

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

**REQUEST FOR PROPOSALS  
RFP-2022-DPHS-19-PRIMA**

**FOR**

**Maternal and Child Health Care in the  
Integrated Primary Care Setting**

**January 14, 2022**



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## **1. INTRODUCTION**

### **1.1. Purpose and Overview**

This Request for Proposals (RFP) is published to solicit proposals for the provision of services to increase access to integrated healthcare for the Maternal and Child Health (MCH) target population of Women, Infants, Children and Adolescents from birth to 21 years of age, and to address the Maternal, Children and Youth health priorities as identified in the State's Maternal and Child Health five (5) year Statewide Needs Assessment completed in 2020.

The New Hampshire Department of Health and Human Services (Department) anticipates awarding one (1) or more contracts for the services in this RFP. The Department currently has 11 contracts for these services.

### **1.2. Request for Proposal Terminology**

**Enabling Services** – Non-clinical, non-billable services that support the delivery of basic health services and facilitate access to comprehensive patient care as well as social services.

**Title V Maternal and Child Health (MCH) Block Grant** – A partnership between the federal government and states with the goal of supporting the health and well-being of all mothers, children, and families.

### **1.3. Contract Period**

The Contract(s) resulting from this RFP is(are) anticipated to be effective April 1, 2022, or upon Governor and Executive Council approval, whichever is later, through June 30, 2024.

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

## **2. BACKGROUND**

### **2.1. New Hampshire Department of Health and Human Services, Division of Public Health Services**

The Department, Division of Public Health Services, protects, promotes and improves the health and well-being of all people in New Hampshire through leadership, expertise, and partnership.

### **2.2. Background**

Since passage of the Social Security Act in 1935, the federal government has pledged its continuous support of Title V of the Act, Maternal and Child Health Services Block Grant (MCHBG), making Title V the longest lasting public health legislation in United States history. Several grants are authorized in Title V, including the Title V Maternal and Child Health (MCH) Services Block Grant, or simply the MCH Block Grant (MCHBG). MCHBG is one of the oldest federal funding sources to ensure the health of our nation's mothers and children.

The MCHBG program was created by the Omnibus Budget Reconciliation Act (OBRA) of 1981. Under that legislation, a number of categorical grant programs were consolidated into the single MCHBG program. Extensive amendments to the authorizing statute in 1989 increased state programmatic and fiscal accountability under the program.

States and jurisdictions are allocated funds based on a formula. The objective of the grants to states under the MCHBG program is to provide funds for the improvement of the health of



all mothers and children consistent with applicable health status goals and national health objectives established under the Social Security Act.

A state's acceptance of federal MCHBG funds imparts responsibility to assure the health of all mothers and children in the state; to systematically assess health needs and determine health priorities; to develop systems that build capacity across the state to address these priority needs; and to be accountable for programs and services and their outcomes. States must identify their specific health needs of the population through a five-year statewide needs assessment, submit an annual plan for meeting the needs identified by the statewide needs assessment, and report annually on performance measures. States must match three dollars to every four dollars of MCHBG funds, thereby creating a federal-state partnership. Also, states must use at least thirty percent (30%) for preventive and primary care services for children (defined as a child from 1st birthday through the 21st year), and at least thirty percent (30%) for services for children with special health care needs (CSHCN), and no more than ten percent (10%) for administration. For more information, visit:

[http://www.ssa.gov/OP\\_Home/ssact/title05/0500.htm](http://www.ssa.gov/OP_Home/ssact/title05/0500.htm)

Selected Vendors will support the role of integrated health care to help address the MCH priorities identified in the 2020 Statewide MCH Needs Assessment, which include:

1. Improving access to needed healthcare services for the MCH population;
2. Decreasing the use of and abuse of alcohol, tobacco and other substances among pregnant women;
3. Increasing the focus of Title V on the Social Determinants of Health and the resolution of barriers impacting the health of the MCH population;
4. Improving access to Mental Health Services for Children, Adolescents and Women in the perinatal period;
5. Decreasing unintentional injury to Children 0 - 21 years of age;
6. Increasing family support and access to trained respite and childcare providers;  
and
7. Improving access to standardized developmental screening, assessment and follow-up for Infants, Children and Adolescents.

DHHS routinely reconsiders its funding decisions for the MCHBG, which include sub-awards to support organizations in addressing the priorities identified in the five-year statewide needs assessment. The State Action Plan is responsive to state-level needs that align to National Performance Measures (NPM) and State Performance Measures (SPM).

### **3. STATEMENT OF WORK**

#### **3.1. Covered Populations**

3.1.1. The selected Vendor(s) will provide and increase access to healthcare for New Hampshire Infants, Children and Adolescents from birth to 21 years of age, and Pregnant Women and Women of Childbearing age, and must not exclude individuals who are:

3.1.1.1. Uninsured.

3.1.1.2. Underinsured.



- 3.1.1.3. Considered low-income defined as less than 185% of the U.S. Department of Health and Human Services (US DHHS) Poverty Guidelines.
- 3.1.1.4. Lacking housing, including individuals whose primary residence during the night is a supervised public or private facility, such as a shelter, that provides temporary living accommodations.
- 3.1.1.5. Residing in transitional housing.
- 3.1.1.6. Unable to maintain their housing situation.
- 3.1.1.7. Forced to stay with a series of friends and/or extended family members, hence are considered homeless.
- 3.1.1.8. Recently released from a prison or a hospital and do not have a stable housing situation to which they can return, especially if they were considered to be homeless prior to incarceration or hospitalization.

### 3.2. Scope of Services

- 3.2.1. Selected Vendor(s) will provide integrated preventative and primary health care services to the populations in Subsection 3.1, which must include:
  - 3.2.1.1. Behavioral health care;
  - 3.2.1.2. Prenatal care either on site or by referral;
  - 3.2.1.3. Care management; and
  - 3.2.1.4. Enabling services.

#### **Vendor Question #1 (30 points):**

*Explain how your organization will provide and expand integrated primary care services to the MCH target populations in Subsection 3.1. Provide examples of innovative initiatives that your organization has or plans to implement to serve this population. Please separate out your answers to these questions to address each of the following populations:*

- *Infants;*
- *Children;*
- *Adolescents;*
- *Women of reproductive age; and*
- *Pregnant and postpartum women*

- 3.2.2. Selected Vendor(s) will provide eligibility determination services that include, but are not limited to:
  - 3.2.2.1. Notifying the Department in writing if/when access to primary care services for new patients is limited or closed for more than thirty (30) consecutive business days or any sixty (60) non-consecutive business days.
  - 3.2.2.2. Assisting individuals with completing a Medicaid/Expanded Medicaid and/or other health insurance applications.



- 3.2.2.3. Maximizing billing to private and commercial insurances for all reimbursable services rendered.
- 3.2.2.4. Posting a public notice in a conspicuous location specifying that no individual will be denied services due to inability to pay.
- 3.2.2.5. Developing and implementing a sliding fee scale for services in accordance with the Federal Poverty Guidelines and providing the sliding fee scale to the Department upon request.
- 3.2.3. Selected Vendor(s) will ensure primary care services are provided by a New Hampshire licensed:
  - 3.2.3.1. Medical Doctor (MD);
  - 3.2.3.2. Doctor of Osteopathic Medicine (DO);
  - 3.2.3.3. Advanced Practice Registered Nurse (APRN); and/or
  - 3.2.3.4. Physician Assistant (PA) to eligible individuals in the service area.
- 3.2.4. Selected Vendor(s) will provide services in an office-based setting which may include, but is not limited to:
  - 3.2.4.1. Federally Qualified Health Centers (FQHCs) and/or Rural Health Clinics.
  - 3.2.4.2. School Based Health Clinics.
  - 3.2.4.3. Mobile Care Delivery Services.
- 3.2.5. Selected Vendor(s) will ensure services include, but are not limited to:
  - 3.2.5.1. Reproductive health services.
  - 3.2.5.2. Perinatal health services including, but not limited to, access to obstetrical services either on-site or by referral.
  - 3.2.5.3. Preventive primary care services for women, infants, children and adolescents, including screenings and health education in accordance with established, documented state or national guidelines and evidence based practices.
  - 3.2.5.4. Integrated behavioral health services.
  - 3.2.5.5. Assessment of need and follow-up/referral as indicated for:
    - 3.2.5.5.1. Tobacco cessation, including referral to programs such as QuitWorks-NH (<http://www.QuitWorksNH.org>);
    - 3.2.5.5.2. Social services that address Social Determinants of Health (SDOH);
    - 3.2.5.5.3. Chronic Disease management, including disease specific referral and self-management education such as referral



to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA);

- 3.2.5.5.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;
- 3.2.5.5.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services; and
- 3.2.5.5.6. Referrals to any specialists as needed that are not offered on site, including home visiting services and oral health.

**Vendor Question #2 (20 points):**

*Explain how your organization screens patients for SDOH. Be specific regarding which screening tool(s) you use, whether or not the tool(s) is/are embedded in your electronic medical record, and which staff members perform and follow up on these screenings. What actions will be taken when SDOH related barriers to care are identified?*

- 3.2.6. Selected Vendor(s) must provide and facilitate enabling services to all individuals served with special emphasis given to the MCH population of women and infants, children and adolescents from birth to 21 years of age. Enabling services must include at a minimum:
  - 3.2.6.1. Case management;
  - 3.2.6.2. Benefit counseling and/or eligibility assistance;
  - 3.2.6.3. Health education and supportive counseling; and
  - 3.2.6.4. Language interpretation, outreach, transportation and education of patients and the community regarding the availability and appropriate use of health services.
- 3.2.7. Selected Vendor(s)' care management services for individuals enrolled for primary care services must include, but are not limited to:
  - 3.2.7.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, and in a culturally and linguistically appropriate manner; and
  - 3.2.7.2. Direct access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, by referral or subcontract.
- 3.2.8. Selected Vendor(s) will develop, define, facilitate and implement a minimum of two (2) enabling services initiatives and proposed enabling services initiative work plans that focus on the Title V MCH Block Grant population of women, infants, children and adolescents, as follows:





- 3.2.8.1. Initiative One (1) – Must focus on screening and referrals for SDOH; and
- 3.2.8.2. Initiative Two (2) – Must focus on a second enabling service area which may include, but is not limited to:
  - 3.2.8.2.1. Increasing rates of Developmental Screenings and/or implementing visits with Child Development Specialist.
  - 3.2.8.2.2. Increasing number of postpartum women who have lactation support.
  - 3.2.8.2.3. Increasing referrals to home visiting for qualifying children.
  - 3.2.8.2.4. Initiating the Plan of Safe/Supportive care during the prenatal period for pregnant women with Substance Use Disorder.
  - 3.2.8.2.5. Implementing the ACEs (Adverse Childhood Experiences) screening in the child/adolescent population.
  - 3.2.8.2.6. Providing targeted outreach to homeless women, children and adolescents.
  - 3.2.8.2.7. Providing an Injury Prevention Initiative for infants, children and adolescents such as safe sleep and/or suicide prevention.
  - 3.2.8.2.8. Implementing a project involving a Community Health Worker targeted to the population of women, infants, and/or children.
  - 3.2.8.2.9. Implementing a program or service aimed to increase behavioral health integration for women and children within the medical practice that may include, but is not limited to:
    - 3.2.8.2.9.1. Psychiatric teleconsultation; and/or
    - 3.2.8.2.9.2. Educational/training opportunities for treating women and children with mental health concerns.
- 3.2.9. Selected Vendor(s) will monitor, update and implement the proposed work plan for each enabling services initiative in accordance with Appendix G – Reporting Requirements Calendar, of this RFP.



**Vendor Question #3 (20 points):**

Explain the process by which your organization will develop and implement two (2) Enabling Service Initiatives in accordance with Paragraph 3.2.8 above. Provide a work plan for each initiative utilizing Appendix D – Enabling Service Work Plan and Progress Report Template and Appendix E – Work Plan and Progress Report Instructions. Include details related to staffing and accompanying responsibilities as well as details regarding workflow and performance measurement.

- 3.2.10. Selected Vendor(s) will develop, define, facilitate and implement a minimum of two (2) quality improvement (QI) projects which must consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of all individuals served, including:
  - 3.2.10.1. One (1) primary care services QI project – To be designated by the Department on Adolescent Well Visits for SFY 2022-2024; and
  - 3.2.10.2. A minimum of one (1) additional QI project – Must focus on one (1) of the remaining Performance Measures in Appendix F – Performance Measures.
- 3.2.11. Selected Vendor(s) will monitor, update and implement proposed work plans for each QI project in accordance with Appendix G – Reporting Requirements Calendar.

**Vendor Question #4 (20 points):**

*Explain the process by which your organization will develop and implement two (2) QI projects in accordance with 3.2.10 above. Provide a work plan for each project utilizing Appendix J – QI Work Plan and Progress Report Template and Appendix E – Work Plan and Progress Report Instructions. Include details related to staffing and accompanying responsibilities as well as details regarding workflow and performance measurement.*

- 3.2.12. Selected Vendor(s) must attend in-person and/or virtual meetings and trainings facilitated by the Department, which include, but are not limited to:
  - 3.2.12.1. MCH Agency Directors' Meetings scheduled by the Department on an as-needed basis.
  - 3.2.12.2. MCH Primary Care Coordinators' Meetings up to two (2) times per year, which may require attendance by selected Vendor(s) quality improvement and clinical staff.
- 3.2.13. Selected Vendor(s) must ensure all services under this RFP are provided by qualified health and allied health professionals.
- 3.2.14. Selected Vendor(s) will provide supporting documentation to the Department that verifies staff hours funded under the Agreement that may include, but is not limited to, timecards.



- 3.2.15. Selected Vendor(s) will ensure all health and allied health professionals have the appropriate and current New Hampshire licenses whether directly employed, contracted or subcontracted.
- 3.2.16. The selected Vendor(s) will notify the Department in writing of any newly hired administrator, clinical coordinator or staff person essential to providing services. The Contractor shall ensure notification:
  - 3.2.16.1. Is provided to the Department no later than thirty business (30) days from the date of hire; and
  - 3.2.16.2. Includes a copy of the newly hired individual's resume.
- 3.2.17. Selected Vendor(s) will notify the Department in writing when:
  - 3.2.17.1. Any critical position is vacant for more than thirty (30) business days;
  - 3.2.17.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive business days or any sixty (60) non-consecutive business days.
- 3.2.18. Selected Vendor(s) will ensure that all employees and subcontractors providing direct services to clients under this Agreement have undergone a criminal background check and have no convictions for crimes that represent evidence of behavior that could endanger clients served under this Agreement.

**Vendor Question #5 (5 Points):**

*Provide a staffing plan that meets all of the requirements in this RFP. Include staff roles and responsibilities as it relates to Section 3, Statement of Work. Include an organizational chart, resumes for filled positions, and job descriptions for any unfilled positions.*

**Vendor Question #6 (5 Points):**

*Provide your staff training and development plan that ensures current evidence based practices are utilized on an ongoing basis.*

- 3.2.19. Selected Vendor(s) will permit an individual, or team or individuals, authorized by the Department to schedule and conduct periodic virtual and/or on-site reviews of documentation related to contracted services, including:
  - 3.2.19.1. Administration;
  - 3.2.19.2. Data collection and submission;
  - 3.2.19.3. Clinical and financial management; and
  - 3.2.19.4. Delivery of education services.
- 3.2.20. Selected Vendor(s) will ensure the information needed by the Department to conduct virtual and/or on-site reviews is available, which may include, but is not limited to:
  - 3.2.20.1. Client records.



- 3.2.20.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.
- 3.2.21. Selected Vendor(s) will adhere to any corrective action plans issued by the Department should virtual and/or on-site reviews yield results that services provided are not in compliance with the Agreement. Any corrective action plans shall not prevent the Department from taking action under paragraph 8, Event of Default/Remedies and paragraph 9, Termination, of the General Provisions, Form P-37, of the Agreement.
- 3.2.22. Selected Vendor(s) will actively and regularly collaborate with the Department to enhance contract management and improve results.
- 3.2.23. Selected Vendor(s) may be required to collect and share other key data and metrics with the Department, including client-level demographic, performance, and service data, in a format specified by the Department.

### **3.3. Reporting Requirements**

- 3.3.1. Selected Vendor(s) will collect and submit the data and reports as specified in Appendix G – Reporting Requirements Calendar to the Department. Data must be de-identified and aggregated to prevent constructive identification of any individual, and must include but is not limited to:
  - 3.3.1.1. Uniform Data System (UDS) outcomes.
  - 3.3.1.2. Performance Measure outcomes.
  - 3.3.1.3. Work plan for each Enabling Service Initiative.
  - 3.3.1.4. Work Plan for each QI Project.

### **3.4. Performance Measures**

- 3.4.1. Selected Vendor(s) will report data on the Performance Measures in Appendix F at regular intervals as specified in Appendix G – Reporting Requirements Calendar, utilizing Appendix K – DTT-PC2022 Template.
- 3.4.2. Selected Vendor(s) will meet or exceed their proposed goals and objectives for the required Performance Measures in Appendix F. Should selected Vendor(s) not meet or exceed their goals, selected Vendor(s) will submit a Performance Measure Improvement Plan for each unmet Performance Measure, utilizing Appendix L – Performance Measure Outcome Report Template, at reporting intervals as specified in Appendix G – Reporting Requirements Calendar.
- 3.4.3. The Department may identify other performance measures in the resulting Agreement.



### **3.5. Compliance**

- 3.5.1. Selected Contractor(s) must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 3.5.2. Selected Contractor(s) must meet all information security and privacy requirements as set by the Department.
- 3.5.3. The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
  - 3.5.3.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Agreement, and all income received or collected by the Contractor.
  - 3.5.3.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 3.5.3.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 3.5.3.4. Medical records on each patient/recipient of services.
  - 3.5.3.5. During the term of the awarded Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this agreement and/or survive the termination of the Agreement) shall terminate, provided however, that



if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**3.5.4. Credits and Copyright Ownership**

3.5.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of *Health and Human Services*."

3.5.4.2. All written, video and audio materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

3.5.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:

3.5.4.3.1. Brochures.

3.5.4.3.2. Resource directories.

3.5.4.3.3. Protocols.

3.5.4.3.4. Guidelines.

3.5.4.3.5. Posters.

3.5.4.3.6. Reports.

3.5.4.4. The selected Contractor(s) shall not reproduce any materials produced under the contract without prior written approval from the Department.

**3.5.5. Culturally and Linguistically Appropriate Services**

3.5.5.1. The Department is committed to reducing health disparities in New Hampshire and recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, the Department is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that



commitment, the Department continuously strives to improve existing programs and services, and to bring them in line with current best practices.

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





be found in the Vendor/RFP section of the Department's website.

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

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

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

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

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

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

3.5.5.9. For guidance on completing the two steps in Appendix C, please refer to Proposer's Reference for Completing the CLAS Section of the RFP, which is posted on the Department's website. <http://www.dhhs.nh.gov/business/forms.htm>.

### 3.5.6. Audit Requirements

3.5.6.1. The Contractor must email an annual audit to [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if **any** of the following conditions exist:

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





- 3.5.6.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 3.5.6.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 3.5.6.2. If Condition A exists, the Contractor shall submit an annual **single audit** performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 3.5.6.3. If Condition B or Condition C exists, the Contractor shall submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 3.5.6.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 3.5.6.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

### 3.6. Contract Monitoring Provisions

- 3.6.1. All Vendors submitting a proposal must complete and comply with Appendix B, Contract Monitoring Provisions.
- 3.6.2. The Department will use Vendor responses to conduct a risk assessment to determine if enhanced contract monitoring is necessary if the Vendor is awarded a contract. The risk assessment will not be used to disqualify or score Proposals.



#### 4. FINANCE

##### 4.1. Financial Standards

- 4.1.1. The Department anticipates using Federal and General Funds for the resulting contract(s). The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award(s). Any selected Vendor(s) will be subject to the requirements in the Catalog of Federal Domestic Assistance (CFDA) #93.994, U.S. Department of Health and Human Services, Health Resources and Services Administration or the requirements of the selected funding source.
- 4.1.2. Funding across any and all resulting contract(s) is anticipated to be available in the amount of \$2,725,516; however, this amount is approximate and may be increased or decreased to meet the needs of the Department.

##### 4.2. DHHS Funding Formula

- 4.2.1. Proposers must complete and provide their population data utilizing Appendix H – Population Data Worksheet.
- 4.2.2. Selected Vendor(s) will be awarded a funding amount as determined by the Department's Funding Formula as specified in Appendix I – DHHS Primary Care Funding Formula Worksheet.
- 4.2.3. For the purposes of the Department's Funding Formula, the following elements will be considered:
  - 4.2.3.1. **Target Population:** Defined as the number and percent of the population who had a medical visit in Calendar Year 2021 who were women of reproductive age (15-44) and patients of all genders birth to 21 years of age.
  - 4.2.3.2. **Patients' Social Need:** Defined as the total number of patients of all ages and genders served who had a medical visit in Calendar Year 2021 and were either uninsured or on Medicaid.
  - 4.2.3.3. **Technical Score:** Defined as a Proposer's Technical Proposal score based on the Proposer's responses to the questions in Section 3. Statement of Work of this RFP, and in accordance with Section 5. Proposal Evaluation.
- 4.2.4. The data and Department Funding Formula in Appendix I will be utilized by the Department to calculate each selected Vendor(s)' contract award amount based on the following criteria:
  - 4.2.4.1. Volume of the target population served, as well as an indication of the social needs of the population (45% of calculation):
    - 4.2.4.1.1. Total volume of the target population, combined with indicator of social need, which is the total number of



patients of all ages and genders served who were either uninsured or on Medicaid.

4.2.4.2. Percentage of the population served who are representative of the MCH Target Population (30% of calculation):

4.2.4.2.1. The percentage of the population served from birth to 21 years of age combined with the percentage of women served 15-44 years of age.

4.2.4.3. Technical Proposal Score (25% of calculation):

4.2.4.3.1. A Proposer's Technical Proposal score will serve as an indication of the Proposer's capacity to increase access to integrated primary health care to the MCH Target population.

4.2.5. Upon Vendor selection and allocation of funding by the Department, selected Vendor(s) will complete and provide Budget Sheets for each State Fiscal Year of the contract period, as well as a Budget Narrative for each Budget Sheet that explains the specific line item costs in each Budget Sheet and their direct relationship to meeting the objectives of this RFP.



**5. PROPOSAL EVALUATION**

**5.1. Selection**

- 5.1.1. The Department will score Vendors’ Technical responses to the questions in Section 3. Statement of Work, using a scoring scale based on a maximum of 100 points, in accordance with Subsection 5.2. Technical Proposal Scoring.
- 5.1.2. A Vendor must receive a minimum Technical score of 70 points, of the total possible 100 points, in order to be selected for a contract award.
- 5.1.3. Vendor(s) who meet or exceed the minimum Technical score of 70 points will be selected for a contract award.
- 5.1.4. Cost Proposals are not required. The total funding award for each selected Vendor will be determined by the Department utilizing the funding formula worksheet, as specified in Section 4. Finance.

**5.2. Technical Proposal Scoring**

Vendor Questions	Points Value
5.2.1. Expanded Integrated Primary Care Services (Q1)	30 Points
5.2.2. Social Determinants of Health (Q2)	20 Points
5.2.3. Enabling Service Initiatives (Q3)	20 Points
5.2.4. Quality Improvement Projects (Q4)	20 Points
5.2.5. Staffing (Q5)	5 Points
5.2.6. Staff Development and Training Plan (Q6)	5 Points
<b>Total Technical Proposal Points Available</b>	<b>100 Points</b>



**6. PROPOSAL PROCESS**

**6.1. Contact Information – Sole Point of Contact**

6.1.1. The sole point of contact, the Contract Specialist, relative to the proposal process for this RFP, from the RFP issue date until the selection of a Proposer, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire  
 Department of Health and Human Services  
 Marsha M. Lamarre, Contract Specialist  
 Bureau of Contracts & Procurements  
 129 Pleasant Street  
 Concord, New Hampshire 03301  
 Email: [Marsha.M.Lamarre@dhhs.nh.gov](mailto:Marsha.M.Lamarre@dhhs.nh.gov)  
 Phone: 603-271-9780

6.1.2. From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the Department regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact listed in Section 6.1.1, herein. Department 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 Sole Point of Contact. Proposers may be disqualified for violating this restriction on communications.

**6.2. Procurement Timetable**

<b><u>Procurement Timetable</u></b>		
<b>(All times are according to Eastern Time. The Department reserves the right to modify these dates at its sole discretion.)</b>		
<b>Item</b>	<b>Action</b>	<b>Date</b>
1.	Release RFP	January 14, 2022
2.	Letter of Intent Submission Deadline [OPTIONAL]	January 27, 2022
3.	RFP Questions Submission Deadline	January 27, 2022 <b>2:00 PM</b>
4.	Department Response to Questions Published	February 10, 2022
5.	Proposal Submission Deadline	February 25, 2022 <b>11:59 PM</b>



### **6.3. Letter of Intent**

- 6.3.1. A Letter of Intent to submit a Proposal in response to this RFP is optional. Please submit by the date and time identified in Subsection 6.2: Procurement Timetable.
- 6.3.2. Receipt of a Letter of Intent by Department is required to receive any correspondence regarding this RFP; any RFP amendments, in the event such are produced; or any further materials on this project, including electronic files containing tables required for response to this RFP; any addenda; corrections; schedule modifications; or notifications regarding any informational meetings for Vendors; or responses to comments; or questions.
- 6.3.3. The Letter of Intent must be transmitted by email to the Contract Specialist identified in Subsection 6.1.
- 6.3.4. The Proposer is responsible for successful email transmission. The Letter of Intent must include the name, telephone number, mailing address and email address of the Vendor's designated contact. The Department will provide confirmation of receipt of the Letter of Intent if the name and email address of the person to receive such confirmation is provided by the Vendor.
- 6.3.5. Notwithstanding the Letter of Intent, Vendors remain responsible for reviewing the most updated information related to this RFP before submitting a proposal.

### **6.4. Questions and Answers**

#### **6.4.1. Proposers' Questions**

- 6.4.1.1. All questions about this RFP including, but not limited to, requests for clarification, additional information or any changes to the RFP must be made in writing, by email only, citing the RFP page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 6.1.
- 6.4.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 6.4.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 6.4.1.4. Questions must be received by the Department by the deadline given in Subsection 6.2, Procurement Timetable.

#### **6.4.2. Department Answers**

The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 6.2, Procurement Timetable. All oral answers given



are non-binding. Written answers to questions received will be posted on the Department's website at (<http://www.dhhs.nh.gov/business/rfp/index.htm> ). Vendors will be sent an email to the contact identified in the Letters of Intent indicating that the Questions and Answers have been posted on the Department's website. This date may be subject to change at the Department's discretion.

## 6.5. Exceptions

- 6.5.1. The Department will require the successful Proposer to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the RFP Question Period in Subsection 6.2. Proposers may not request exceptions to the Scope of Services or any other sections of this RFP.
- 6.5.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.
- 6.5.3. Any exceptions to the standard form contract and exhibits that are not raised by a Proposer during the RFP Question Period may not be considered. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this solicitation.

## 6.6. RFP Amendment

The Department reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Proposer questions. In the event of an amendment to the RFP, the Department, at its sole discretion, may extend the Proposal Submission Deadline. Proposers who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the Department's website.

## 6.7. Proposal Submission

- 6.7.1. Proposals must be submitted electronically to [contracts@dhhs.nh.gov](mailto:contracts@dhhs.nh.gov) and the Contract Specialist at the email address specified in Subsection 6.1.
  - 6.7.1.1. The subject line must include the following information: **RFP-2022-DPHS-19-PRIMA (email xx of xx)**.
  - 6.7.1.2. The maximum size of file attachments per email is 10 MB. Proposals with file attachments exceeding 10 MB must be submitted via multiple emails.
- 6.7.2. The Department must receive the Proposal by the time and date specified in the Procurement Timetable in Section 6 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 6.7.3. The Department will conduct an initial screening step to verify Proposer compliance with the submissions requirements of this RFP. The Department





may waive or offer a limited opportunity for a Proposer to cure immaterial deviations from the RFP requirements if it is deemed to be in the best interest of the Department.

- 6.7.4. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of the Proposals shall be at the Proposer's expense.

### **6.8. Non-Collusion**

The Proposer's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other vendors and without effort to preclude the Department from obtaining the best possible competitive proposal.

### **6.9. Collaborative Proposals**

Proposals must be submitted by one organization. Any collaborating organization must be designated as a subcontractor subject to the terms of Appendix A, P-37 General Provisions and Standard Exhibits.

### **6.10. Validity of Proposals**

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 6.2, or until the Effective Date of any resulting Contract, whichever is later.

### **6.11. Property of Department**

All material property submitted and received in response to this RFP will become the property of the Department and will not be returned to the Proposer. The Department reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.

### **6.12. Proposal Withdrawal**

Prior to the Proposal Submission Deadline specified in Subsection 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 6.1.

### **6.13. Public Disclosure**

- 6.13.1. Pursuant to RSA 21-G:37, the content of responses to this RFP must remain confidential until the Governor and Executive Council have awarded a contract. At the time of receipt of Proposals, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFP, the Department will post the name, rank or score of each Proposer. The Proposer's disclosure or distribution of the contents of its Proposal, other than to the Department, will be grounds for disqualification at the Department's sole discretion.
- 6.13.2. The content of each Proposal and addenda thereto will become public information once the Governor and Executive Council have approved a





contract. Any information submitted as part of a Proposal in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH ([www.nh.gov/transparentnh/](http://www.nh.gov/transparentnh/)). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

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

#### **6.14. Non-Commitment**

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



### **6.15. Liability**

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

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

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

### **6.17. Oral Presentations and Discussions**

The Department reserves the right to require some or all Proposers to make oral presentations of their Proposal. The purpose of the oral presentation is to clarify and expound upon information provided in the written Proposal. Proposers are prohibited from altering the original substance of their Proposals during the oral presentations. The Department will use the information gained from oral presentations to refine the technical review scores. Any and all costs associated with an oral presentation shall be borne entirely by the Proposer.

### **6.18. Successful Proposer Notice and Contract Negotiations**

- 6.18.1. If a Proposer is selected, the Department will send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Proposer(s), all submitted Proposals remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Proposer(s), the evaluation team may recommend another Proposer(s). The Department will not contact Proposer(s) that are not initially selected to enter into contract negotiations.

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

- 6.19.1. The Department reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.
- 6.19.2. If a contract is awarded, the Contractor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

### **6.20. Site Visits**

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the Proposer's location or at any other location deemed appropriate by the Department, to determine the Proposer's capacity to satisfy the terms of this RFP. The Department may also require the Proposer to produce additional documents, records, or materials relevant to determining the Proposer's capacity to satisfy the terms of this RFP. Any and all costs



associated with any site visit or requests for documents shall be borne entirely by the Proposer.

### **6.21. Protest of Intended Award**

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

### **6.22. Contingency**

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

### **6.23. Ethical Requirements**

From the time this RFP is published until a contract is awarded, no Proposer 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 Proposer that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Proposer who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting an Proposal to this RFP, or similar request for submission and every such Proposer shall be disqualified from submitting any Proposal or similar request for submission issued by any state agency. A Proposer that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

## **7. PROPOSAL OUTLINE AND REQUIREMENTS**

### **7.1. Presentation and Identification**

#### **7.1.1. Overview**

- 7.1.1.1. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work.
- 7.1.1.2. Proposals must be submitted electronically as specified in Subsection 6.7.
- 7.1.1.3. Proposers must submit a separate electronic document for the Technical Proposal and a separate electronic document for the Cost Proposal.



## **7.2. Outline and Detail**

### **7.2.1. Technical Proposal Contents – Outline**

Each Technical Proposal shall contain the following, in the order described in this section.

### **7.2.2. Technical Proposal Contents – The Transmittal Cover Letter must:**

- 7.2.2.1. Be on the Proposer's company letterhead.
- 7.2.2.2. Be signed by an individual who is authorized to bind the company to all statements, including services and prices contained in the Proposal.
- 7.2.2.3. Contain the following:
  - 7.2.2.3.1. Identify the submitting organization;
  - 7.2.2.3.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
  - 7.2.2.3.3. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
  - 7.2.2.3.4. Identify the name, title, telephone number, and email address of the person who will serve as the Vendor's representative for all matters relating to the RFP;
  - 7.2.2.3.5. Acknowledge that the Proposer has read this RFP, understands it, and agrees to be bound by its requirements;
  - 7.2.2.3.6. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications;
  - 7.2.2.3.7. Confirm that Appendix A P-37 General Provisions and Standard Exhibits has been read and is understood;
  - 7.2.2.3.8. Explicitly state that the Proposal is valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 6.2, or until the Effective Date of any resulting Contract, whichever is later; and
  - 7.2.2.3.9. Include the date that the Proposal was submitted.



7.2.3. Table of Contents

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

7.2.4. Executive Summary. A Proposer must submit an executive summary to:

- 7.2.4.1. Provide the Department with an overview of the organization and what the Vendor intends to provide;
- 7.2.4.2. Demonstrate an understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;
- 7.2.4.3. Demonstrate the overall design of the project in response to achieving the deliverables as defined in this RFP; and
- 7.2.4.4. Demonstrate familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.5. Proposal Narrative, Project Approach, and Technical Response

- 7.2.5.1. Proposers must respond to the questions in Section 3. Statement of Work. Responses must be in the same sequence and format as listed in Section 3. Statement of Work and must, at a minimum, cite the relevant section, subsection, paragraph and subparagraph number, as appropriate.
- 7.2.5.2. Proposers are encouraged, but not required to include a Word version of the proposal narrative in the electronic copy.

7.2.6. Description of Organization

- 7.2.6.1. Proposers must include in their Proposal a summary of the company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP. At a minimum, the description must include:
  - 7.2.6.1.1. General company overview;
  - 7.2.6.1.2. Ownership and subsidiaries;
  - 7.2.6.1.3. Company background and primary lines of business;
  - 7.2.6.1.4. Number of employees;
  - 7.2.6.1.5. Headquarters and satellite locations;
  - 7.2.6.1.6. Current project commitments;
  - 7.2.6.1.7. Major government and private sector clients;
  - 7.2.6.1.8. Mission Statement;
  - 7.2.6.1.9. The programs and activities of the company;



- 7.2.6.1.10. The number of people served;
  - 7.2.6.1.11. Company accomplishments;
  - 7.2.6.1.12. Reasons the company is capable of effectively completing the services outlined in the RFP; and
  - 7.2.6.1.13. All strengths considered to be assets to the company.
- 7.2.6.2. The Proposer should demonstrate the length, depth, and applicability of all prior experience in providing the requested services as well as the skill and experience of staff.
- 7.2.7. Resume of those key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this RFP.
- 7.2.8. Letters of Support
- 7.2.8.1. The Proposer must submit three (3) Letters of Support from individuals or organizations who have knowledge of the Proposer's capability to deliver services applicable to this solicitation. A letter or reference from a current Department employee will not be considered a valid Letter of Support.
  - 7.2.8.2. Each written Letter of Support must include current contact information, a description of work performed, quality of work, and dates of performance.
  - 7.2.8.3. The Department may contact the author of a Letter of Support to clarify any information.
- 7.2.9. Subcontractor Letters of Commitment (if applicable)
- The Proposer shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Proposer and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the Department. All selected Contractor(s) that indicate an intention to subcontract must submit a subcontractor's letter of commitment to the Department no later than thirty (30) days from the contract effective date. The Department will approve or reject subcontractors for this project and require the Contractor to replace subcontractors found to be unacceptable.
- 7.2.10. New Hampshire Certificate of Good Standing
- The Department requires, as applicable, every Contractor to acquire a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State in accordance with RSA 5:18-a.
- 7.2.11. Affiliations – Conflict of Interest



The Proposer must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

**7.2.12. Required Attachments**

7.2.12.1. The following are required statements that must be included with the Technical Proposal. The Proposer must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Technical Proposal.

7.2.12.1.1. Answers to questions in Section 3. Statement of Work;

7.2.12.1.2. Appendix B – Contract Monitoring Provisions;

7.2.12.1.3. Appendix C – CLAS Requirements;

7.2.12.1.4. Appendix D – Enabling Service Work Plan and Progress Report Template;

7.2.12.1.5. Appendix J – Quality Improvement Work Plan and Progress Report Template; and

7.2.12.1.6. Appendix H – Population Data Worksheet.

**8. MANDATORY BUSINESS SPECIFICATIONS**

**8.1. Contract Terms, Conditions and Liquidated Damages, Forms**

**8.1.1. Contract Terms and Conditions**

The State of New Hampshire sample contract is attached. The Proposer must agree to contractual requirements as set forth in the Appendix A, P-37 General Provisions and Standard Exhibits.

**8.1.2. Liquidated Damages**

8.1.2.1. The Department may negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.

8.1.2.2. The Department and the Vendor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Vendor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore, the parties agree that liquidated damages may be determined as part of the contract specifications.

8.1.2.3. Assessment of liquidated damages may be in addition to, and not in lieu of, such other remedies as may be available to the Department.





Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.

- 8.1.2.4. The Department may determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the Department as liquidated damages may be deducted by the Department from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the Department.

## **9. ADDITIONAL INFORMATION**

- 9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 9.2. Appendix B – Contract Monitoring Provisions**
- 9.3. Appendix C – CLAS Requirements**
- 9.4. Appendix D – Enabling Service Work Plan and Progress Report Template**
- 9.5. Appendix E – Work Plan and Progress Report Instructions**
- 9.6. Appendix F – Performance Measures**
- 9.7. Appendix G – Reporting Requirements Calendar**
- 9.8. Appendix H – Population Data Worksheet** (*editable Excel file located on RFP web page*)
- 9.9. Appendix I – DHHS Primary Care Funding Formula Worksheet** (*Excel file located on RFP web page – for reference only*)
- 9.10. Appendix J – Quality Improvement Work Plan and Progress Report Template**
- 9.11. Appendix K – DTT-PC2022 Template** – (*Excel file located on RFP web page – for reference only*)
- 9.12. Appendix L – Performance Measure Outcome Report Template** – *for reference only*



**Do Not Return****Subject:** \_\_\_\_\_

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

**AGREEMENT**

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

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

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number ( ) -	1.6 Account Number	1.7 Completion Date Select a Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel ( <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: _____			

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

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

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

Date \_\_\_\_\_

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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New Hampshire Department of Health and Human Services



Exhibit A

**REVISIONS TO STANDARD CONTRACT PROVISIONS**

**1 – Revisions to Form P-37, General Provisions**

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

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

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Exhibit A - Revisions to Standard Contract Provisions

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

Date \_\_\_\_\_

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New Hampshire Department of Health and Human Services



## EXHIBIT B

### Scope of Services

*To be drafted in accordance with the selected Vendor's proposal, as negotiated with the Department through the procurement process.*

Do Not Return

Vendor Name

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

Date \_\_\_\_\_

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New Hampshire Department of Health and Human Services



## EXHIBIT C

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### Payment Terms

*To be drafted in accordance with the selected Vendor's proposal, as negotiated with the Department through the procurement process.*

VENDOR NAME

Exhibit C

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

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Date \_\_\_\_\_

Rev. 01/08/19



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

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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Exhibit D – Certification regarding Drug Free  
 Workplace Requirements  
 Page 1 of 2

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

Date \_\_\_\_\_





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

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

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

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

Vendor Name:

\_\_\_\_\_ Date

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

**Do Not Return**



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

\_\_\_\_\_  
Date

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



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

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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**Exhibit F**

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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Vendor Name:

\_\_\_\_\_ Date

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

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

Date \_\_\_\_\_



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**Exhibit G**

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

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

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

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

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

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Exhibit G

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

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

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Date \_\_\_\_\_



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

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

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

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

Vendor Name:

\_\_\_\_\_   
Date

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

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Exhibit G

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

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

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New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Vendor Name:

\_\_\_\_\_  
Date

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

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## 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.

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

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



**Exhibit I**

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

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

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

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

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

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



**Exhibit I**

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

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

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



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**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) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services  
The State

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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New Hampshire Department of Health and Human Services  
Exhibit J

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

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

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

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

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

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

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

Contractor Name:

\_\_\_\_\_ Date

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

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

**FORM A**

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

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

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

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

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

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

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

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

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

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

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

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## New Hampshire Department of Health and Human Services



## Exhibit K

## DHHS Information Security Requirements

## A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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Exhibit K  
DHHS Information  
Security Requirements  
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Date \_\_\_\_\_



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

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR****A. Business Use and Disclosure of Confidential Information.**

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

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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

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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

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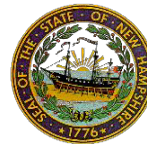
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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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

## V. LOSS REPORTING

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

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

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

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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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# Appendix B Contract Monitoring Provisions

***All vendors must complete and return pages 4 & 5, Management Questionnaire, and the required financial information as specified in Section 2.4, unless exempt.***

## **1. Definitions**

- 1.1. Department – NH Department of Health and Human Services (DHHS).
- 1.2. Vendors – non-state agency external entities with which the Department intends to enter into a legal agreement. Component units of the State shall be considered vendors (e.g., University of New Hampshire, Community College System of New Hampshire).
- 1.3. Subrecipients – vendors issued funds to provide goods or services on behalf of the Department to the public. In accordance with [2 CFR 200.331](#), characteristics which support the classification of a subrecipient include when the non-Federal entity:
  - 1.3.1. Determines who is eligible to receive what Federal assistance;
  - 1.3.2. Has its performance measured in relation to whether objectives of a Federal program were met;
  - 1.3.3. Has responsibility for programmatic decision making;
  - 1.3.4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
  - 1.3.5. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the Department.
- 1.4. Contractors – vendors issued funds to provide goods or services to the Department. In accordance with [2 CFR 200.331](#), characteristics indicative of a contractor are when the vendor:
  - 1.4.1. Provides the goods and services within normal business operations;
  - 1.4.2. Provides similar goods or services to many different purchasers;
  - 1.4.3. Normally operates in a competitive environment;
  - 1.4.4. Provides goods or services that are ancillary to the operation of the Federal program; and
  - 1.4.5. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

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

- 2.1. The Department shall identify **ALL** vendors receiving federal, general, or other funds as either a Subrecipient or a Contractor, as defined in Section 1, above and in 2 CFR 200.331.
- 2.2. The Department shall complete a risk assessment of Subrecipients to evaluate their risk of non-compliance with Federal and State statutes and regulations, as well as the terms and conditions of the contract.
- 2.3. The Department shall assess vendor programmatic risk utilizing the Management Questionnaire which addresses multiple factors that include, but are not limited to:
  - 2.3.1. Grant management experience.
  - 2.3.2. Documented history of non-performance or non-compliance.
  - 2.3.3. Audit findings.
  - 2.3.4. Recent personnel or system changes.

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- 2.3.5. Adequacy of internal controls.
- 2.4. The Department shall also assess vendor risk of financial solvency using the following Statement of Vendor's Financial Condition:
  - 2.4.1. The vendor's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered by the Department as part of the risk assessment to determine if enhanced contract monitoring is required if a contract is awarded.
  - 2.4.2. Each vendor must submit audited financial statements for the four (4) most recently completed fiscal years. If your organization has not been established long enough to have four (4) audited financial statements, please send the total number of statements generated since the inception of your organization. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles.
  - 2.4.3. Complete financial statements must include the following:
    - 2.4.3.1. Opinion of Certified Public Accountant;
    - 2.4.3.2. Balance Sheet;
    - 2.4.3.3. Income Statement;
    - 2.4.3.4. Statement of Cash Flow;
    - 2.4.3.5. Statement of Stockholder's Equity of Fund Balance;
    - 2.4.3.6. Complete Financial Notes; and
    - 2.4.3.7. Consolidating and Supplemental Financial Schedules.
  - 2.4.4. A vendor, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A vendor, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the vendor alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.
  - 2.4.5. If a vendor is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the vendor shall submit the following as part of its proposal:
    - 2.4.5.1. Uncertified financial statements; and
    - 2.4.5.2. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.
  - 2.4.6. Exemptions: The Department will not request audited financial statements from or perform Financial Risk Analyses for the following organizations:

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- 2.4.6.1. The University and Community College Systems of NH. These organizations are component units of the State which is ultimately financially liable for them.
- 2.4.6.2. Political Subdivisions, which includes counties and municipalities.

### **3. Contract Monitoring**

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

### **4. Vendor Disqualification**

- 4.1. The Department reserves the right to disqualify vendors who refuse to complete and return the Management Questionnaire on Page 4 and 5 of Appendix B, Contract Monitoring or the financial information as specified in Section 2.4.
- 4.2. In the event that the Department disqualifies a vendor from selection, the vendor shall have no right to appeal the Department's decision. Any review shall be in accordance with NH. RSA 21-G:37, IV.

# Appendix B Contract Monitoring Provisions

**Management Questionnaire for \_\_\_\_\_ (Vendor Name)**

***All vendors must complete and return this Management Questionnaire along with the required financial information in Section 2.4, unless exempt.***

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

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

\*An independent person can be any individual within an organization or an outside third party, who verifies that an expenditure made by another person, is appropriate and in accordance with the terms of the contract. For example, one person would be responsible for making a purchase or authorizing payment and a second independent person verifies that funds were spent appropriately. If you do not have an independent person, please mark "No" for Question 14.

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Job Title

\_\_\_\_\_  
Date

## APPENDIX C

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

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

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

#### **Background:**

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

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

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

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

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

## APPENDIX C

Examples of practices that may violate Title VI include:

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

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

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

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

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

## APPENDIX C

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

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

##### Considerations:

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

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

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



## APPENDIX C

<b>Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.</b>
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- |   |
|---|
| <ul style="list-style-type: none"><li>• The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed.</li><li>• When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time.</li></ul> |
|---|

<b>Factor #4 The resources available to the organization to provide effective language assistance.</b>
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- |   |
|---|
| <ul style="list-style-type: none"><li>• A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis.</li><li>• Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed;</li><li>• Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations.</li></ul> |
|---|

## APPENDIX C

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

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

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

## APPENDIX C

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

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

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

## APPENDIX C

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

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Contractor/Vendor Signature

Contractor's Representative Name/Title

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Contractor Name

Date



## Appendix D – Enabling Service Work Plan and Progress Report Template

Enabling Service Work Plan Progress Report Template Enabling Service Initiative: Project Objective:	
<p><b>July 2022 Progress Report—</b></p> <ul style="list-style-type: none"> <li>Are you on track with the Work Plan as submitted?</li> <li>Do any adjustments need to be made to the activities, evaluation plans or timeline?</li> <li>Please give a brief update on your progress in meeting the objective. If revisions need to be made to the Work Plan, please revise and resubmit to the Department for review and/or approval.</li> </ul> <p><b>Work Plan Revisions submitted:</b>  <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>January 2023 Progress Report—</b></p> <ul style="list-style-type: none"> <li>Are you on track with the Work Plan as submitted?</li> <li>Do any adjustments need to be made to the activities, evaluation plans or timeline?</li> <li>Please give a brief update on your progress in meeting your objective. If revisions need to be made to the Work Plan, please revise and resubmit to the Department for review and/or approval.</li> </ul> <p><b>Work Plan Revisions submitted:</b>  <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	

## Appendix D – Enabling Service Work Plan and Progress Report Template

<p><b>July 2023 Project Update</b>  <b>SFY23 Outcome</b>          (insert your organization’s data/outcome results here for 7/1/22-6/30/23).</p>	
<p>Did you meet your Target/Objective?</p>	<p style="text-align: center;"> <input type="checkbox"/> Yes                      <input type="checkbox"/> No         </p>
<p><b>July 2023 Project Update</b>  <b>SFY23 Narrative:</b> If met--Explain what happened during the year that contributed to the success.          If NOT met—what barriers were experienced, AND what will be done differently to meet the target over the next year.  <b>Work Plan Revisions submitted:</b>  <input type="checkbox"/> Yes                      <input type="checkbox"/> No</p>	
<p><b>July 2023 Project Update</b>  <b>SFY23 Patient Success Story:</b> Give an example of a patient or family who had a positive experience based on this enabling service/initiative being in place.</p>	
<p><b>January 2024 Progress Report:</b></p> <ul style="list-style-type: none"> <li>• Are you on track with the work plan as submitted?</li> <li>• Do any adjustments need to be made to the activities, evaluation plans or timeline?</li> <li>• Please give a brief update on your progress in meeting the objective. If revisions need to be made to your work plan, please revise and resubmit to the Department for review and/or approval.</li> </ul>	





## Appendix E – Work Plan and Progress Report Instructions

**Instructions:**

- If you have more than one objective per Enabling service or QI focus area, you are required to complete an entire Work Plan template for each separate objective. Each objective must also have its own accompanying Work Plan Progress Report (see section below).
- Each organization is required to complete and submit a minimum of 4 Work Plans and Work Plan Progress Reports. There are two separate templates provided, one for Enabling Service Work Plans (each organization submits a minimum of 2), and one template for QI Work Plans (each agency submits a minimum of 2)
  - Enabling Service Work Plans—one needs to be focused on Social Determinants of Health Screening, the other can be focused on a second enabling service of your choice, some examples of other areas of focus include: Developmental Screening, Lactation support for postpartum women, Referrals for Home Visiting for qualifying children, Implementation of ACEs Screening, Targeted Outreach to Homeless women, children and/or adolescents, Injury Prevention initiatives, Projects involving Community Health Workers, Programs to increase behavioral health integration for women and children with mental health concerns.
  - QI Work Plans—one needs to be focused on improvements with the Adolescent Well Visit Performance Measure, the second Work Plan can be focused on improvement of another performance measure of your choice, taken from the list of required performance measures in the MCH Scope of Services

**Enabling Service/QI Work Plan**

Agency Name: Place Agency Name Here

Name of Person(s) Completing Work Plan: Name and Role of persons contributing to Work Plan

**For Enabling Service Work Plans--Enabling Services Focus Area:** Social Determinants of Health Screening *(this is the area of focus for the enabling service, at least one of the two required enabling service work plans must focus on SDOH screening)*

**For QI Work Plans—MCH Performance Measure:** *One must focus on Adolescent Well Visits, the other can be on a performance measure of your choice, taken from the list of required performance measures in the MCH Scope of Services*

**Project Goal:** *(broad statement that provides overall direction for the Enabling Services Initiative, not needed for QI Measures)* **Example:** Assist patients in accessing healthcare by identifying and assisting with patient barriers related to social determinants of health

**Project Objective:** *(Objectives should be SMART-Specific, Measurable, Achievable, Realistic and Time Phased). Ideally Objectives should be stated using a clear format such as the one below:*

To increase / decrease: \_\_\_\_\_ (process/outcome)  
 from: \_\_\_\_\_ (baseline %, rate, #, etc)  
 to: \_\_\_\_\_ (goal/target %, rate, #, etc)  
 by: \_\_\_\_\_ (date, 3-6 month timeframe)  
 in: \_\_\_\_\_ (population impacted)

**Example:**

To increase screening for social determinants of health from the baseline of 55% to 75% by June 30, 2024 in all patients from birth to 21 years of age.

## Appendix E – Work Plan and Progress Report Instructions

Activities: (list as many activities as are planned to reach the Objective—a few examples are listed below)	Staff/Resources Involved (list for each activity—a few examples are listed below)	Evaluation Plans (list as needed for each activity—a few examples are listed below)	Timeline for Activity (estimated timeline for the duration of each activity—a few examples are listed below)
Fill open social work position who will be responsible for meeting with patients at intake to do SDOH screening	Human Resources to post position Social Work Supervisor to screen and interview candidates, and train candidate upon hire Communications Coordinator to post position on Social Media, website	Social Work supervisor to follow up with HR weekly until position filled	Position to be hired by July 1, 2022
Revise New Patient Workflow so that SDOH screening is included at intake with each new patient	Clinical Implementation Team to define workflow and train staff	Clinical Manager will Audit 5 intake packets per week to determine if a SDOH Screening was done, will then share findings with team and make changes to workflow as needed	August 1, 2022
Train staff to utilize SDOH screening that is embedded in EMR so that identified barriers are flagged to a Social Worker to follow up with patient	Clinical Coordinator to train staff at monthly clinical trainings IT Coordinator will assist with trainings	Clinical Coordinator and IT Coordinator will audit 10 patient charts per week to determine if identified barriers are being routed to social worker correctly	October 1, 2022
Etc	Etc	Etc	Etc

## Appendix E – Work Plan and Progress Report Instructions

Work Plan Progress Report Instructions:

Complete the sections of the Work Plan Progress Report at the intervals listed below, and as reflected in the Reporting Calendar. A Work Plan Progress report must be completed for each Project Objective.

Enabling Service/QI Work Plan Progress Report Enabling Service Initiative/QI Measure: Project Objective:	
<p><b>July 2022 Progress Report—</b></p> <ul style="list-style-type: none"> <li>• Are you on track with the work plan as submitted?</li> <li>• Do any adjustments need to be made to the activities, evaluation plans or timeline?</li> <li>• Please give a brief update on your progress in meeting your objective. If revisions need to be made to your work plan, please revise and resubmit to the Department for review and/or approval.</li> </ul> <p><b>Work Plan Revisions submitted:</b>  <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>January 2023 Progress Report—</b></p> <ul style="list-style-type: none"> <li>• Are you on track with the work plan as submitted?</li> <li>• Do any adjustments need to be made to the activities, evaluation plan or timeline?</li> <li>• Please give a brief update on your progress in meeting the objective. If revisions need to be made to</li> </ul>	

## Appendix E – Work Plan and Progress Report Instructions

<p style="text-align: center;">your work plan, please revise and resubmit.</p> <p><b>Work Plan Revisions submitted:</b>  <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>July 2023 Project Update</b>  <b>SFY23 Outcome</b> (insert your organization’s data/outcome results here for 7/1/22-6/30/23)</p>	
<p>Did you meet the Target/Objective?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>July 2023 Project Update</b>  <b>SFY23 Narrative:</b> If met--Explain what happened during the year that contributed to the success          If NOT met—what barriers were experienced, AND what will be done differently to meet the target over the next year  <b>Work Plan Revisions submitted:</b>  <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>July 2023 Project Update</b>  <b>SFY23 Patient Success Story:</b> Give an example of a patient or family who had a positive experience based on this enabling service/initiative being in place (not needed for QI measures)</p>	
<p><b>January 2024 Progress Report:</b></p> <ul style="list-style-type: none"> <li>• Are you on track with the work plan as submitted?</li> <li>• Do any adjustments need to be made to the activities, evaluation plans or timeline?</li> <li>• Please give a brief update on your progress in meeting the objective.</li> </ul>	

## Appendix E – Work Plan and Progress Report Instructions

<p>If revisions need to be made to your work plan, please revise and resubmit to the Department for review and/or approval.</p> <p><b>Work Plan Revisions submitted:</b>  <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>	
<p><b>July 2024 Project Update</b>  <b>SFY24 Outcome</b> (insert your organization's data/outcome results here for 7/1/23-6/30/24)</p>	
<p>Did you meet your Target/Objective?</p>	<p><input type="checkbox"/> Yes                      <input type="checkbox"/> No</p>
<p><b>July 2024 Project Update</b>  <b>Narrative:</b> If met--Explain what happened during the year that contributed to the success          If NOT met—what barriers were experienced, what will be done differently to meet the target over the next year</p>	
<p><b>July 2024 Project Update</b>  <b>SFY24 Patient Success Story:</b> Give an example of a patient or family who had a positive experience based on this enabling service/initiative being in place (not needed for QI Measures)</p>	



## Appendix F – Performance Measures

### 1. Definitions

- 1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:
  - 1.1.1. The calendar year, (January 1st through December 31<sup>st</sup>); or
  - 1.1.2. The state fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>).
- 1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.
- 1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set
- 1.4. **NQF** – National Quality Forum
- 1.5. **Title V** – Federal Maternal and Child Health Services Block Grant
- 1.6. **UDS** – Uniform Data System. UDS measures included below are intended to align with UDS criteria. In the event the criteria for these UDS based measures are revised during the contract period by UDS, the intention is that Contractors would accordingly go by the most up to date UDS guidance for these measures.
- 1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

### 2. NH MCHS PRIMARY CARE PERFORMANCE MEASURES

#### 2.1. **Breastfeeding**

- 2.1.1. Percent of infants who are ever breastfed (Title V PM #4).
  - 2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.
  - 2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.
  - 2.1.1.3. Denominator: All patient infants born in the measurement year.

#### 2.2. **Preventive Health: Lead Testing**

This measure will be broken down in to two age based measures, based on current NH Legislation, RSA 130-A:5-a, which requires that children be tested for lead at age 1 as well as at age 2.

##### Age 1 Measure:

- 2.2.1. Percent of children 24 months of age who had a capillary or venous blood lead test between the ages of 12-23 months (NH MCHS).



## Appendix F – Performance Measures

2.2.1.1. Numerator: All children who received at least one capillary or venous blood lead test between twelve (12) months through twenty three (23) months of age.

2.2.1.2. Denominator: All children who turned twenty-four months of age during the measurement year that had at least one (1) medical visit during the measurement year.

### Age 2 Measure

2.2.2. Percent of children 36 months of age who had a capillary or venous blood lead test between the ages of 24-36 months (NH MCHS).

2.2.2.1. Numerator: All children who received at least one capillary or venous blood lead test between twenty-four (24) through thirty-six (36) months of age.

2.2.2.2. Denominator: All children who turned 36 months of age during the measurement year that had at least one (1) medical visit during the measurement year.

### 2.3. Preventive Health: Adolescent Well-Care Visit

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit/CPE during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit/CPE during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

### 2.4. Preventive Health: Depression Screening

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool on the date of the encounter or up to 14 days prior to the date of the encounter using an age appropriate standardized depression screening tool **AND** if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.



## Appendix F – Performance Measures

- 2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.
  - 2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.
  - 2.4.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.
- 2.4.2. Maternal Depression Screening
- 2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool **AND** if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).
    - 2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool **AND** if screened positive have documented follow-up plan.
    - 2.4.2.1.2. Numerator Note: Numerator includes women who screened negative **PLUS** women who screened positive **AND** have documented follow-up plan.
    - 2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.
    - 2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.
    - 2.4.2.1.5. Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose





## Appendix F – Performance Measures

and treat depression, and/or notification of primary care provider.

### 2.5. Preventive Health: Obesity Screening

#### Adult Measure

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI during the measurement period **AND** if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: BMI  $\geq$  18.5 and  $<$  25

2.5.1.2. Numerator: Patients with BMI calculated within the measurement year or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.3. Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.4. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

#### Child/Adolescent Measure

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation **AND** who had documentation of counseling for nutrition **AND** who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year **AND** who had documentation of counseling for nutrition **AND** who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting



## Appendix F – Performance Measures

year, and were seen by the health center for the first time prior to their 17th birthday.

### 2.6. Preventive Health: Tobacco Screening

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year **AND** who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: Number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco at least one within the past twelve (12) months AND received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least two (2) medical visit during the measurement year, OR 1 preventative visit

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of pregnant women who are screened for tobacco use during each trimester in which they were enrolled **AND** who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester in which they were enrolled **AND** who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who were enrolled in the prenatal program and delivered a live birth in the measurement year.



## Appendix F – Performance Measures

- 2.7. **Screening, Brief Intervention, and Referral to Treatment (SBIRT) –Has been separated out in to two separate measures, one for adults and one for adolescents.**

### Adult Measure

- 2.7.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during any medical visit **AND** if positive, received a brief intervention or referral to services (NH MCHS).
- 2.7.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during any medical visit **AND** if positive, who received a brief intervention and/or referral to services.
- 2.7.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.
- 2.7.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

### Adolescent Measure

- 2.8.1. SBIRT – Percent of patients aged 12-17 years who were screened for substance use, using a formal valid screening tool, during any medical visit **AND** if positive, received a brief intervention or referral to services (NH MCHS).
- 2.7.1.4. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during any medical visit **AND** if positive, who received a brief intervention and/or referral to services.
- 2.7.1.5. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.
- 2.7.1.6. Denominator: All patients aged 12-17 years during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.
- 2.7.1.7. Definitions:
- 2.7.1.7.1. Substance Use: Includes any type of alcohol or drug.
- 2.7.1.7.2. Brief Intervention: Includes guidance or counseling.
- 2.7.1.7.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.



## Appendix F – Performance Measures

- 2.7.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are enrolled in the prenatal program **AND** if positive, received a brief intervention or referral to services (NH MCHS).
- 2.7.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program **AND** if positive, received a brief intervention or referral to services
- 2.7.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.
- 2.7.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

### 2.8 Developmental Screening Measure

Percent of children who reached 30 months of age by the end of the reporting period, and who were screened for autism using the M-CHAT at least once between the ages of 16-30 months (NH MCHS)

- 2.8.1. Numerator: Number of children who were screened for M-CHAT at least once between the ages of 16-30 months
- 2.8.2. Denominator: Children who turned 30 months of age during the reporting period and who had at least (1) medical visit during the measurement year

## Appendix G - Reporting Requirements Calendar

### *Maternal Child Health in the Integrated Primary Care Setting*

Due Dates	Reporting Requirements
<b>SFY 23 (July 1, 2022-June 30, 2023)</b>	
July 31, 2022	<p><b><u>SFY23 BASELINE REPORTING</u></b></p> <ul style="list-style-type: none"> <li>• Primary Care Services Performance Measure Data Trend Table (DTT) (measurement period July 1, 2021-June 30, 2022)</li> <li>• Set Agency Targets for each measure based on your organization’s baseline data. These targets will be effective with data reporting that is due in January 2023.</li> <li>• Complete July 2022 section of each Work Plan progress report (should submit a minimum of 4 Work Plan progress reports, one for each enabling service work plan objective, and one for each QI Work Plan)</li> <li>• Submit any revisions as needed to Work Plans/timelines</li> </ul>
January 31, 2023	<ul style="list-style-type: none"> <li>• Primary Care Services Performance Measure Data Trend Table (DTT) (measurement period January 1, 2022-December 31, 2022)</li> <li>• Complete January 2023 section of each Work Plan progress report (should submit a minimum of 4 Work Plan progress reports, one for each enabling service Work Plan objective, and one for each QI Work Plan)</li> <li>• Submit any revisions as needed to Work Plans/timelines</li> </ul>
March 31, 2023	<ul style="list-style-type: none"> <li>• Corrective Action Plan(s) (Performance Measures Outcome Report-PMOR) for measures not meeting targets</li> <li>• UDS Data</li> </ul>
<b>SFY 24 (July 1, 2023 – June 30, 2024)</b>	
July 31, 2023	<p><b><u>SFY23 END OF THE YEAR REPORTING</u></b></p> <ul style="list-style-type: none"> <li>• Primary Care Services Performance Measure Data Trend Table (DTT) (measurement period July 1, 2022-June 30, 2023)</li> <li>• Complete July 2023 section of each Work Plan progress report (should submit a minimum of 4 Work Plan progress reports, one for each enabling service Work Plan objective, and one for each QI Work Plan)</li> <li>• Submit any revisions as needed to Work Plans/timelines</li> </ul>
September 1, 2023	<ul style="list-style-type: none"> <li>• Corrective Action Plan(s) (Performance Measure Outcome Report) for measures not meeting targets</li> </ul>
January 31, 2024	<ul style="list-style-type: none"> <li>• Primary Care Services Performance Measure Data Trend Table (DTT) (measurement period January 1, 2023-December 31, 2023)</li> <li>• Complete January 2024 section of each Work Plan progress report (must submit a minimum of 4 Work Plan progress reports, one for</li> </ul>

# Appendix G - Reporting Requirements Calendar

## *Maternal Child Health in the Integrated Primary Care Setting*

	<p>each enabling service Work Plan objective, and one for each QI Work Plan)</p> <ul style="list-style-type: none"><li>• Submit any revisions as needed to Work Plans/timelines</li></ul>
March 31, 2024	<ul style="list-style-type: none"><li>• Corrective Action Plan (Performance Measures Outcome Report-PMOR) for measures not meeting targets</li><li>• UDS Data</li></ul>
July 31, 2024	<p><b><u>SFY24 END OF THE YEAR REPORTING</u></b></p> <ul style="list-style-type: none"><li>• Primary Care Services Performance Measure Data Trend Table (DTT) (measurement period July 1, 2023-June 30, 2024)</li><li>• Complete July 2024 section of each Work Plan progress report (should submit a minimum of 4 Work Plan progress reports, one for each enabling service Work Plan objective, and one for each QI Work Plan)</li></ul>



## Appendix J – Quality Improvement Project Work Plan and Progress Report Template

QI Work Plan Progress Report Performance Measure: Project Objective:	
<p><b>July 2022 Progress Report—</b></p> <ul style="list-style-type: none"> <li>Are you on track with the work plan as submitted?</li> <li>Do any adjustments need to be made to your activities, evaluation plans or timeline?</li> <li>Please give a brief update on your progress in meeting your objective. If revisions need to be made to your work plan, please revise and resubmit.</li> </ul> <p><b>Work Plan Revisions submitted:</b>                      ____ Yes      ____ No</p>	
<p><b>January 2023 Progress Report—</b></p> <ul style="list-style-type: none"> <li>Are you on track with the work plan as submitted?</li> <li>Do any adjustments need to be made to your activities, evaluation plans or timeline?</li> <li>Please give a brief update on your progress in meeting your objective. If revisions need to be made to your work plan, please revise and resubmit.</li> </ul> <p><b>Work Plan Revisions submitted:</b>                      ____ Yes      ____ No</p>	
<p><b>July 2023 Project Update</b></p>	



## Appendix J – Quality Improvement Project Work Plan and Progress Report Template

<b>SFY23 Outcome</b> (insert your agency's data/outcome results here for 7/1/22-6/30/23)	
Did you meet your Target/Objective?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>July 2023 Project Update</b> <b>SFY23 Narrative:</b> If met--Explain what happened during the year that contributed to the success If NOT met—what barriers were experienced, AND what will be done differently to meet the target over the next year <b>Work Plan Revisions submitted:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>January 2024 Progress Report:</b> <ul style="list-style-type: none"> <li>Are you on track with the work plan as submitted?</li> <li>Do any adjustments need to be made to your activities, evaluation plans or timeline?</li> <li>Please give a brief update on your progress in meeting your objective. If revisions need to be made to your work plan, please revise and resubmit.</li> </ul> <b>Work plan Revisions submitted:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>July 2024 Project Update</b> <b>SFY24 Outcome</b> (insert your agency's data/outcome results here for 7/1/23-6/30/24)	
Did you meet your Target/Objective?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>July 2024 Project Update</b>	

## Appendix J – Quality Improvement Project Work Plan and Progress Report Template

<p><b>SFY24 Narrative:</b> If met--Explain what happened during the year that contributed to the success If NOT met—what barriers were experienced, what will be done differently to meet the target over the next year</p>	

# Appendix L – Performance Measure Outcome Report Template

(For Reference Only)

## **Instructions for completing this Performance Measure Outcome Report (PMOR):**

**The Performance Measure Outcome Report (PMOR) is to be completed by your agency and emailed to [shari.campbell@dhhs.nh.gov](mailto:shari.campbell@dhhs.nh.gov) at the intervals specified on the Reporting Calendar.**

Please complete the Narrative and Plan for Improvement sections for any of the following measures where your agency did not meet your agency target for the reporting period (July 1, 20XX – June 30, 20XX).

Performance measures:

- Breastfeeding
- Lead Screening for 1 Year Olds
- Lead Screening for 2 Year Olds
- Adolescent well care visit
- Depression screening and follow up plan if positive screening, 12 years and older
- Maternal Depression Screening
- Adults with documented BMI and follow-up plan if BMI outside of normal range
- Children 3-17 with documented BMI, nutrition counseling and physical activity counseling
- Adult tobacco screening and cessation counseling intervention for smokers
- Prenatal Tobacco screening each trimester and cessation counseling intervention for smokers
- SBIRT, Adults
- SBIRT, Adolescents
- SBIRT, Pregnant Women
- Developmental Screening-M-CHAT

\* Note: Not met performance measures that have been addressed by your agency SFYXX Work Plan are excluded from this report. For example, the PMOR will omit Adolescent Visit measure for Primary Care Services

1. The Narrative section is to explain what happened during the year i.e. why measure was not met, what barriers/challenges your agency faced, describe any improvement activities that took place during the year to correct along the way, etc.
2. The Plan for Improvement section is to describe what steps your agency will take to achieve your agency target in SFYXX i.e. describe your strategy (PDSA), what will you plan to do differently etc.
3. Please email your completed PMOR **Shari Campbell at [shari.campbell@dhhs.nh.gov](mailto:shari.campbell@dhhs.nh.gov) by the dates indicated in the Reporting Calendar.** If you have any questions about completing this document, please contact Jannell Levine at [Jannell.E.Levine@dhhs.nh.gov](mailto:Jannell.E.Levine@dhhs.nh.gov) or 603-856-6449.

# Appendix L – Performance Measure Outcome Report Template

(For Reference Only)

Agency Name: \_\_\_\_\_ Completed by: \_\_\_\_\_

Performance Measure Name: \_\_\_\_\_

Agency Outcome: \_\_\_%

Agency Target: \_\_\_%

**Narrative for Not Meeting Target:**

**Plan for Improvement:**

Performance Measure Name: \_\_\_\_\_

Agency Outcome: \_\_\_%

Agency Target: \_\_\_%

**Narrative for Not Meeting Target:**

**Plan for Improvement:**

# Appendix L – Performance Measure Outcome Report Template

(For Reference Only)

Performance Measure Name: \_\_\_\_\_

Agency Outcome: \_\_\_%

Agency Target: \_\_\_%

**Narrative for Not Meeting Target:**

**Plan for Improvement:**

Performance Measure Name: \_\_\_\_\_

Agency Outcome: \_\_\_%

Agency Target: \_\_\_%

**Narrative for Not Meeting Target:**

**Plan for Improvement:**

# Appendix L – Performance Measure Outcome Report Template

(For Reference Only)

Performance Measure Name: \_\_\_\_\_

Agency Outcome: \_\_\_%

Agency Target: \_\_\_%

**Narrative for Not Meeting Target:**

**Plan for Improvement:**

Performance Measure Name: \_\_\_\_\_

Agency Outcome: \_\_\_%

Agency Target: \_\_\_%

**Narrative for Not Meeting Target:**

**Plan for Improvement:**

Please copy above pages/sections as needed to complete for all not met measures.