providers, and DoIT technical resources. Major duties include:
- 2.3.2. Supporting the Project as the business lead and as a technical resource.
- 2.3.3. Functioning as a primary point of contact for the Contractor on technical matters that do not require the direct involvement of the Project Manager.

2.4. Other Stakeholders

- 2.4.1. At a minimum, the following stakeholders must be engaged during the project to provide input for the EVV system.

Chart 3.4.1		
State Staff:		
Organization	Title	Role
DLTSS	Director	Executive Management
BDS	Bureau Chief	Management
BDS	Program Specialist	Pre-authorization SME
BEAS	Bureau Chief	Management
BEAS	Administrator	Pre-authorization SME
Division of Medicaid Services	Medicaid Director	Executive Management
Division of Medicaid Services	Medical Services Administrator	Medical Management SME
Division of Medicaid Services	Administrator	Managed Care SME
Program Quality and Integrity	Program Integrity Administrator	Program Integrity SME
Office of Information Services	Director of Information Services	Executive Management
Office of Information Services	Deputy Information Security Officer Information Technology Manager V	Department Information Security
Office of Information Services	Information Technology Manager IV	Enterprise Business Intelligence Manager
Project Management Office	Information Technology Manager	Project Manager
DoIT	Information Technology Manager	Medicaid Management Information System (MMIS)
DoIT	Information Technology Manager	IT Leader for DHHS
EVV Advisory Council Members:		
Organization	Title	Roles
Community Providers (Multiple)	Executive Director, Business Manager, IT	Community Personal Care and Home Health Care Provider SMEs
Community Services Network, Inc. (CSNI)	Director of Information Services	Developmental Services Area Agency SME

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT Electronic Visit Verification System
APPENDIX B – BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Chart 3.4.1		
Granite State Independent Living (GSIL)	Chief Executive Officer	Statewide Independent Living Center SME
GSIL Consumer Advisory Council	Consumer	Self-Advocacy SME
Home Care, Hospice and Palliative Care Alliance of New Hampshire	Chief Executive Officer	Home Health SME
Managed Care Organizations	IT Directors / EVV Product Owners	Managed Care SME
NH State Family Support Council	Chairperson	Family Self-Advocacy SME

3. Scope of Services

3.1. Project Goals

3.1.1. The goals of the New Hampshire’s EVV program include:

- 3.1.1.1. Ensuring individuals receive the services that they are authorized to receive in order to stay healthy and safe in the community; and
- 3.1.1.2. Complying with the requirements within the 21st Century Cures Act.

3.2. Project Objectives

3.2.1. The DHHS EVV program is guided by the following principles:

- 3.2.1.1. DHHS’ approach to EVV will be consistent with federal law;
- 3.2.1.2. EVV will be developed through a collaborative stakeholder process;
- 3.2.1.3. EVV will be developed in a manner that respects recipients and providers, does not alter their Olmstead protections and is minimally burdensome;
- 3.2.1.4. EVV will not change the number of service hours, nor how or where services are delivered;
- 3.2.1.5. Existing information systems will be leveraged for EVV; and
- 3.2.1.6. Providers, recipients and other stakeholders will be trained on the use of the EVV system.

3.3. Project Outcomes

Provide a solution that meets the following outcomes:

3.3.1. Meet Cures Act requirements;

- 3.3.1.1. Meet CURES Act requirements for EVV to ensure Compliance Penalties from CMS are mitigated / avoided; and

STATE OF NEW HAMPSHIRE

Department of Health and Human Services

RFP-2022-DLTSS-05-ELECT Electronic Visit Verification System

APPENDIX B – BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

3.3.1.2. With the CMS directed outcomes for EVV inherently addressing compliance, this outcome focuses on other compliance projects. The associated requirements for this outcome leverages compliance requirements approved by CMS for National Association of State Procurement Officers (NASPO) driven multi-state module implementations.

3.3.2. Monitor and Prevent Fraud

3.3.2.1. Provide DHHS enhanced ability to monitor and prevent fraud waste and abuse through increased visibility into its State Plan and Home and Community-Based Services programs.

3.3.3. Availability and Accessibility

3.3.3.1. The EVV solution is reliable, accessible, and minimally burdensome on providers, members, and their caregivers.

3.3.4. Cost of Ownership

3.3.4.1. The Cost of Ownership of the EVV solution is optimized.

3.3.4.2. The following components are considered; Delivery and Implementation Costs, Operations Cost, Maintenance Cost, Upgrades and Device Management Costs, Change Management Cost, SLA Costs, Alignment to Industry Standards for Interfaces and other upcoming Standards, and Training.

3.3.5. Stakeholder Engagement and Alignment

3.3.5.1. High levels of satisfaction from all stakeholders regarding the ability to provide input and feedback into NH's EVV program design.

3.3.5.2. The following Stakeholders are considered primary:

- 3.3.5.2.1. Member;
- 3.3.5.2.2. Family Member Caregiver;
- 3.3.5.2.3. Direct Care Worker (Provider);
- 3.3.5.2.4. State/Agency;
- 3.3.5.2.5. Managed Care Organizations; and
- 3.3.5.2.6. Community Stakeholders.

3.3.5.3. With the outcome of improved satisfaction for these stakeholders, the requirements focus on stakeholder experience.

3.3.6. Privacy and Security

3.3.6.1. A system that meets information security requirements as identified in this contract.

3.3.7. Data Quality and Reliability

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT Electronic Visit Verification System
APPENDIX B – BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

- 3.3.7.1. The EVV system maintains high levels of data quality and reliability to support timely and accurate processing and reporting. Additionally, EVV data aligns with DHHS Enterprise Business Intelligence (EBI) standards and is readily portable to the EBI.

3.4. Functional Scope of Project

3.4.1. DHHS system requirements are categorized into general and technical requirements in both functional and non-functional areas and address the following areas:

- 3.4.1.1. EVV Scheduling, Billing, and Compliance Capabilities that must:
 - 3.4.1.1.1. Provide audited visit verification that prevents provider abuse or inappropriate billing/payment by collecting recipient and direct service worker information electronically at the beginning and end of services provided in the home and other settings;
 - 3.4.1.1.2. Certify provider EVV systems to ensure CURES Act compliance; and
 - 3.4.1.1.3. Provide for key performance indicator monitoring and reporting.
- 3.4.1.2. Claims Filing Related Services including providing aggregator functionality to verify visits against billed claims and authorizations before processing for payment by the MMIS or MCOs.
- 3.4.1.3. Reporting capability in that can permit the Department to use data elements to query and generate ad-hoc reports, and that can provide a standard suite of reports to:
 - 3.4.1.3.1. The Department;
 - 3.4.1.3.2. Case management and area agencies;
 - 3.4.1.3.3. Members;
 - 3.4.1.3.4. Provider agencies; and
 - 3.4.1.3.5. Managed care organizations (MCO).
- 3.4.1.4. Interfaces to/from the MMIS and Provider Systems — DHHS has adopted Medicaid Information Technology Architecture (MITA) standards. The system must interface daily with the MMIS to potentially exchange member, provider, service authorization, and claims information. The system must interface with Provider EVV systems and claims information.
- 3.4.1.5. Information Security and Privacy — the system must comply with State and agency-specific information security and privacy requirements.
- 3.4.1.6. Testing — the selected Vendor must provide for a variety of testing including privacy testing, User Acceptance Testing of configured system, system stress testing,

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT Electronic Visit Verification System
APPENDIX B – BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

independent third party security assessment/penetration testing and disaster recovery methods testing.

3.4.1.7. CMS Certification and Key Performance Indicators (KPIs) – the selected Vendor must provide an operational system that can monitor and report on KPIs and take the lead to receive CMS outcomes based certification.

3.4.2. The Department may contract with an Independent Verification and Validation (IV&V) contractor to provide quality assurance duties for the duration of this EVV project. The selected Vendor shall support the Department and its contractor(s) in IV&V activities associated with the contract including, but not limited to:

3.4.2.1. Providing requested information for IV&V Requirements and Design Review.

3.4.2.2. Answering questions for IV&V Progress Reports.

3.4.2.3. Participating in Operational Milestone Review(s).

3.4.2.4. Participating in CMS EVV Certification(s) Reviews.

3.4.3. The selected Vendor will conduct an Operational Readiness Review (ORR) to validate all operations, including hardware, software, and telecommunications aspects of the EVV solution are ready for go-live.

3.4.4. The selected Vendor will adhere to all Hosting and Cloud requirements.

3.4.5. The selected Vendor will provide:

3.4.5.1. Help desk support to end users; and

3.4.5.2. On-going system support and maintenance.

3.4.6. The selected Vendor will provide initial and on-going training to all users, as specified by the Department, in accessible formats and locations. The Contractor must offer and provide user training through a variety of mediums, including, but not limited to:

3.4.6.1. In-person in locations Statewide, to be approved by the Department.

3.4.6.2. On-line, guided webinar.

3.4.6.3. Recorded webinar.

3.4.7. selected Vendor will assign a qualified full time project manager who will manage the project.

3.4.8. selected Vendor will develop a work plan in accordance with Exhibit G – EVV Requirements Matrix, to be approved by the Department, that must include without limitation:

3.4.8.1. A detailed description of the schedule;

3.4.8.2. Tasks;

3.4.8.3. Deliverables;

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT Electronic Visit Verification System
APPENDIX B – BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

- 3.4.8.4. Critical events;
- 3.4.8.5. Task dependencies; and
- 3.4.8.6. Payment Schedule.

3.4.9. The Selected Vendor will update the work plan no less than every two weeks.

3.5. Required Skills

3.5.1. The Selected Vendor must have corporate experience within the last five (5) years directly related to requirements described in this Scope of Services, including, but not limited to:

- 3.5.1.1. Experience managing other government projects of a similar scale
- 3.5.1.2. EVV projects similar in size, complexity and duration.
- 3.5.1.3. Successful implementation and operation of EVV Systems for home and community-based programs and health care purchasers, including:
 - 3.5.1.3.1. Public sector;
 - 3.5.1.3.2. Health care organizations; and
 - 3.5.1.3.3. State Medicaid programs.

3.6. Project Duration

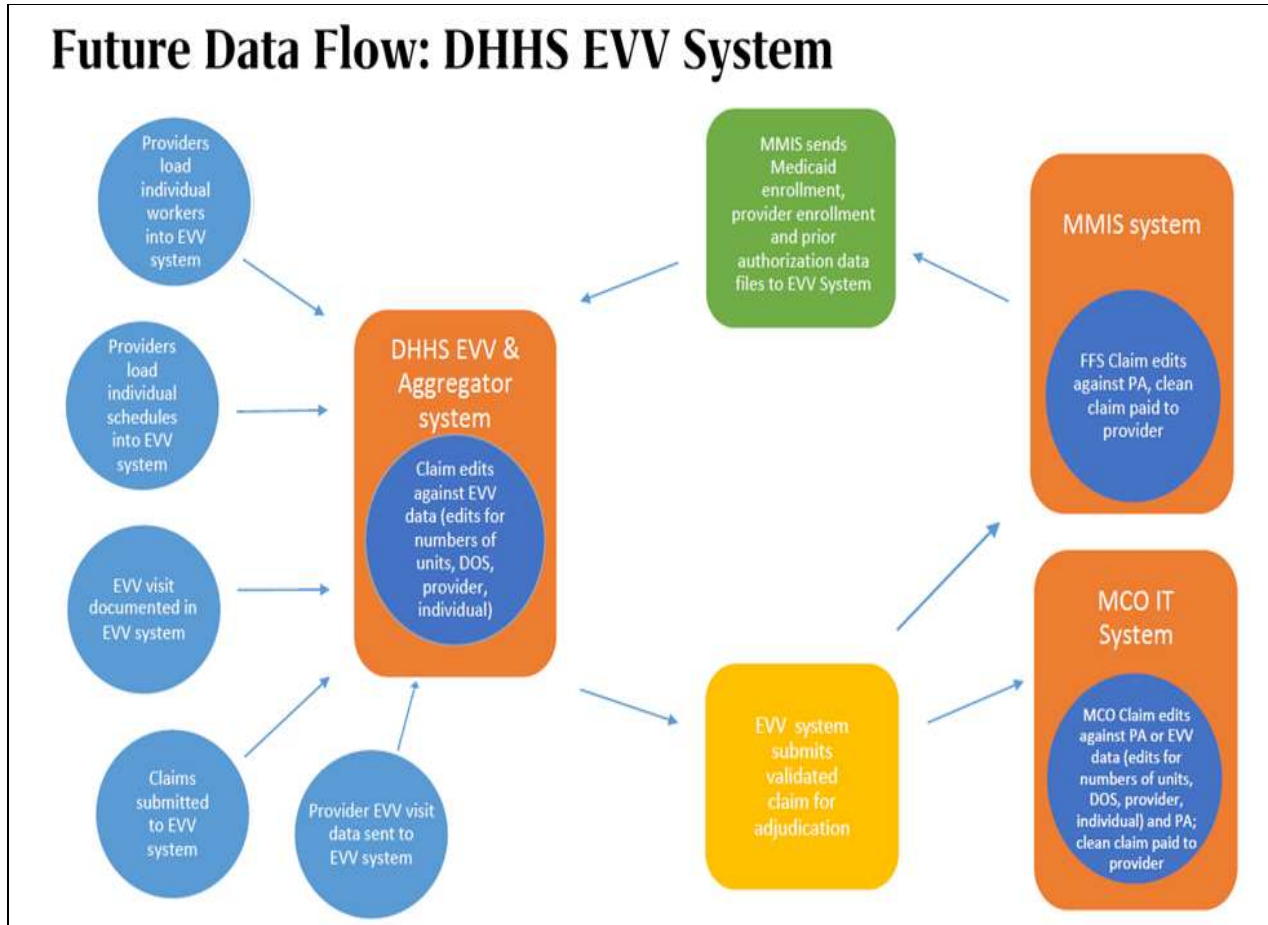
3.6.1. Anticipated kick off is in April 2022, subject to Governor and Executive Council approval, with a pilot of the EVV system occurring in October of 2022, and statewide system go-live in January of 2023. The Department would like Vendors to propose a realistic schedule.

3.7. System Requirements

3.7.1. The Department has chosen to utilize an open/hybrid model for EVV to track and monitor timely service delivery and access to care for members, while providing flexibility to the State of New Hampshire's providers and managed care organizations. DHHS is seeking a system with three foundational elements: data collection, data aggregation, and KPI monitoring. DHHS' system will be flexible and scalable so that it can easily accommodate the full range of program requirements and user needs, while creating efficiencies by streamlining data and information sharing. The selected Vendor will deliver the EVV system with data aggregation capabilities that can be utilized by providers and aggregate EVV data from multiple source systems for claims validation and reporting, thereby allowing providers and MCOs with existing EVV systems to continue to use those systems. The selected Vendor and system must assist in determining, providing, monitoring and reporting for Key Performance Indicators. The system must pass CMS certification.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT Electronic Visit Verification System
APPENDIX B – BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Chart 3.13.



B-2. Data Location

The Selected Vendor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State Data shall be restricted to information technology systems within the Continental United States. The Vendor shall not allow its personnel or subcontractors to store State Data on portable devices, including personal computers unless express prior written consent is obtained from the DHHS Information Security Office. Activity, Deliverable, or Milestone

The Selected Vendor shall be responsible for meeting the Deliverables, Activities and/or Milestones identified in Table B-3: Deliverables. Any document, including written deliverables, must be provided in a format approved by the Department, and must be available in an electronic format (Microsoft Office).

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT Electronic Visit Verification System
APPENDIX B – BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Table B-3: Deliverables		
DELIVERABLES		
	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE
PLANNING AND PROJECT MANAGEMENT		
1	Conduct Project Kickoff Meeting	Non-Software
2	Work Plan	Written
3	Project Status Reports	Written
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written
5	Information Security Plan (ISP)	Written
6	Communications and Change Management Plan	Written
7	Bring Your Own Device (BYOD) Security Plan (if applicable)	Written
8	Data Protection Impact Assessment (DPIA)	Written
9	Software Configuration Plan	Written
10	Systems Interface Plan and Design/Capability	Written
11	Systems Security Plan (SSP) (the SSP shall include security requirements of the system and describe the controls in place, or planned, for meeting those requirements. The SSP shall also delineates responsibilities and expected behavior of all individuals who access the system)	Written
12	Testing Plan	Written
13	Data Conversion Plan and Design	Written
14	Deployment Plan	Written
15	Disaster Recovery Plan	Written
16	Comprehensive Training Plan and Curriculum	Written
17	End User Support Plan	Written
18	Business Continuity of Operations Plan (COOP)	Written
19	Solutions Requirements Traceability Matrix	Written
20	EVV System Data Retention Plan	Written
21	EVV System Privacy Impact Analysis	Written
22	EVV Solution Reporting User Guide	Written
23	EVV Solution User Manual	Written
24	Operations Support and Management Plan	Written
25	Documentation of Operational Procedures	Written
INSTALLATION		
26	Provide Software Licenses if needed	Written
27	Provide Fully Tested Data Conversion Software	Software

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT Electronic Visit Verification System
APPENDIX B – BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

28	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software
TESTING		
29	Conduct Integration Testing	Non-Software
30	Conduct User Acceptance Testing	Non-Software
31	Perform Production Tests	Non-Software
32	Test In-Bound and Out-Bound Interfaces	Software
33	Conduct System Performance (Load/Stress) Testing	Non-Software
34	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software
35	Security Risk Assessment Report (the SRA shall include sections for a Privacy Impact Assessment (PIA) and BYOD)	Written
36	Security Authorization Package	Written
PILOT DEPLOYMENT		
37	Interfaced Data Loaded into Production Environment	Software
38	Provide Tools for Backup and Recovery of all Applications and Data	Software
39	Operational Readiness Review	Non-Software
40	Conduct Pilot User Training	Non-Software
41	Cutover to New Software	Non-Software
42	First Productive Use	Non-Software
SYSTEM DEPLOYMENT		
43	Converted Data Loaded into Production Environment	Software
44	Provide Tools for Backup and Recovery of all Applications and Data	Software
45	Conduct Training	Non-Software
46	Cutover to New Software	Non-Software
47	First Productive Use	Non-Software
48	Provide Documentation	Written
48	Execute System Security Plan	Non-Software
OPERATIONS		
50	Ongoing Hosting Support	Non-Software
51	Ongoing Support & Maintenance	Software
52	Lead CMS Outcomes Based Certification	Non-Software
53	Conduct Project Exit Meeting	Non-Software

B-3. Additional Requirements

1. Contract End-of-Life Transition Services

1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT Electronic Visit Verification System
APPENDIX B – BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

applicable, the Vendor engaged by the Department to assume the Services previously performed by the Contractor for this section the new vendor shall be known as “Recipient”). Contract end of life services shall be provided at no additional cost.

- 1.2. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor shall begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- 1.3. The Contractor shall use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its Affiliates to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure (“Internal IT Systems”) of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 1.4. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of State Data is complete.
- 1.5. The internal planning of the Transition Services by the Contractor and its Affiliates shall be provided to the Department and if applicable the Recipient on a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 1.6. Should the data Transition extend beyond the end of the Contract, the Contractor and its affiliates agree Contract Information Security Requirements, and if applicable, the Department’s Business Associates Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 1.7. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.
- 1.8. Completion of Services
 - 1.8.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
 - 1.8.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department’s Information Security Requirements Exhibit, including certificate of data destruction.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT Electronic Visit Verification System
APPENDIX B – BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

1.9. Disagreement over Services Results

1.9.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with this contract.

2. Reference and Background Checks

2.1. The Contractor shall conduct criminal background checks, at its own expense, and not utilize any staff, including Subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents. Contractor workforce shall not be permitted to handle, access, view, store or discuss NH DHHS Confidential Data until an attestation is received by the Contractor that all Contractor workforce associated with fulfilling the obligations of this Contract are, based on NH DHHS provided criteria herein and their job responsibility requirements, eligible to participate in work associated with this Contract. Contractor agrees it will initiate a criminal background check re-investigation of all workforce assigned to this Contract every five years. The five year period will be based on the date of the last Criminal Background Check conducted by the Contractor or its Agent.

2.2. The State may, at its sole expense, conduct reference and background screening of the Contractor Project Manager and the Contractor Key Project Staff. The State shall maintain the Confidentiality of background screening results.

Remainder of this page intentionally left blank

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX C – TOPICS FOR MANDATORY RESPONSES

APPENDIX C: TOPICS FOR MANDATORY RESPONSES

This section provides a series of technical topics that the State of New Hampshire will consider in selecting a Solution for this RFP. Responses provided should be relevant to the Project described within this RFP. Vendors must limit narrative responses describing the Software, Technical, Services and Project Management topics defined for this Project. The following table identifies specific topics for narratives. A page limit is identified for each topic. If a response to a topic exceeds the page limit, the State will limit its consideration to the prescribed page limit.

TABLE C: Topics	
	PAGE LIMIT
C-1 Proposed Software Solution	
Topic 1 – Description of Solution	7 - Attachment Unlimited (optional)
Topic 2 – Technical Architecture	5
Topic 3 – Software Releases	5
Topic 4 – Data Import/Export Standards	3 - Include Attachment
C-2 Security and Protection of Data	
Topic 5 – Information Security and Privacy	5
Topic 6 – System Security	10
Topic 7 – Security Testing	3
Topic 8 – Security Risk Assessment	5
Topic 9 – Historical Data	5
Topic 10– Data Quality Approach	3
C-3 State Personnel and Training	
Topic 11 – User Training Approach	3
Topic 12 – Preparation and Expectations of State Staff including Technical Knowledge Transfer	4
C-4 Project Execution	
Topic 13 – Implementation Approach	10
Topic 14 – Testing	6
Topic 15 – Migration Strategy	3
Topic 16 – Environment Setup	2
C-5 Project Management	
Topic 17 – System Acceptance Criteria	6
Topic 18 – Work Plan, Status Meetings and Reports	No Limit
Topic 19 – Project Risk and Issue Management	3
Topic 20 – Scope Control	2
Topic 21 – Quality Assurance Approach	6
C-6 Ongoing Operations For Vendor Hosted Solution	
Topic 22 – Hosted System	5

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX C – TOPICS FOR MANDATORY RESPONSES

Topic 23 – Backup and Recovery	2
Topic 24 – Assurance and Business Continuity Plan	3
Topic 25 – Disaster Recovery Plan (include Pandemic section)	10
Topic 26 – Support and Maintenance for Vendor Hosted System	2

C-1. Proposed Software Solution

TOPIC 1 DESCRIPTION OF SOLUTION

The State will evaluate whether the proposed Solution includes the required features.

Provide a detailed description of your proposed Software Solution, including features and functionality.

1. Describe how your Solution meets both the business and technical requirements in C-2 Requirements.
2. Describe ease of use and user friendliness of your proposed Solution including learning curve, navigation. Highlight in detail specific advantages to the user Interface. What methodology do you use to ensure that your user Interface is user friendly?
3. Provide an attachment with product literature describing the functionality of the proposed Software. Provide a table that maps your literature with topics listed in this Appendix. Include references to page numbers.

TOPIC 2 TECHNICAL ARCHITECTURE

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

1. Describe the technical architecture (software, hardware, and Network) of the proposed Solution.
2. Describe the benefits of the technical architecture (i.e. scalability, adaptability, interoperability, etc.)
3. How will the proposed software Solution be accessed (i.e. Web Browser over Internet)?
4. Describe any additional software that will be required on end-point devices and the access authorization level required to install it.
5. Describe any add-on or third-party Software required.
6. Is your product dependent on an existing solution not included in this proposal?
7. What programming languages are used for development, configuration, and customization of the proposed Solution? When was the core Software written?
8. What components of the Software, such as Middleware, are proprietary?
9. Is the proposed application considered Open Source Software?
 - a. Describe any Open Source Software used by the proposed Solution.
 - b. Describe the degree to which the proposed Solution meets the requirements of RSA chapter 21-R:10, 21-R:11, 21-R:13. <http://www.gencourt.state.nh.us/rsa/html/i/21-r/21-r-mrg.htm>
10. Describe any hardware requirements associated with the hardware Solution.

TOPIC 3 SOFTWARE RELEASES

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX C – TOPICS FOR MANDATORY RESPONSES

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

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

1. What types (maintenance, Enhancement, other) of releases are planned?
2. What is the historical (past 3 years) and expected frequency of each type of new release?
3. How is the content of future releases determined? Required maintenance, security, user input?
4. Are Enhancements made for specific clients included in future releases for all clients?
5. What specific Enhancements are planned for release within the next 24 months?
6. How is the content of a release communicated to the client?
7. Can components of a release be applied individually or by Module without adversely affecting the overall functionality of the System?
8. How long is a release supported?

TOPIC 4 DATA IMPORT/EXPORT STANDARDS

The State will evaluate the ease of interfacing with our current Data import and export layouts for Data exchange.

Provide a detailed description of the mechanism and tools included in the proposed System to enable Interfaces defined in C-2 Business Requirements.

1. What types of Interfaces are possible with the proposed System (On-line, batch, etc.)?
2. What standard Interface formats are used with the proposed Software? What degree of flexibility is available?
3. Does the System employ standard definitions or file layouts for Interfaces? If so, include a sample in an Appendix.
4. What scheduling tools are required for initiation of Interfaces? Are these tools included with the proposed Software?
5. Are there any constraints upon the timing of batch Interfaces?
6. Provide an attachment with Data flow diagrams.

C-2. Security and Protection of Data

TOPIC 5 INFORMATION SECURITY AND PRIVACY

The State will evaluate the Vendor's understanding and implementation of information security controls required to safeguard the security and confidentiality of data from risk.

Provide detailed responses to the following:

1. Does your firm have a comprehensive security risk management structure for the management of client information?
2. Does your firm conduct Privacy Impact Assessments and Data Protection Impact Assessments?
3. What support or processes do you have in place to assist with the Department's data privacy impact assessments (DPIA)?
4. Describe your firm's approach to the management of information security.
5. Does your firm have a current and enforced information security management policy?
6. Does your firm have an Information Security Incident and Response plan and process in place for firm and client system and/or data?

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX C – TOPICS FOR MANDATORY RESPONSES

7. Do you utilize an independent third party to conduct annual information security penetration tests of your IT systems?
8. List the type of documented information security policies that your firm has in place.
9. Does your firm follow NIST 800-53 standards?
10. Has your firm experienced any information security breaches, ransomware, phishing, or malware incidents?
11. Have you ever had any security incidents or events with a third-party vendor?
12. Does your firm have a third-party management strategy or policy?
13. List and describe which third-party vendors you would share our information with.
14. What security controls/practices do you have in place to safeguard the security and confidentiality of our data with third-party vendors?
15. Describe the process you have in place for sharing and auditing subcontractors who will be required to adhere to the terms and conditions of our BAA, information security requirements, and other terms and conditions?

TOPIC 6 SYSTEM SECURITY

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

Describe the System security design and architectural features incorporated into the proposed Software including:

1. The identification and authentication methods used to ensure that users and any interfacing Applications are identified and that their identities are properly verified.
2. The authorization methods used to ensure that users and client Applications can only access Data and Services for which they have been properly authorized.
3. The immunity methods used to ensure that unauthorized malicious programs (e.g., Viruses, worms and Trojan horses) do not infect the Application.
4. The methods used to ensure that communications and Data integrity are not intentionally corrupted via unauthorized creation, modification or deletion.
5. The methods used to ensure that the parties to interactions with the Application cannot later repudiate or rebut those interactions.
6. The Intrusion Detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.
7. The privacy methods used to ensure that confidential Data and sensitive communications are kept private.
8. The system maintenance methods used to ensure that system maintenance does not unintentionally disrupt the security mechanisms of the Application or supporting hardware.
9. The testing methods conducted to Load and Stress Test your Software to determine its ability to withstand Denial of Service (DoS) attacks.
10. Your Software patch schedule employed to protect the Software from new security vulnerabilities as they arise.
11. The ability of your Software to be installed in a “locked-down” fashion so as to turn off unnecessary features (user accounts, Operating System Services, etc.) thereby reducing the Software’s security vulnerabilities and attack surfaces available to System hackers and attackers.
12. The notification and escalation process in the event of an intrusion.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX C – TOPICS FOR MANDATORY RESPONSES

Describe the System assurance provisions incorporated into the proposed Software. At a minimum, discuss the following:

1. What process or methodology is employed within the proposed Software to ensure Data integrity?
2. To what degree does your approach rely on System assurance capabilities?
3. If multiple Databases are employed, what extra procedures are employed to ensure synchronization among Databases?

TOPIC 7 SECURITY TESTING

The State will evaluate the Vendor's approach to Security Testing.

Describe the testing tools and methodologies used for testing the security of the Software Application and Hosting environment.

1. How can you ensure the security and confidentiality of the State Data collected on the system?
2. What security validation Documentation will be shared with the State?
3. Do you use internal or external resources to conduct Security Testing?

TOPIC 8

APPENDIX D: SECURITY RISK ASSESSMENT

The State will evaluate the Vendor's approach to Security Risk Assessment and Management.

Describe the strategy and security risk management tools your firm employs to identify, mitigate and remediate security vulnerabilities. Provide detailed responses to the following:

1. If the system requires the engagement of a Cloud Service Provider do use SOC 2 reports as part of your strategy to assess that effective security controls are in place, as well as, to address security risks as it relates to security, availability, processing integrity, confidentiality and privacy?
2. Does your firm have an Information Security Risk Management Plan?
3. Which security risk model or framework does your firm use?
4. Describe your firm's security risk assessment policy and process for client projects.
5. Does your firm employ risk assessment tools to monitor for potential risk to client systems and data?
6. In regards to client projects, does your firm perform a security risk assessment after a new or major system change is made prior to going into production? What is the process if a vulnerability is detected?

TOPIC 9 HISTORICAL DATA

The State will evaluate the degree to which the proposed Solution provides for the ability to view historical transactions.

1. Describe in detail the manner in which users and System Administrators can view transactional Data.
2. Describe your experience with organizations similar to the New Hampshire Department of Health and Human Services and discuss what historical data they have and have not converted/migrated into the new system.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX C – TOPICS FOR MANDATORY RESPONSES

3. How many years of historical Data is typically converted in a project similar to this one? Describe how you will help the Department determine the right number of years to convert.

TOPIC 10 DATA QUALITY APPROACH

The State will evaluate whether the approach to Data Quality will support the Agency's data quality standards and plan.

1. Describe the data quality approach used in a previous project. Include a sample data quality plan if possible.
2. What approach does your company use to align with federal data quality plan requirements?

C-3. State Personnel And Training

TOPIC 11 USER TRAINING APPROACH

The State will evaluate whether the training approach is likely to prepare users adequately to use the new System from the day of deployment, including maximum knowledge transfer to allow the State to conduct its own training in the future.

1. Describe in detail the options for Vendor-supplied training. Include a proposed training schedule, training topics, and options for participation (e.g., in-person, webinars, one-on-one, On-line on-demand) that you would provide.
2. Describe in detail the Documentation that is available to support the training of users of your proposed Solution. Include help screens, On-line or printable manuals and Knowledge bases. If any of these resources would need to be developed or modified for your proposed Solution include a timeline for their availability. If there are access restrictions on any of this material indicate what those restrictions are.

TOPIC 12 PREPARATION AND EXPECTATIONS OF STATE STAFF INCLUDING TECHNICAL KNOWLEDGE TRANSFER

The State will evaluate whether the provisions to prepare State staff participating in the Project will enable the staff to contribute appropriately and the State will evaluate requirements for State staff to support the system after Implementation.

1. Describe how State staff assigned to the Project Team will be involved throughout the Project, including design meetings, decision making, and scope control.
2. Provide an overview of Project Team interactions and dependencies between functions.
3. Provide recommendations for State staff requirements to maintain the system after Implementation (skill, # of resources, etc.) Include a worksheet or table identifying State staff resources and the projected number of weekly hours to support the system moving forward.
4. The transfer of technical knowledge is important for operations, configuration/development, workflow, business setup, maintenance, and management. Address, training curriculum, training priorities and prerequisites, specific commercial and custom course, and one-on-one learning opportunities for State staff.
5. Describe and provide samples of the available Documentation supporting the System. Does the Documentation include technical specifications, troubleshooting tips, technical contact information?

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX C – TOPICS FOR MANDATORY RESPONSES

C-4. Project Execution

TOPIC 13 IMPLEMENTATION APPROACH

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

Provide one or more feasible Implementation Plans. Plans should include a Pilot implementation with a limited number of providers for a minimum of three months before full implementation begins.

For each plan provided:

1. Identify timeframes for major milestones, including timing for discontinuing legacy Systems;
2. Discuss cost implications of the plan, including implications on maintenance fees and available Implementation options that would lower costs
3. Address the level of risk associated with each plan.
4. Why is this the approach you recommend?
5. Will the Vendor provide a tool for the State and the Vendor to communicate and share information throughout the Project? (i.e., SharePoint, Portal).

TOPIC 14 TESTING

The Contractor shall provide end-to-end planning and preparation for testing and Acceptance of solutions throughout the Project using an industry standard methodology. This shall include training, a detailed testing methodology which covers all “areas of testing” (refer to Terms and Definitions), security, required staffing with clear roles and responsibilities, test cases and scripting with associated Data, status and results Reporting. The Test Plan defined shall ensure designed and implemented Solutions are fully supported, tested, and documented.

It is anticipated that the following testing phases will be included in the Project described in this RFP. The State will evaluate the quality of testing approach used by the Vendor.

Provide full detail on the testing methodology proposed.

1. Describe in detail the end to end testing methodology you propose for this Project.
2. Describe testing tools that will be used as part of the Solution testing. Will these tools be available to the State or will the State be required to purchase tools?
3. Using the following chart, describe the roles and responsibilities required of Vendor Staff and State Staff, include additional information as needed.

Test Phase	Vendor Role /Responsibility	State Role/Responsibility	Tools	Timeframe
Management of the Testing Process				
Test planning				
Test scenario development				
Data preparation				

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX C – TOPICS FOR MANDATORY RESPONSES

System preparation				
Unit Testing				
System integration testing				
User acceptance testing				
Defect tracking				

4. What support will be provided to prepare State staff prior to and during Acceptance Testing? (Training, user Documentation, staff on site, remote support, etc.)
5. Will configured Software be delivered in functional components for State Acceptance Testing?
6. The State has defined 3 levels of deficiency classes as described in Appendix G, EVV Requirements Matrix. Describe how you will adopt this methodology or provide a mapping to outline your proposed representation of severity for the three deficiency classes.
7. What tools will be used to document and track status of suspected defects?
8. What role will the State play in classification and prioritization of defects?
9. How quickly will a suspected defect be investigated and how quickly will the defects be corrected?
10. Provide a sample User Acceptance Test Plan from a completed Project as an appendix.
11. Will System performance be measured and documented using the State’s infrastructure and Data? If yes, how? (Not needed for Hosting?)
12. Outline your methodology for PCI Penetration Testing and provide confirmation that it is NIST SP800-115 compliant.

TOPIC 15 *MIGRATION STRATEGY*

The State will evaluate the degree to which the Vendor will ensure that Data conversion is effective and impacts State staff to the minimum extent possible.

1. It is our assumption that the Data Migration Plan is a deliverable that will ultimately lay out the plan required to convert and migrate Data from the Medicaid Management Information System to the new environment. Discuss your high-level approach to carrying out Data conversion/migration activities. Be sure to discuss software tools and processes used to support this effort.
2. Describe the approach that will be used for assessing Data quality and conducting Data cleansing prior to conversion. Be sure to include whose responsibility it will be and the process you are proposing to deal with incomplete records in the legacy system.
3. Discuss the use of automated tools in Data conversion. When will automated tools be used? When will manual intervention be required?
4. What Data do you know will be challenging to convert/migrate and why? What special approach will you recommend as part of the planning document to help reduce the impact of this challenge on this Project?
5. Discuss your approach to working with the Agency to document a Data conversion/migration plan and process. Describe how you will determine how much historical Data is available and what is appropriate to be made available within the new system.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX C – TOPICS FOR MANDATORY RESPONSES

6. Define expectations for State and Vendor roles during the development of the Data conversion/migration plan and process.
7. What lessons learned can you share with us from other Implementations that are important to understand as part of development of the Data conversion/migration plan and process?

TOPIC 16 ENVIRONMENT SETUP

The State will evaluate whether proposed environments are sufficient to satisfy Project needs, including phased Implementation.

1. Describe the different Software and hardware environments required for the concurrent development, testing, and production of the proposed Solution. Discuss how the proposed environments support the Implementation of the Hosted Solution, including all necessary training.
2. The State believes that additional Software License fees solely related to establishing environments for normal development lifecycle would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.
3. Provide diagrams of the environment including Data architecture, Data flows (Include as an attachment).
4. Describe the ramifications to the State if the recommended environment is not followed. (example – separate Database and Application Server works better for clients)

C-5. Project Management

TOPIC 17 SYSTEM ACCEPTANCE CRITERIA

The State will evaluate whether proposed Acceptance criteria will assure the State that the new System is functioning effectively before being turned over for State for User Acceptance Testing.

1. Propose measurable criteria for State Acceptance for a Pilot of the System.
2. Propose measurable criteria for State Final Acceptance of the System.
3. Discuss how the proposed criteria serve the interest of the State.

TOPIC 18 WORK PLAN, STATUS MEETINGS AND REPORTS

The State will evaluate whether the Vendor’s preliminary proposed Work Plan includes a description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and a payment Schedule. The Work Plan shall also address resource allocations (both State and Vendor team members). This narrative should reflect current Project Management “best practices” and be consistent with narratives on other topics. The Software to be used to support the ongoing management of the Project should also be described in the Work Plan. Additionally, the State will evaluate the degree to which Project Reporting will serve the needs of State Project leaders.

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

1. Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones/critical events, Deliverables, and payment Schedule. Include the Deliverables outlined in Appendix B (Business/Technical Requirements and Deliverables), appropriate

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX C – TOPICS FOR MANDATORY RESPONSES

- status meetings and Reports, and include other Deliverables that you, based on past experience, would recommend be developed on this Project.
2. Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
 3. Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:
 - a. All assumptions upon which the Work Plan is based;
 - b. Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
 - c. Assignments of members of the Vendor's team identified by role to specific tasks; and
 - d. Critical success factors for the Project.
 4. Discuss how this Work Plan will be used and State access to Plan details.
 5. Discuss frequency for updating the Plan, at a minimum biweekly and for every status meeting. Explain how the State will know whether the Project is on Schedule, project expenses incurred to date, and within budget.
 6. Define your planned approach to maintaining all project documentation. For example, how will this documentation be available to the State staff? (Word Doc, SharePoint, etc.).

The State will evaluate the degree to which Project Reporting will serve the needs of State Project leaders.

The State believes that effective communication and Reporting are essential to Project success. As reasonably requested by the State, Vendor shall provide the State with information or Reports regarding the Project. Vendor shall prepare special Reports and presentations relating to Project Management, and shall assist the State in preparing Reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

1. Describe your planned project management activities including Introductory and Kickoff Meetings, Status Meetings, Work Plan Updates, and Special Meetings. Discuss frequency, duration, participants, agenda items, etc.
2. Describe how you will Report Project health to communicate Project status with Stakeholders and for the early recognition of factors that may result in Project problems requiring special attention.

TOPIC 19 PROJECT RISK AND ISSUE MANAGEMENT

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

1. Provide proposed methodologies for project risk and issue management. Discuss State and Vendor responsibilities. The State seeks a clear means to compare planned versus actual status, including percentages, at a sufficiently detailed level to ensure the State can adequately monitor the progress of the Project. Be sure to identify any essential time constraints on State actions. Escalation procedures will be defined in a Contract between the State and the Vendor.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX C – TOPICS FOR MANDATORY RESPONSES

TOPIC 20 SCOPE CONTROL

The State will evaluate the degree to which proposed modifications in scope are scrutinized to ensure that only essential changes are approved. Evaluation will also address the quality and timeliness of information that will be available about a proposed scope change.

1. Demonstrate your firm’s ability to manage scope creep by discussing tools and methodologies, as well as past Project experiences.

TOPIC 21 QUALITY ASSURANCE APPROACH

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

Describe the methodology that will be employed to assure that each type of Deliverable is of high quality before submission for State consideration (Written, Software, and Non-Software). Discussion should include but not be limited to:

1. Provision for State input to the general content of a Written Deliverable and Non-Software Deliverables prior to production;
2. The standard for Vendor internal Review of a Written Deliverable and Non-Software Deliverables prior to formal submission; and
3. Testing of Software Deliverables prior to submission for Acceptance Testing.

C-6. Ongoing Operations for Vendor Hosted Solution

TOPIC 22 HOSTED SYSTEM

Describe the service model being offered.

1. Service is Commercial Off the Shelf Software (COTS), Software-as-a-Service (SaaS), Platform-as-a-service (PaaS), or Infrastructure-as-a-Service (IaaS). Refer to the glossary for definitions.
2. The State requires the Service provider to use web services exclusively to Interface with the State of New Hampshire’s Data in near Real-Time when possible. Describe any client software or plug-in downloads that may be required.
3. Describe how ongoing operations and maintenance are handled, including the addition or deletion of EVV applicable services or other system changes.

It is preferred the service provider’s relevant Data Center(s) are certified to the Federal Information Security Management Act (FISMA) level 3 ATO4 and/or Federal Risk and Authorization Management Program (FedRAMP) CSP5, and have independent annual SOC 2 Type 2 audits performed. If the contract includes protected health information (PHI) the service provider’s relevant Data Center(s) must be HIPPA compliant and have a current HROC (HIPPA report on compliance) and a third-party compliance assessment with evident the vendor has completed a security risk assessment and resolved any deficiencies or vulnerabilities.

1. Provide Certifications and latest audit of the Data Center(s) being used in the Solution offered.
2. If Certifications and audits cannot be provided the service provider will be required to implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Information and Non-Public Information. Such security measures must be in accordance

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX C – TOPICS FOR MANDATORY RESPONSES

with recognized industry practices such as in the National Institute of Standards and Technology (NIST) Controls 800-53 Rev 4 where applicable. Describe controls including but not limited to:

- a. Data storage, Data Encryption, Data destruction, Data location, Data handling,
 - b. business continuity and disaster recovery plan;
 - c. Security incident or Data Breach notification,
 - d. change control and maintenance,
 - e. patching and upgrades
3. Describe how the Service Provider will provide compliance to all Federal and State of New Hampshire laws, regulations, statutes, policies, standards, and best practices relevant to internet based Hosting.
 4. The State requests regularly scheduled Reporting to the State of New Hampshire. Describe the availability of Reports available to the State including latency statistics, user access, user access IP address, user access history and security logs for all State of New Hampshire files related to this contract.
 5. The State requires the system to be available 24/7/365 (with agreed-upon maintenance downtime), and for the Vendor to provide service to customers as defined in the future Service Level Agreement (SLA) which will be developed in the contract phase. The State also requires the Service provider to guarantee 99.9% uptime (excluding agreed-upon maintenance downtime). Describe how you will meet these requirements.

TOPIC 23 *BACKUP AND RECOVERY*

The State seeks a sound Backup and Recovery provision as part of the Solution.

1. Describe the tools used for Backup and Recovery of Applications and Data.
2. Describe timelines for scheduled backup of Data and Servers including the retention schedule.
3. Describe the impact of the proposed backup process on the operation of the System. Also, address the following:
 - a. Use of and method for logging and journaling;
 - b. Single points of failure and recommended approaches for their elimination;
 - c. Approach to redundancy including backup material securely transferred from the site to another secure location to avoid complete Data loss with the loss of a facility.
4. Explain your high-level methodology for creation of a Disaster Recovery Plan.
5. Discuss how the disaster recovery plan identifies appropriate methods for procuring additional hardware in the event of a component failure. Also describe any impact of Software License fees. The State believes that additional Software License fees solely related to redundancy for Backup and Recovery would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.
6. Discuss how the disaster recovery plan addresses the recovery of lost State Data as well as your own.
7. Will the Solution include the option to have the collected Data stored at the Vendor's site, at the State site or both?

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX C – TOPICS FOR MANDATORY RESPONSES

TOPIC 24 *ASSURANCE OF BUSINESS CONTINUITY PLAN*

The State will evaluate the degree to which the proposed plan to assure business continuity mitigates risk to the State, and it's potential for Implementation (cost effective and easy to implement).

1. Provide a plan for business continuity if a disaster occurs at the Data center that is Hosting the proposed Solution.
2. The State believes that additional Software License fees solely related to redundancy for assurance of business continuity would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

TOPIC 25 *DISASTER RECOVERY PLAN*

The State will evaluate the degree to which the proposed plan covers all essential and critical infrastructure elements, systems and networks, in accordance with key business activates listed herein and the potential for Implementation (cost effective and realistic implementation).

1. Provide a robust and realistic disaster recovery plan for maintaining IT continuity in the event human, material, cost, and/or IT resources are unavailable, destroyed or significantly damaged. This plan should include, at a minimum:
 - a. Recovery for IT hardware, data, and physical space in which the IT infrastructure is stored.
 - b. Security controls for confidential data.
 - c. A Hazard and Risk Assessment (identification of potential hazards, probability of occurrence and analysis of what could happen if a hazard occurs).
 - d. A projection of the testing, exercise and maintenance requirements of the plan.
2. Provide a list of internet based website solution options, with pricing, capable of hosting disaster recovery plans, business impact analysis, risk assessment tools and provides a platform for testing plans and risk assessments.

TOPIC 26 *SUPPORT AND MAINTENANCE FOR VENDOR HOSTED SYSTEM*

The State will evaluate whether the Vendor's proposed support and maintenance plan includes a description of the types and frequency of support, detailed maintenance tasks – including Scheduled maintenance and upgrades, and any other dependencies for on-going support and maintenance of the system. This narrative should reflect current "best practices" for these tasks.

1. Describe how the System hardware, Software, and Database will be maintained in accordance with the Specifications, terms, and conditions of the RFP, including providing upgrades and fixes as required.
2. Describe the Help Desk Support that will be available to State staff including hours of operation, phone vs Email, access to technical support staff.
3. Describe the classification of a Software Defect (bug) that will be used to indicate the degree of negative impact on the quality of the Software and anticipated response times.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX C – TOPICS FOR MANDATORY RESPONSES

4. Describe any particular procedures required to handle escalation and emergency calls.
5. Detail the types and frequency of support tasks required.
6. Describe any different levels and or models of support and maintenance that you provide
7. Describe how the Vendor will work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
 - a. mean time between Reported Deficiencies with the Software;
 - b. diagnosis of the root cause of the problem; and
 - c. identification of repeat calls or repeat Software problems.

For all maintenance Services calls, the Vendor shall ensure the following information will be collected and maintained:

- a. nature of the Deficiency;
 - b. current status of the Deficiency;
 - c. action plans, dates, and times;
 - d. expected and actual completion time;
 - e. Deficiency resolution information;
 - f. Resolved by;
 - g. Identifying number i.e. work order number; and
 - h. Issue identified by.
8. Describe how the State will be informed of emergency maintenance or system outages?
 9. Describe how the Vendor will ensure all hardware and Software components of the Vendor Hosting infrastructure will be fully supported by their respective manufacturers at all times. All critical patches for Operating Systems, Databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.

Remainder of this page intentionally left blank.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT – Electronic Visit Verification
APPENDIX D – STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

APPENDIX D:STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

D-1. Vendor Qualifications

Vendor qualifications are important factors in selecting Software and accompanying Implementation and Support Services. To facilitate evaluation of Vendor qualifications, the State seeks information about:

- a. Corporate qualifications of each Vendor proposed to participate in the Project;
- b. Proposed team organization and designation of key staff;
- c. Individual qualifications of candidates for the role of Project Manager; and
- d. Individual qualifications of candidates for other key staff roles.
- e. A staff skills matrix summarizing relevant experience of the proposed staff, including any subcontractor staff, in the areas of:
 - i. Technical project management;
 - ii. Requirements Analysis ;
 - iii. EVV System Design and Implementation; and
 - iv. Project Management.

This Appendix identifies specific information that must be submitted.

D-2. Required Information on Corporate Qualifications

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

Describe your corporate experience within the last five (5) years directly related to requirements described in Section B, Scope of Services.

D-2.1. Financial Strength

Provide at least one of the following:

- a. The current Dunn & Bradstreet Report on the firm;
- b. the firm's two most recent audited financial statements; and the firm's most recent un-audited, quarterly financial statement;
- c. the firm's most recent income tax return.

D-2.2. Litigation

The relevance of involvement of the company in litigation will be considered. Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

D-2.3. Prior Project Descriptions

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT – Electronic Visit Verification
APPENDIX D – STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

Provide descriptions of no more than three (3) similar projects completed in the last five (5) years. Each project description should include:

- a. An overview of the project covering type of client, objective, project scope, role of the firm and outcome;
- b. Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule;
- c. Names and contact information (name, title, address and current telephone number) for one or two references from the client;
- d. Names and project roles of individuals on the Vendor proposed team for the New Hampshire Project that participated in the project described?
- e. Contract cost; and
- f. Scheduled and actual completion dates;

D-2.4. Subcontractor Information

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

- a. Identification of the proposed Subcontractor and a description of the major business areas of the firm and their proposed role on the Project;
- b. A high-level description of the Subcontractor's organization and staff size;
- c. Discussion of the Subcontractor's experience with this type of Project;
- d. Resumes of key personnel proposed to work on the Project; and
- e. Two references from companies or organizations where they performed similar services (if requested by the State).
- f. Physical location of Subcontractor's headquarters and branch offices, including offshore locations.

D-3. Team Organization and Designation of Key Vendor Staff

Provide an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State. Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff.

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

D-3.1 Candidates for Project Manager and Key Vendor Staff Roles

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

For the Project Manager Candidate, and all other Key Vendor Staff Roles, provide a resume not to exceed three (3) pages in length addressing the following:

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT – Electronic Visit Verification
APPENDIX D – STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

- a. The candidate’s educational background;
- b. An overview of the candidate’s work history;
- c. The candidate’s project experience relevant to the proposed project, including project type, project role and duration of the assignment;
- d. Any significant Certifications held by or honors awarded to the candidate; and
- e. At least three (3) references, with publicly available contact information that can address the candidate’s performance on past projects.

Remainder of this page intentionally left blank.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification
APPENDIX E – PRICING

APPENDIX E: PRICING

E-1. Pricing

Vendor’s Price Proposal must be based on the worksheets formatted as described in this Appendix.

The Vendor must assume all reasonable travel and related expenses. All labor rates will be “Fully Loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out-of-pocket expenses.

The Vendor’s price proposal must include all pricing for the EVV system for the duration of the contract so that no additional State funding will be needed.

D-1.1. Activities / Deliverables / Milestones Pricing

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

Table E-1.1.				
ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET				
	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	PRICE
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software		
2	Work Plan	Written		
3	Project Status Reports	Written		
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written		
5	Information Security Plan (ISP)	Written		
6	Communications and Change Management Plan	Written		
7	Bring Your Own Device (BYOD) Security Plan	Written		
8	Data Protection Impact Assessment (DPIA)	Written		
9	Software Configuration Plan	Written		
10	Systems Interface Plan and Design/Capability	Written		
11	Systems Security Plan (SSP)	Written		
12	Testing Plan	Written		
13	Data Conversion Plan and Design	Written		
14	Deployment Plan	Written		
15	Disaster Recovery Plan	Written		
16	Comprehensive Training Plan and Curriculum	Written		
17	End User Support Plan	Written		
18	Business Continuity of Operations Plan (COOP)	Written		

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification
APPENDIX E – PRICING

19	Solutions Requirements Traceability Matrix	Written		
20	EVV System Data Retention Plan	Written		
21	EVV System Privacy Impact Analysis	Written		
22	EVV Solution Reporting User Guide	Written		
23	EVV Solution User Manual	Written		
24	Operations Support and Management Plan	Written		
25	Documentation of Operational Procedures	Written		
INSTALLATION				
26	Provide Software Licenses (if needed)	Written		
27	Provide Fully Tested Data Conversion Software	Software		
28	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software		
TESTING				
29	Conduct Integration Testing	Non-Software		
30	Conduct User Acceptance Testing	Non-Software		
31	Perform Production Tests	Non-Software		
32	Test In-Bound and Out-Bound Interfaces	Software		
33	Conduct System Performance (Load/Stress) Testing	Non-Software		
34	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software		
35	Security Risk Assessment Report	Written		
36	Security Authorization Package	Written		
PILOT DEPLOYMENT				
37	Interfaced Data Loaded into Production Environment	Software		
38	Provide Tools for Backup and Recovery of all Applications and Data	Software		
39	Operational Readiness Review	Non-Software		
40	Conduct Pilot User Training	Non-Software		
41	Cutover to New Software	Non-Software		
42	First Productive Use	Non-Software		
SYSTEM DEPLOYMENT				
43	Converted Data Loaded into Production Environment	Software		
44	Provide Tools for Backup and Recovery of all Applications and Data	Software		
45	Conduct Training	Non-Software		
46	Cutover to New Software	Non-Software		

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification
APPENDIX E – PRICING

47	First Productive Use	Non-Software		
48	Provide Documentation	Written		
49	Execute System Security Plan	Non-Software		
OPERATIONS				
50	Ongoing Hosting Support	Non-Software		
51	Ongoing Support & Maintenance	Software		
52	Lead CMS Outcomes Based Certification	Non-Software		
53	Conduct Project Exit Meeting	Non-Software		
Total				

D-1.2. Hardware Pricing

Please utilize the following table to detail the required hardware pricing associated with your Proposal.

Table E-1.2.		
HARDWARE PRICING WORKSHEET		
	HARDWARE ITEM	ONE TIME COST
1	Home Health Worker/Client Devices	
2		
3		
Total		

NOTE to Vendor: Key Assumption(s): Vendors should add/use a separate row for each hardware item proposed.

D-1.3. Software License Pricing

Please utilize the following table to detail the required Software costs associated with your Proposal.

Table E-1.3.		
SOFTWARE LICENSE PRICING WORKSHEET		
	SOFTWARE ITEM	INITIAL COST
1		
2		
3		
Total		

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification
APPENDIX E – PRICING

NOTE to Vendor: Key Assumption(s): Vendors should add/use a separate row for each Software License item proposed.

D-1.4. Software Operations, Maintenance and Support Pricing

Use the following table to provide a detailed listing of the annual operational costs of each Software product that is part of your Proposal, including operations, maintenance and support. This should not include the initial cost identified in the Software License Cost Table listed above.

Table E-1.4.				
SOFTWARE OPERATIONS, MAINTENANCE, AND SUPPORT PRICING WORKSHEET				
SOFTWARE NAME	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Total				

NOTE to Vendor: Key Assumption(s): Vendors should add/use a separate row for each Software package proposed that requires annual support costs.

D-1.5. Hosting Pricing

Use the following table to provide a detailed listing of the annual Hosting costs of the full Application. This may include Web Site Hosting Fee, Technical Support Fee, Maintenance and Update Fees, etc.

Table E-1.5.				
HOSTING DETAIL PRICING WORKSHEET				
HOSTING DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Total				

NOTE to Vendor: Key Assumption(s): Vendors should add/use a separate row for each Hosting item proposed.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification
APPENDIX E – PRICING

D-1.6. Other Costs

If other costs exist but were not handled in the above Pricing Table Worksheets, please use the following table to provide a detailed itemization of any additional cost.

Table E-1.6.				
OTHER COST PRICING WORKSHEET				
OTHER COST DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Total				

NOTE to Vendor: Key Assumption(s): Vendors should add/use a separate row for each other cost item proposed.

D-1.7. Implementation Pricing Summary

Please complete the following table that should summarize all Implementation costs associated with your Proposal.

Table E-1.7.		
IMPLEMENTATION COST SUMMARY PRICING WORKSHEET		
COST TABLE #	COST TYPE	TOTAL COST
1	Activities/Deliverables/Milestones Pricing (Total from Activity/Deliverables/Milestones Pricing Worksheet)	
2	Hardware Pricing (Total from Hardware Pricing Worksheet)	
3	Software License Pricing (Total from Software License Pricing Worksheet)	
4	Software Operations, Maintenance, and Support Pricing (Total from Software Operations, Maintenance, and Support Pricing Worksheet)	
5	Hosting Pricing (Total from Hosting Detail Pricing Worksheet)	
6	Other Pricing (Total from Other Cost Pricing Worksheet)	
Grand Total		

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification
APPENDIX E – PRICING

D-1.8. Future Vendor Rates

The State may request additional Services from the selected Vendor and require rates in the event that additional Services are required. The following format must be used to provide this information.

The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year. *This information is for reference purposes only and will not be taken into account during our price proposal scoring.*

Table E-1.9.					
FUTURE VENDOR PRICING WORKSHEET					
VENDOR ROLE	SFY<XX>	SFY<XX>	SFY<XX>	SFY<XX>	SFY<XX>
Project Manager					
Position 1					
Position 2					
etc.					
Total					

NOTE to Vendor: Key Assumption(s): Denote key roles by adding “(key)” to the ‘Name/Vendor’s Role’ column. Add as many rows as necessary to complete the full proposed team.

D-1.9. Proposed State Staff Resource Hours

Use the Proposed State Staff Resource Hours Worksheet to indicate the State roles that will need to be assigned to the Project to support your proposed Implementation approach. Information is required by stages identified in the table below.

Table E-1.10.				
PROPOSED STATE STAFF, RESOURCE HOURS				
	PROJECT MANAGER	POSITION 1	POSITION 2	ETC.
Planning And Project Management				
Installation				
Testing				
System Deployment				
Operations				
Total Hours				

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification
APPENDIX E – PRICING

NOTE to Vendor: Key Assumption(s): Denote key roles by adding “(key)” to the ‘Name/Vendor’s Role’ column. Add as many rows as necessary to complete the full proposed team.

Remainder of this page intentionally left blank.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX F – DOIT INFRASTRUCTURE & SECURITY

APPENDIX F: DOIT INFRASTRUCTURE & SECURITY

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

F-1. Technical Architecture

Components of the State's technical architecture include:

F-1.1. State Network Environment

The State of New Hampshire operates a Metropolitan-Area-Network (MAN) in the City of Concord, NH using a combination of leased and owned fiber optic cable. State of New Hampshire locations outside of the Concord, NH main facility are connected via multiple wide-area Networks using various technologies including Carrier Ethernet Services (CES), Microwave Wireless and Virtual Private Networks (VPN) Tunnels over the Internet. State Agency Networks have varying levels of integration and connectivity to the statewide core for resource sharing and centralized administration by the Department of Information Technology (DoIT). State agencies connect to the State's central core Network location in Concord to facilitate access to Email, the Internet, and the State's financial Applications. Direct support is provided for twenty-one partner agencies; other State agencies support their own Networks, out-source the support, or use the resources of another agency.

F-1.2. Internet Access

The State of New Hampshire has purchased thru American Registry for Internet Numbers (ARIN) its own External IP Address Range and Autonomous System Number. The State advertises its External IP Space and Autonomous System Number to two different Internet Service Providers so as to provide failover in the event of a single Internet Service Provider (ISP) Network failure.

F-1.3. VMware

The State uses VMware for Windows Server virtualization and virtual hosts are deployed at two separate State campus sites. VMware provides a highly scalable and high availability environment for the State's many Agencies. If a virtual host fails, VMware automatically fails over all of the virtual Servers on that host to another host. The EMC Networker product is used to manage backups for this environment utilizing Data Domain as the disk to disk repository.

F-1.4. Oracle

For the State's Oracle enterprise systems, an Oracle/Linux solution (OVM) is used for the virtual environment. Similar to the windows environment, this Solution provides a highly scalable and high availability environment and also utilizes the EMC Networker and Data Domain backup solution. Data Domain is also employed to meet the backup requirements within OVM.

F-2. Future Systems Environment

Future design and development efforts should conform to the emerging environment as defined by the New Hampshire Statewide Strategic Information Technology Plan. This environment is end user centric,

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX F – DOIT INFRASTRUCTURE & SECURITY

utilizing the Internet and Web whenever possible, promoting electronic transactions, and centralized common services (security, e-Commerce), where possible.

F-2.1. Security

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

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

Remainder of this page intentionally left blank.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

Appendix G -EVV Requirements Matrix

G-1.1. Proposers are required to update and return Exhibit G – EVV Requirements Matrix with their response to the RFP. For each requirement listed in the matrix, respondents are to enter their response that best describes how the proposed solution addresses the requirement including, but not limited to:

- G-1.1.1.** General Evaluation Requirements.
- G-1.1.2.** Experience and Reputation.
- G-1.1.3.** Expertise in successfully providing an EVV system as required by the Cures Act.
- G-1.1.4.** Capacity to meet requirements described in Exhibit G.
- G-1.1.5.** Demonstrated ability to meet requirements specified in Exhibit G.

Proposers must complete the checklists below: RFP-2022-DLTSS-05-ELECT Electronic Visit Verification, Appendix G – EVV Requirements Matrix.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

Vendor Instructions for Business (BR) and Technical (TR) Requirements

Vendor Response Column: Place a "Yes" if the current release of the software can fully support ALL the functionality described in the row, without special customization. A "Yes" can only be used if the delivery method is Standard (see delivery method instructions below). Otherwise, enter an "No"; A "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).

Criticality Column:

(M) Indicates a requirement that is "Mandatory". The State considers it to be of such great importance that it must be met in order for the proposal to be accepted. If the proposer believes that there is something about their proposal that either obviates the need for this requirement or makes it of less importance this must be explained within the comments. The State retains the right to accept a proposal if the need of the requirement is reduced or eliminated by another feature of the proposal.

(P) Indicates a requirement which is "Preferred". This requirement is considered by the State to be of great usefulness but the lack of this feature is not considered serious enough to disqualify the proposal.

(O) Indicates a requirement which is "Optional". This requirement is considered by the State to be one which useful or potentially useful but not a central feature of the Project.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

Delivery Method Column:

Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered.

Standard - Feature/Function is included in the proposed system and available in the current software release.

Future - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.)

Custom - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the software modification in the comment area. These cost estimates should add up to the total cost for software modifications found in the cost summary table in Section X of the RFP).

Not Available/Not Proposing - Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)

Comments Column:

For all Delivery Method responses vendors must provide a brief explanation of how the requirement will be met. Free form text can be entered into this column.

Vendor Instructions for Activity, Deliverable, and Milestone

Vendor shall complete the Activity Deliverable, and Milestone Table identifying estimated delivery date and price.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
AVAILABILITY AND ASSESSIBILITY					
B1.1	Vendor must comply with Section 504 of the Rehabilitation Act of 1973.	M			
B1.2	Vendor must comply with 42 CFR 431.206.	M			
B1.3	Vendor must comply with 45 CFR Part 80.	M			
B1.4	Vendor must comply with 36 CFR Part 1194.	M			
B1.5	Vendor must comply with Americans Disabilities Act of 1990	M			
B1.6	Vendor must provide training to New Hampshire DHHS.	M			
B1.7	Vendor must support users in New Hampshire DHHS.	M			
B1.8	The vendor's solution must allow for support of translation services, including help desk support.	M			
B1.9	The vendor's solution/service must support for non-English speaking users.	M			
B1.10	Vendor must allow users to submit information through multiple devices including web portal, mobile devices and IVR.	M			
B1.11	Vendor must support transmission of data via limited bandwidth such as cellular.	M			
B1.12	Vendor must support offline processing whereby if there is a break in communication service the data is stored and can be transmitted when service is restored.	M			
B1.13	Vendor must support alternative device/methods used when GPS tracking is not available.	M			
B1.14	Vendor must provide training in accessible locations and formats.	M			
B1.15	Vendor must adhere to the World Wide Web Consortium (W3C) Web Accessibility Initiative.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B1.16	Vendor must provide standard and configurable reporting.	M			
B1.17	Vendor's solution shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance. Vendor shall ensure that the solution is available ninety-six percent (96%) of the time as measured on a monthly basis and that downtime is no greater than twenty-four (24) hours per incident. Contractor shall provide notice to the State as to its regularly scheduled maintenance windows.	M			
B1.18	Vendor must perform routine monitoring using software tools to measure the efficiency of online storage access and take corrective action as needed to maximize availability, efficiency and other attributes of service.	M			
B1.19	Vendor must provide performance monitoring and management reporting.	M			
B1.20	The vendor must provide a solution or service that allows the users of the system to submit necessary EVV data in multiple ways.	M			
B1.21	The vendor must provide a solution that allows for submitting data if the primary mode of submission for EVV Data is not working.	M			
B1.22	The vendor must describe the solution to collect and aggregate data from provider EVV or MCO EVV platforms and solutions.	M			
OPERATIONS					
B2.1	Vendor must have previously successfully implemented the EVV solution for a State which is operational and has received or in the process of receiving CMS outcomes based certification.	M			
B2.2	Vendor must implement a Software as a Service (SaaS) Solution and Vendor must not have a degree of customization that exceeds 15%.	M			
B2.3	Vendor must have the ability to implement the solution in phases, including a pilot.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B2.4	Vendor must implement flexible data interfaces (API/Web Services) with the existing State data sources systems of record . These interfaces should remain durable and allow for upgrades or refreshes when new programs are added and /or new systems/technologies are introduced in the underlying source systems.	M			
B2.5	Vendor must include the cost of readiness activities including operational readiness testing, training and outreach, stabilization and organizational change management.	M			
B2.6	Vendor must provide total cost of operations and maintenance for 10 years of anticipated useful life of the service.	M			
B2.7	Vendor must specify operations costs for the following: a) Software Cost for Maintaining and Operating the Software as a Service Environment and meet the federal and State standards set in the RFP b) Cost to support business operations such as help desk, ongoing training, new providers/MCOs, changes in EVV services, and support costs	M			
B2.8	Vendor must provide 1,500 system enhancement pool hours (or propose a reasonable number of hours) for ongoing changes on an annual basis. The cost of these system enhancement pool hours are included in the offeror's price for operations.	M			
B2.9	Vendor should identify if worker/member devices are included in the proposal and document the breakdown of the total cost of device management including the cost of new devices for workers/members, replacement devices in case of loss, and upgrades due to life and age of the device. Providing worker/member devices is Optional and should be priced separately.	M			
B2.10	Vendor must specify and identify any minimum covered lives for providing a per member per month of operations cost.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B2.11	Vendor must ensure that the SaaS offering is compliant with the latest federal mandated EVV functional and non-functional requirements at no additional cost to the State.	M			
B2.12	The Contractor must provide an independent third party to perform penetration testing within six (6) months prior to implementation. Contractor agrees to conduct an annual certified penetration testing of databases, website, web-based portals, or systems developed, implemented, managed, or supported as a deliverable for this contract and when additions or changes to functionality impact the security framework, architecture or when a new vulnerability exists.. Certification of this testing will be provided to DHHS Information Security. The objective of said Penetration Testing is to identify design and/or functionality issues in infrastructure of systems that could expose Confidential Data, as well as, computer and network equipment and systems to risks from malicious activities. Within 15 days after the annual Penetration Test has been performed, the Contractor will provide DHHS Information Security with a report of security issues that were revealed. Within 45 days of testing the Contractor will provide DHHS Information Security with a remediation plan. DHHS will decide, in consultation with the Contractor, which, if any, security issues revealed from the Penetration Test will be remediated by the Contractor.	M			
B2.13	Vendor must preserve and make available all data and records for a period of ten years from the latter of the complete termination of the Contract the partial termination of the Contract or the date of final payment under this Contract unless a longer period of time is required by law.	M			
B2.14	Vendor must provide a standard interface to support integration of data with Provider and MCO EVV systems.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B2.15	Vendor must comply with the CMS Seven Standards and Conditions and the most current version of CMSs Medicaid Information Technology Architecture (MITA).	M			
B2.16	The EVV system must have capacity for future expansion to additional populations or services. Additional services and programs may be added to or removed from the EVV implementation throughout the life of this contract. State has the sole authority to determine when and if services and/or programs are added to or removed from the EVV System.	M			
B2.17	Vendor must provide unlimited access via phone or Email to the Vendor technical support staff between the business hours of 8:00am to 5:00pm, Monday thru Friday EST.	M			
B2.18	Vendor must provide user support by phone and email during non-business hours.	M			
B2.19	The Vendor will provide a completed Security Audit Report with results to the Department each year. The Security Audit Report must include either an electronic data processing (EDP) systems audit using SSAE - 18 at a minimum level service organization control (SOC) 2 Type II or a NIST 800-53 rev 4 assessment at a "moderate" system risk control level.	M			
B2.20	Vendor must ensure that the Data integrity error rate and routing errors of any transaction is less than .001%.	M			
B2.21	Vendor must notify the State of all reported deficiencies and system functionality errors within one (1) business day of identification and present a resolution plan within five (5) business days. Major and critical deficiencies must be corrected within forty (40) calendar days of the report submission to the Department.	M			
B2.22	Vendor must ensure seamless coordination and integration with components, other State systems and allow interoperability with provider EVV systems.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B2.23	Vendor must provide a written report and assessment to the Department within 24 hours following the identification of any Security Incident detailing all actions taken concerning the incident, including the type of incident, the current status, and any potential impact(s).	M			
B2.24	Vendor must ensure that the Agency-defined data extract is supplied accurately to the Data Warehouse. The Vendor shall supply the response file(s) in the format requested by the Agency by the date and time (weekly) agreed upon.	M			
B2.25	Vendor must perform patching and corrections to mitigate security vulnerabilities of a critical nature within three Business Days and those of a major nature within 10 Business Days. The Department will determine the level of criticality in consultation with the system vendor.	M			
B2.26	Vendor shall replace key personnel within forty-five (45) State workdays. The State may grant additional time to replace key personnel if the Vendor makes interim arrangements to ensure that operations are not affected by loss of personnel.	M			
B1.27	Vendor must provide an ANSI/TIA-942 Tier 3 Data Center or equivalent.	M			
DATA AGGREGATOR					
B3.1	The Vendor must provide for a data aggregation functionality to collect and process data in a secure and real time basis from certified alternative EVV Systems used by Providers or MCOs and approved by the State.	M			
B3.2	The Vendor aggregator functionality must validate the data submitted by third party EVV systems against business rules. The business rules and the minimum required data set may vary by service/program.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B3.3	The Vendor must generate metrics, management and control reports to provide feedback to third party EVV systems and providers.	M			
B3.4	The Vendor must allow for distinctions between the requirements for alternate data collection systems utilized by Medicaid providers and those utilized by Medicaid Managed Care Organizations.	M			
B3.5	The Vendor will have the capability to generate, process and accept 837 EDI transactions to support data aggregator functions.	M			
B3.6	The vendor must develop specifications to certify and on-board third party EVV systems proposed by Medicaid providers and Medicaid MCOs that are approved by the State. Vendor must assess providers' legacy systems for compliance with specified Federal and State requirements and assure that as requirements change, providers update their systems as appropriate. The Vendor must test and approve alternate data collection systems proposed by Medicaid providers and MCOs through an unbiased and conflict free process that is approved by the State. The Vendor must make the State aware of any potential conflicts of interest in performing these functions.	M			
B3.7	Vendor must support monitoring including comparing visit to claims data.	M			
B3.8	The Vendor must provide technical and operations support for data integration implementation and operations with third party EVV systems used by MCOs and Providers	M			
B3.9	The vendor shall support implementation, testing and re-testing of interfaces with the external systems (e.g., State system of record(s), third party EVV systems) as those systems are modified, upgraded or replaced.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B3.10	The Vendor must support testing and on-boarding of new EVV systems proposed by Medicaid Providers and MCOs	M			
B3.11	Vendor must notify the State of any data load problems, discrepancies, or failures within one (1) business day of identification and present a resolution plan within three (3) business days.	M			
DATA QUALITY					
B4.1	Vendor must provide conceptual and logical data models for all EVV data entities including meta data and data dictionary.	M			
B4.2	Vendor must support the data requirements of quality improvement organizations established under Part B of Title XI of the Patient Protection and Affordable Care Act.	M			
B4.3	Vendor must provide data governance structure, resources and process, with state participation, to promote data quality and reliability of EVV data.	M			
B4.4	Vendor must manage data quality metrics as approved by the state for EVV data: <ul style="list-style-type: none"> • accessibility • accuracy • completeness • clarity • reliability • relevance • timeliness • uniqueness • validity • value 	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B4.5	Vendor must provide conceptual and logical data models for entities including: <ul style="list-style-type: none"> • accounts • authorizations • cases • disclosures • transaction logs (user and system) • payments • services • service/care plans • visits 	M			
B4.6	Vendor must provide metadata definitions for data entities.	M			
B4.7	Vendor must provide configuration management capabilities.	M			
B4.8	Vendor must manage data quality functions (data validation, data cleansing) for all data within the EVV System.	M			
B4.9	Vendor must implement system and process controls for all inbound and outbound data interfaces to ensure accurate and secure data exchange between the State and third party systems. The vendor must implement metrics to ensure the accuracy of these interfaces. The State system(s) of record will prescribe the interface specifications to the EVV vendor.	M			
B4.10	Vendor must allow users to submit visit verification Information.	M			
B4.11	Vendor must send verified and accurate EVV data to state directed reporting and analytical systems.	M			
B4.12	Vendor must have the capability to exchange and interface data with systems of record (e.g., prior/service authorization systems, member, provider and claim processing systems) and have the flexibility to receive the information in multiple formats and frequency. The vendor must support a push or a pull model for data exchange as required by the system of record.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B4.13	Vendor must have the capability to exchange and interface data with systems of record and process updates in near real time (within 3 seconds 99% of the time) transactions.	M			
B4.14	Vendor must support data collection and verification when services cross calendar days.	M			
B4.15	Vendor must support ability to collect visit data elements when the Direct Care Worker (DCW) initiates the visit including when there is a visit for a service for which there is no authorization.	M			
B4.16	Vendor must support data collection and verification for variable locations to include: 1) services in a location other than the members residence. This may be a routine location for service delivery (e.g. the place of employment) or occasional location for service delivery (e.g. a visit to a family members home grocery store); 2) Location verification needs to only occur at the beginning and ending of each shift and does not include ongoing monitoring of a members location throughout the shift.	M			
B4.17	The provider in the EVV visit record must be approved for the member and match the one in the claim / encounter submission.	M			
B4.18	Vendor must ensure verification of data for visits to a member on a given day by multiple direct care workers and/or providers.	M			
B4.19	Vendor must ensure verification of data for the same service provided to a member by more than one direct care workers and/or providers at the same time (i.e. 2:1 staffing ratios consistent with State guidelines policies and manuals including any additions or updates thereto).	M			
B4.20	Vendor must ensure verification of data for multiple services provided to the member by multiple direct care workers and/or providers during the same shift.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B4.21	Vendor must ensure verification of data for multiple services provided to the member by the same direct care worker during the same shift.	M			
B4.22	Vendor must ensure verification of data for multiple visits by a single direct care worker and/or provider to a single member per day.	M			
B4.23	Vendor must ensure verification of data for visits to a member that account for living arrangements where multiple members reside at a single address.	M			
B4.24	Vendor must ensure verification of data for visits to multiple members on a given day by a single direct care worker and/or provider.	M			
B4.25	Vendor must ensure verification of data for services provided to a group of members at the same location during a single visit consistent with the State guidelines policies and manuals including any additions or updates thereto on group visits.	M			
B4.26	Vendor must ensure verification of data for services provided to a member in situations in which the member and direct care worker reside at the same address.	M			
B4.27	Vendor must receive data from third party/ provider EVV systems and system of records (state systems) in near real time (within 3 seconds 99% of the time).	M			
COMPLIANCE					
B5.1	Vendor must comply with Section 12006(a) of the 21st Century Cures Act that mandates that states implement EVV for all Medicaid personal care services (PCS) and home health services (HHCS) that require an in-home visit by a provider. This applies to PCS provided under sections 1905(a)(24), 1915(c), 1915(i), 1915(j), 1915(k), and Section 1115; and HHCS provided under 1905(a)(7) of the Social Security Act or a waiver.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B5.2	Vendor and all downstream sub vendors or entities must comply with the HIPAA privacy security and breach notification regulations and applicable state and federal laws and regulations for creating, collecting, disclosing, accessing, maintaining, storing and using electronic PHI/PII.	M			
B5.3	Vendor must notify the State in writing within five (5) business days following initial detection of suspected fraud or abuse and provide supporting documentation.	M			
B5.4	Vendor must adhere to data retention requirements cited in 45 CFR 164.316 and Administrative Rule 37.85.414. The Department may require a longer retention period on an exception basis to support ongoing business needs.	M			
B5.5	Vendor must comply with all sections of the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act and ensure user interface standards account for the various forms of colorblindness.	M			
B5.6	Vendor must be knowledgeable of and support the Department to maintain compliance with the "to be" vision of MITA 3.0 Standards and Conditions-MITA Condition or the latest MITA version that requires states to align to and advance in MITA maturity for business, architecture and data.	M			
B5.7	Vendor must be knowledgeable of and support the Department to maintain compliance with the "to be" vision of MITA 3.0 Standards and Conditions - Industry Standards Condition or the latest MITA version that requires states to align to and advance in MITA maturity for business, architecture and data. Vendor must ensure alignment with, and incorporation of, industry standards, HIPAA, privacy and transaction standards; accessibility standards, and standards that provide greater accessibility for individuals with disabilities and standards under the Affordable Care Act.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B5.8	Vendor must be knowledgeable of and support the Department to maintain compliance with the "to be" vision of MITA 3.0 Standards and Conditions - Leverage Condition or the latest MITA version that requires states to align to and advance in MITA maturity for business, architecture and data. Vendor must promote sharing, leveraging, and reuse of healthcare technologies and systems within and among states.	M			
B5.9	Vendor must be knowledgeable of and support the Department to maintain compliance with the "to be" vision of MITA 3.0- Standards and Conditions- Interoperability Condition or the latest MITA version that requires states to align to and advance in MITA maturity for business, architecture and data. The system vendor's solution shall ensure seamless coordination and integration with components, other State systems and allow interoperability with provider EVV systems.	M			
B5.10	Vendor must be knowledgeable of and support the Department to maintain compliance with the "to be" vision of MITA 3.0- Standards and Conditions- Modularity Standard or the latest MITA version that requires states to align to and advance in MITA maturity for business, architecture and data. The system vendor's solution shall use a modular, flexible approach to systems development, including the use of open interfaces and exposed Application Programming Interfaces (API); the separation of standardized business rule definitions from core programming; and the availability of standardized business rule definitions in both human and machine-readable formats.	M			
B5.11	The system vendor must provide the Department with compliance assurances for the system vendors scope of work.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B5.12	Vendor must be compatible with multiple standard browsers in accordance to the State's IT Standards. The solution shall allow access from standard browsers without requiring specialized plug-ins or applets to function. The solution shall allow for a mobile app that is available through standard Apple and Google App Store.	M			
B5.13	Vendor must maintain an auditing system and employ accounting/auditing procedures and practices that conform to GAAP and GAAS. All charges applicable to the contract shall be readily ascertainable from such records.	M			
B5.14	Vendor must ensure that all technologies implemented are in compliance with End User Licensing Agreements or other licensing arrangements vendor has entered into.	M			
B5.15	Vendor must comply with Affordable Care Act Section 1104 Administrative Simplification, and Section 1561 Health IT Enrollment Standards and Protocols.	M			
PERFORMANCE					
B6.1	Vendor must comply with Affordable Care Act (ACA) Sections 1561, 1411, 1413, 1414 and 2201.	M			
B6.2	Vendor must comply with Section 12006 of the 21st Century Cures Act.	M			
B6.3	Vendor must provide applicable business intelligence information to the state.	M			
B6.4	Vendor must validate the visit procedure codes match those in the EVV record.	M			
B6.5	Vendor must validate the provider in the EVV visit record is approved for the member and matches the one in the claim / encounter submission.	M			
B6.6	Vendor must validate the member is eligible to receive EVV services captured.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B6.7	Vendor must validate the provider is eligible to perform EVV services captured.	M			
B6.8	Vendor must validate the number of units charged for a member does not exceed the members total number of approved units. The system must provide flexibility to process and flag these business rules as warnings (soft edits) or errors (hard edits).	M			
B6.9	Vendor must validate the visit procedure codes are approved for the member.	M			
B6.10	Vendor must provide the capability to Interoperate with state systems using industry standard transactions and technology-neutral interfaces.	M			
B6.11	Vendor must provide the capability to search all information including log search and playback.	M			
B6.12	Vendor must provide authorized stakeholders uniform access to information.	M			
B6.13	Vendor must provide Role-based access control to all system features and data, including specified data elements.	M			
B6.14	Vendor must provide Multi-Factor Authentication.	M			
B6.15	Vendor must provide interoperability with the DHHS claims adjudication process.	M			
B6.16	Vendor must validate incoming data based on data standards and configurable business rules.	M			
B6.17	Vendor must provide the capability to save and transmit data regardless of the mode of communication.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B6.18	Vendor must provide conceptual and logical data models for all EVV data entities including: <ul style="list-style-type: none"> • Benefits • Claims • Encounters • Service/care plan • Physicians order • Services • Visits • Verifications • Log/Audit trail • Payments • Accounts 	M			
B6.19	Vendor must provide capability to display data in a variety of industry standard formats.	M			
B6.20	Vendor must preserve and make available all data and records to the state based on the SLA.	M			
B6.21	Vendor must provide all state-centric data rights to the state.	M			
B6.22	Vendor must verify the date, time the service begins and ends, and location of services captured.	M			
B6.23	Vendor must provide EVV data flows and near real time interfaces to state identified systems.	M			
B6.24	Vendor must provide CMS MITA Framework alignment information regarding the EVV solution.	M			
B6.25	Vendor must provide standardized business rules definitions in human and machine- readable formats.	M			
B6.26	Vendor must adhere to HL7 standards.	M			
B6.27	Vendor must comply with applicable Federal and State of New Hampshire Policies and Procedures.	M			
B6.28	Vendor must provide data aggregation services.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B6.29	Vendor must provide Role-based user experiences that optimize Effort to Perform; Efficiency, Timeliness of Process and User Satisfaction metrics.	M			
B6.30	Vendor must provide configurable system alerts and notifications.	M			
B6.31	Vendor must provide support for multiple DHHS programs and services including those covered by the state plan, waivers, Home Healthcare and Personal Care.	M			
B6.32	Vendor must support ability to capture stakeholder satisfaction through multiple ways (e.g., surveys, operational metrics from usage in production).	M			
B6.33	Vendor must provide standardized EV data elements and definitions as approved by the state.	M			
B6.34	Vendor must have the capability to validate the visit units against different frequency types (daily, weekly, monthly) as approved by the source system.	M			
B6.35	Vendor will conform with all relevant federal requirements, or be in conformance no longer than a 6 month period after passage of rule changes. All federal requirements changes will be at no cost.	M			
PRIVACY AND SECURITY					
B7.1	Vendor must ensure that all personnel and vendors entering an individuals home for maintenance/repair/replacement of an EVV device have satisfied the background check requirements set forth in state Code. Vendor will maintain copies of background checks for all staff entering an individuals home for maintenance/repair/ replacement of EVV devices and provide the background checks to state upon request.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B7.2	Vendor must maintain a record (audit trail) for any manual verifications. For each manual verification the EVV will store the information entered the person entering the information the billing provider the direct care worker the individual receiving services the date and time of the visit the reason for the manual verification and the date and time of the manual verification.	M			
B7.3	Vendor must offer a variety of methods by which the direct care worker member and/or their responsible party may indicate that a visit validated including but not limited to electronic signature voice recognition or other biometrics. All use of electronic signatures must meet the requirements set forth in state rules and guidance.	M			
B7.4	Vendor's BCDRP must address short- and long-term restoration relocation or replacement of resources necessary to ensure the smooth continuation of operations related to state data. Such resources may include among others communications supplies transportation space power and environmental controls documentation people data software and hardware. Vendor must have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems must be architected to meet the defined recovery needs.	M			
B7.5	Vendor shall provide a Continuity of Operations Planning (COOP) that addresses emergency operations and response planning of EVV for the business as well as their own. Systems shall be architected to meet the defined business operational needs.	M			
B7.6	Vendor shall provide a detailed System Security Plan (SSP). Plan shall be architected to meet the defined requirements of the Department's Information Security Office. Plan should support key security management activities before and after system authorization.	M			
B7.7	Vendor shall establish a user friendly IT Issue Tracking System.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B7.8	Vendor shall provide an IT Issue Tracking Plan/Guide	M			
B1.9	Vendor must support the encoding of data for security purposes (encryption at rest) and for the ability to access the data in a decrypted format from required tools for authorized users	M			
SYSTEM EFFICIENCY					
B8.1	Vendor must provide an intuitive user interface/device interaction that is minimally burdensome for the direct care workers and members.	M			
B8.2	Vendor must provide the ability for the member and/or their authorized representative to act on behalf of the member, to include, delegation of visit verification responsibility to another person of suitable age and discretion. The system must allow multiple individuals to be designated and must track additions and deletions. Changes should be able to be made easily via the member's portal.	M			
B8.3	Vendor must provide their solution approach to handle when the Direct Care Worker (DCW) and the authorized representative are the same person.	M			
B8.4	Vendor must support quick and efficient way to support modifications of the visit data by the member/Authorized Representative without compromising the original record.	M			
B8.5	Vendor must generate reports to monitor and track retention rates at for the DCW. The reports should provide flexibility to look retention rates at the State level or individual provider agency/MCO level. The reports should compare with established state/regional/national standards.	M			
B8.6	Vendor must provide a flexible solution to support for circumstances where a visit starts and/or ends away from the member's place of residence.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B8.7	Vendor must provide a scheduling module to reduce member provider agencies and direct care worker/staff burden.	M			
B8.8	Vendor must provide a flexible and user configurable reporting tool which shall not only include a library of standard reports but also support the development of ad hoc reports in accordance with the user role designation.	M			
B8.9	Vendor must include functionality that allows the State to conduct surveys including member /provider/ state staff satisfaction surveys. The data collected through the surveys will be made available in the reporting system.	M			
B8.10	Vendor must have the flexibility for members and/or their authorized representative party to make changes to their individual preferences in the system to receive alerts and notifications.	M			
B8.11	Vendor must describe their approach and process for device management and the process for notification, recovery and or reinstallation of the device in case it is reported stolen or member relocates or leaves the program.	M			
B8.12	Vendor must ensure that the device firmware and version is up to date and updates are not disruptive to the user experience.	M			
B8.13	Vendor must ensure that there are adequate software and process controls in place to ensure all personal information is removed in case the devices are to be reused.	M			
B8.14	Vendor must provide the approach to device upgrades and ensure it is not disruptive to the user.	M			
B8.15	Vendor must provide details of their help desk processes and how will the effectiveness of technical support be monitored and reported by stakeholder (member/caregiver/State).	M			
B8.16	Vendor must provide help desk support for all stakeholders (member/caregiver/MCO/State).	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B8.17	The Vendor's help desk shall answer all calls within two (2) minutes or less of entering the queue, as determined based on the monthly average. The call abandonment rate shall be less than five percent (5%) as measured on a monthly basis.	M			
B8.18	Vendor must respond to written, faxed, or emailed inquiries within two (2) business days of receipt.	M			
B8.19	Vendor must ensure that the staff entering an individuals home for maintenance/repair/replacement of EVV devices will be bonded and insured.	M			
B8.20	Vendor must provide the ability to support Pilot Roll out of the EVV system (by area, program, by provider group) to verify and validate the user experience and take feedback from the Pilot roll out to make required changes to improve user adoption and satisfaction.	M			
B8.21	Vendor must provide system and associated process control to ensure that all issues are acknowledged, tracked, managed and resolved to ensure user satisfaction. The Vendor shall ensure all customer service interactions are logged in the Vendor's information systems with ninety-five percent (95%) of all issues resolved on the same day and one hundred percent (100%) of issues resolved within 30 days.	M			
B8.22	Vendor must document the transition strategy from the alternative device/method as technology changes and/or GPS technology becomes more widely available in the State.	M			
B8.23	Vendor must have the ability to interface with providers existing payroll systems for the purpose of sharing validated visit data in order to populate care workers timesheets for payroll purposes. The use of this functionality by providers is optional and as such it is the providers sole responsibility to pay any costs associated with the building of the interface.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B8.24	Vendor must provide alternate solutions to manage retroactive Service Plan and authorization changes for specific services and/or programs.	M			
B8.25	Vendor must provide for manual verification if needed and allow for providers to attest to the presence of hard copy documentation for any manual visit verification.	M			
B8.26	Vendor must be capable of collecting and storing data offline during any downtime such as regularly scheduled maintenance.	M			
B8.27	Vendor must develop and operationalize a communication plan that will be used to ensure all impacted parties (e.g. individuals receiving services, direct care workers, providers) are knowledgeable about planned maintenance and updates.	M			
B8.28	Vendor must allow for a flexible roles based access and allow the State to designate entities to assign roles (e.g. a provider agency will assign roles to direct care workers and a case management agency will assign roles to individual case managers).	M			
B8.29	The vendor solution must provide an intuitive user interface that minimizes data entry, verifies entered data values against specified data type and format and avoids duplicate entry of same information.	M			
B8.30	The vendor must system allows for search and easy access to both current and historic data in the system (e.g. days worked, start time, finish time, total hours, etc.).	M			
SELF-DIRECTION					
B9.1	The Vendor's EVV System shall have the ability to interface with all provider systems. The Contractor shall work with the State and the providers in defining the elements to be included in the interface but shall, at a minimum, include details of all visits for members using self-directed services.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B9.2	The Vendor 's EVV System scheduling module shall be accessible to members/authorized representative and providers, allowing providers and members including, but not limited to, members who use a self-directed option, to use the EVV System to schedule DSP visits. The Contractor's scheduling model shall permit flexibility in scheduling visits (e.g., adjusting scheduled service visit start times) and be designed to reduce member, provider agencies and DSP/staff burden.	M			
COMMUNICATION PLAN AND USER TRAINING					
B10.1	The Vendor must develop and maintain a communication plan in order to facilitate the effective and efficient communications across the project team. This includes stakeholders, business partners and the public if this is a public facing application. The plan, which is subject to State review and approval, must comprehensively identify the Vendor's outreach and education strategies throughout the EVV Project implementation and term of the Contract.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B10.2	<p>The Vendor’s Communication Plan must address the outreach and communications to stakeholders, including DHHS and its State partners, contracted MCOs, members/families, providers, DCWs and other interested parties. The Contractor’s Communication Plan must cover:</p> <ul style="list-style-type: none"> • Key planned stakeholder communications through the program development and implementation; • System user education related to the purpose and use of EVV System • Issue Resolution Process • Availability of Online and Telephonic User Support • Notifications to users of System downtime due to System updates and scheduled maintenance • Identification of roles and tools for members, providers, MCOs and the State to use to supplement member and stakeholder educational activities performed by the Contractor. 	M			
B10.3	<p>The Vendor’s Communication Plan must include the key message, targeted audience for the communication, the communication method(s) or format(s) to be used, and the timing and frequency of the communication.</p>	M			
B10.4	<p>The Vendor must work with the State on “branding” the EVV System (including a logo) and must develop and maintain a website where all communication and educational tools and other pertinent EVV information will be posted.</p>	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B10.5	<p>Vendor must submit a detailed Training Plan that, at a minimum, addresses the following:</p> <ul style="list-style-type: none"> a. Summary of training approach that focuses on the train-the-trainer methodology, objectives, and desired outcomes. b. Training needs analysis, including an assessment of the target audience and their knowledge and skills. c. Recommendations on type and delivery approach based on training needs analysis. Mode of Training (Web, In Person). d. Summary of proposed training materials and documentation in addition to hands-on training. e. Approach to maintaining training documentation and accompanying materials. f. Approach to providing training necessary to support new functionality and/or major software releases that materially change the user interaction. g. Approach to processing for incorporating feedback to improve train the trainer effectiveness over the course of the Contract. h. Training Schedule for each stakeholder type (provider/caregiver, member, state, other). i. Log, Collect and Report on the effectiveness of the training sessions. 	M			
CMS CERTIFICATION					
B11.1	The Vendor must work and assist DHHS to develop of Key Performance Indicators (KPI's).	M			
B11.2	The Vendor shall lead the effort to achieve CMS certification of the system with involvement of DHHS and Independent Verification and Validation (IV & V) Contractor staff. Activities include compliance with outcome statements, evaluation criteria, development of Key Performance Indicators (KPI's), other certification requirements as described in CMS guidance or required by DHHS.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

B11.3	The Vendor shall conduct an Operational Readiness Review 4-6 weeks prior to go-live.	M			
APPLICATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M			
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M			
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M			
APPLICATION SECURITY					
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M			
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M			
A2.3	Enforce unique user names.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy.	M			
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M			
A2.6	Encrypt passwords in transmission and at rest within the database.	M			
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.	M			
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M			
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M			
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M			
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M			
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

A2.13	All logs must be kept for (XX- days, weeks, or months).	M			
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M			
A2.15	Do not use Software and System Services for anything other than they are designed for.	M			
A2.16	The application Data shall be protected from unauthorized use when at rest.	M			
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M			
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M			
A2.19	Utilize change management documentation and procedures.	M			
A2.20	Web Services : The service provider shall use Web services exclusively to interface with the State’s data in near real time when possible.	M			
TESTING REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
APPLICATION SECURITY TESTING					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State’s web site and its related Data assets.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M			
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M			
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M			
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M			
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M			
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M			
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M			
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M			
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M			
T.1.1 2	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project)).	M			
T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M			
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M			
STANDARD TESTING					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M			
T2.2	The Vendor must perform application stress testing and tuning.	M			
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M			
T2.4	The vendor must define and test disaster recovery procedures.	M			
HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
OPERATIONS					
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M			
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M			
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M			
H1.5	Vendor shall monitor System, security, and application logs.	M			
H1.6	Vendor shall manage the sharing of data resources.	M			
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M			
H1.8	The Vendor shall monitor physical hardware.	M			
H1.9	Remote access shall be customized to the State’s business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

H1.10	The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M			
DISASTER RECOVERY					
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M			
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M			
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M			
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M			
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M			
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M			
HOSTING SECURITY					
H3.1	The Vendor shall employ security measures ensure that the State’s application and data is protected.	M			
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M			
H3.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M			
H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State’s hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

H3.5	The Vendor shall ensure its complete cooperation with the State’s Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M			
H3.6	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor’ hosting infrastructure and/or the application upon request.	M			
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M			
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M			
H3.9	The Vendor shall notify the State’s Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M			
H3.10	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M			
SERVICE LEVEL AGREEMENT					
H4.1	The Vendor’s System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M			
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M			
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.				
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

H4.6	<p>The Vendor shall conform to the specific deficiency class as described:</p> <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M			
------	--	---	--	--	--

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	M			
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M			
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M			
H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State’s account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M			
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M			
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M			
H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M			
SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M			
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M			
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

S1.5	<p>The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties:</p> <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M			
S1.6	<p>The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.</p>	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

S1.7	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P			
S1.8	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

S1.9	<p>As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties:</p> <p>a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;</p> <p>b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties.</p>	M			
S1.10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M			
S1.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

S1.12	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M			
S1.13	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M			
S1.14	The Vendor shall give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M			
S1.15	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M			
PROJECT MANAGEMENT					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
PROJECT MANAGEMENT					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M			
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M			
P1.4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M			
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (WORD and/or Excel formats.	M			
P1.6	Vendor shall provide a full time Project Manager assigned to the DHHS EVV project.	M			
P1.7	The Project Manager will maintain a formal risk register of all identified project risks.	M			
P1.8	Vendor's project manager is expected to host meetings with DHHS Subject Matter Experts (SMEs) to review business organization and functions along with the organization, functions and data of existing information systems relevant to this project.	M			
P1.9	The Vendor's project manager is also expected to host other important meetings, assign contractor staff to those meetings as appropriate and provide an agenda for each meeting.	M			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

P1.10	Meeting minutes will be recorded by the contractor and distributed within 24 hours after the meeting. Key decisions along with Closed, Active and Pending issues will be included in this document as well. the Project	M			
P1.11	The Project Manager must participate in all other State, provider, and stakeholder meetings as requested by the State.	M			

ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET				
ACTIVITY, DELIVERABLE, OR MILESTONE		DELIVERABLE TYPE	PROJECTED DELIVERY DATE	MILESTONE PAYMENT
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software		
2	Work Plan	Written		
3	Project Status Reports	Written		
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written		
5	Information Security Plan (ISP)	Written		
6	Communications and Change Management Plan	Written		
7	Bring Your Own Device (BYOD) Security Plan	Written		
8	Data Protection Impact Assessment (DPIA)	Written		
9	Software Configuration Plan	Written		
10	Systems Interface Plan and Design/Capability	Written		
11	Systems Security Plan (SSP)	Written		
12	Testing Plan	Written		
13	Data Conversion Plan and Design	Written		
14	Deployment Plan	Written		
15	Disaster Recovery Plan	Written		
16	Comprehensive Training Plan and Curriculum	Written		

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

17	End User Support Plan	Written		
18	Business Continuity of Operations Plan (COOP)	Written		
19	Solutions Requirements Traceability Matrix	Written		
20	EVV System Data Retention Plan	Written		
21	EVV System Privacy Impact Analysis	Written		
22	EVV Solution Reporting User Guide	Written		
23	EVV Solution User Manual	Written		
24	Operations Support and Management Plan	Written		
25	Documentation of Operational Procedures	Written		
INSTALLATION				
26	Provide Software Licenses (if needed)	Written		
27	Provide Fully Tested Data Conversion Software	Software		
28	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software		
TESTING				
29	Conduct Integration Testing	Non-Software		
30	Conduct User Acceptance Testing	Non-Software		
31	Perform Production Tests	Non-Software		
32	Test In-Bound and Out-Bound Interfaces	Software		
33	Conduct System Performance (Load/Stress) Testing	Non-Software		
34	Certification of 3 rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software		
35	Security Risk Assessment Report	Written		
36	Security Authorization Package	Written		
PILOT DEPLOYMENT				
37	Interfaced Data Loaded into Production Environment	Software		
38	Provide Tools for Backup and Recovery of all Applications and Data	Software		
39	Operational Readiness Review	Non-Software		
40	Conduct Pilot User Training	Non-Software		

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX G – TOPICS FOR MANDATORY RESPONSES

41	Cutover to New Software	Non-Software		
42	First Productive Use	Non-Software		
SYSTEM DEPLOYMENT				
43	Converted Data Loaded into Production Environment	Software		
44	Provide Tools for Backup and Recovery of all Applications and Data	Software		
45	Conduct Training	Non-Software		
46	Cutover to New Software	Non-Software		
47	First Productive Use	Non-Software		
48	Provide Documentation	Written		
49	Execute System Security Plan	Non-Software		
OPERATIONS				
50	Ongoing Hosting Support	Non-Software		
51	Ongoing Support & Maintenance	Software		
52	Lead CMS Outcomes Based Certification	Non-Software		
53	Conduct Project Exit Meeting	Non-Software		
				TOTAL COST

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX H – DEFINITIONS

APPENDIX H: TERMS AND DEFINITIONS

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

Term	Definition
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Data Breach	The definition for this term is located in the DHHS Information Security Requirements Exhibit.
Commercial Off The Shelf Software	Software that is purchased from a vendor and is ready for use with little or no change.
Confidential Information or Confidential Data	The definition for this term is located in the DHHS Information Security Requirements Exhibit. .
Contractor Confidential Information	Information the Contractor claims is confidential or proprietary and has clearly identified as such to the State in writing.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Infrastructure as a Service (IaaS)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance, agreement or administrative rule from access by the general public as public information.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX H – DEFINITIONS

Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Personal Information	The definition for this term is located in the DHHS Information Security Requirements Exhibit
Platform as a Service (Paas)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage and also provides the operating system and databases.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	The definition for this term is located in the DHHS Information Security Requirements Exhibit.
Software	All Custom, SAAS and/or COTS Software provided by the Vendor under the Contract.
Software Deliverables	All Custom, SAAS and/or COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Specifications	The written details that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
RFP-2022-DLTSS-05-ELECT - Electronic Visit Verification System
APPENDIX H – DEFINITIONS

Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty Period	A period of coverage during which the Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.

Remainder of this page intentionally left blank.



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 subparagraph 1.1.
 - 1.4. Notifying the employee in the statement required by subparagraph 1.1 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

Appendix I
DHHS STANDARD EXHIBITS



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

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

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

Contractor Name:

Date

Name:
Title:



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: _____

Date

Name:
Title:



**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

Appendix I
DHHS STANDARD EXHIBITS

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: _____

Date

Name:
Title:

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:



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, 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.

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: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Appendix I
DHHS STANDARD EXHIBITS

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

Appendix I
DHHS STANDARD EXHIBITS

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

Appendix I
DHHS STANDARD EXHIBITS

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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

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

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Appendix I
DHHS STANDARD EXHIBITS

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

Appendix I
DHHS STANDARD EXHIBITS

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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

Appendix I
DHHS STANDARD EXHIBITS

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

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

Appendix I
DHHS STANDARD EXHIBITS

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

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

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

- B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov