

State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS

FOR

FOOD FOR ALL

RFP-2023-DEHS-05-FOODF

RELEASE DATE: May 27, 2022

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1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division of Economic and Housing Stability (DEHS) (the Department) is seeking responses to this Request for Proposals (Solicitation) from qualified Vendor(s) to provide community outreach and enrollment assistance to New Hampshire individuals eligible for Supplemental Nutrition Assistance Program (SNAP) regarding the eligibility and application processes, and to correct misperceptions about this nutrition program in communities.

State agencies administering SNAP have the option to conduct program informational activities (outreach) to inform low-income households about the availability, eligibility requirements, application procedures and the benefits of SNAP (Section 11(e) (1) (A) of The Food and Nutrition Act of 2008, as amended).

The selected Vendor must provide a plan that qualifies for federal funding from the U.S. Department of Agriculture, Food and Nutrition Services (FNS) for the SNAP.

The Department seeks to contract with one (1) Vendor to provide statewide outreach. The selected Vendor shall ensure statewide outreach services and may utilize already established subcontracting relationships, as well as establish new subcontracting relationships if needed.

Additionally, please note that this solicitation has uniquely strong federal oversight.

1.2. Key Information

The information in the table below is as anticipated by the Department. All information is subject to change, the availability of funds, and/or approval by the Governor and Executive Council.

Contract Effective Date	October 1, 2022*	
Contract End Date	September 30, 2025	
Renewal Options	The Department may extend contracted services for up to five (5) additional years.	
Funding Source	The Department anticipates using Federal funds for resulting contract.	
	Catalog of Federal Domestic Assistance (CFDA) #	TBD
	Award Name	Food and Nutrition Service, USDA
Match Requirements	N/A	
Point of Contact	Jeremy Micah Denlea, Senior Contract Specialist jeremy.m.denlea@dhhs.nh.gov 603-271-9054	
<p>The award of a contract is subject to Food and Nutrition Services (FNS) approval of the selected Vendor and proposal.</p> <p>From the date of release of this solicitation until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Department regarding this solicitation is prohibited unless first approved by the Point of Contact listed above. Department employees have been directed not to hold conferences and/or discussions concerning this solicitation with any potential contractor during the selection process, unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating this restriction on communications.</p> <p>*Please note that the selected Vendor must not begin reimbursable operations sooner than October 1, 2022 and only after activities resulting from this solicitation are approved by FNS and subsequently by the Governor and Executive Council.</p> <p>The State Food For All Outreach Plan is due to FNS by August 15, 2022. It takes a minimum of thirty (30) days for the FNS to review the Department’s Food For All Outreach Plan. The Food For All Outreach contract will be written and approved thereafter. The selected Vendor will not be notified until FNS approval is attained.</p>		

1.3. Procurement Timetable

All times are according to Eastern Time. The Department reserves the right to modify these dates at its sole discretion.		
Item	Action	Date
1.	Solicitation Released	May 27, 2022
2.	Questions Submission Deadline	June 3, 2022 12:01 AM
3.	Department Response to Questions Published	June 17, 2022
4.	Vendor Solicitation Response Due Date	July 8, 2022 12:00 PM

1.4. Background

1.4.1. **New Hampshire Department of Health and Human Services, Division of Economic and Housing Stability (DEHS)**

The Department is responsible for promoting the health, safety, and well-being of the citizens of New Hampshire. To achieve that goal, the Department provides services for children, families, individuals, and seniors in areas such as public assistance, housing supports, mental health, developmental disabilities, substance abuse, and public health. The Department does this work through partnerships with families, community groups, providers, other state and local entities, and NH citizens.

DEHS provides assistance to families in a holistic, multi-generational and integrated approach for individuals, children and families who may be in need of an array of supports that may include but are not limited to: child care, housing, food, economic assistance, and employment assistance.

1.4.2. **Objective**

The Department is seeking one (1) qualified Vendor to provide statewide outreach and enrollment assistance for New Hampshire's SNAP program. This outreach must focus on SNAP. The Department seeks to increase enrollment of NH individuals eligible for the SNAP program.

1.4.3. **Covered Populations**

Covered populations include New Hampshire residents who are eligible for SNAP but are not active or enrolled in this program. The 2022 Federal USDA priorities (Appendix H) include targeted activities for racial diversity, higher education students, immigrants, veterans, and low-income families.

2. STATEMENT OF WORK

2.1. Scope of Services

- 2.1.1. The selected Vendor must provide SNAP outreach and enrollment activities statewide. The selected Vendor may utilize subcontractor relationships to ensure statewide coverage.
- 2.1.2. The selected Vendor must provide information and access to enrollment to New Hampshire residents and communities promoting the awareness of SNAP, including, but not limited to:
 - 2.1.2.1. Providing information regarding SNAP;
 - 2.1.2.2. Explaining eligibility requirements for SNAP;
 - 2.1.2.3. Explaining the application process for SNAP; and
 - 2.1.2.4. Dispelling myths and correcting misperceptions regarding SNAP.
- 2.1.3. The selected Vendor must provide the four (4) identified outreach activities as described in Section 2.1.4. that promote SNAP benefits. These SNAP activities are eligible for 50% reimbursement through the Department upon approval and contracting.
- 2.1.4. The selected Vendor must provide the following four (4) FNS reimbursable outreach activities statewide:
 - 2.1.4.1. Enrollment and application assistance;
 - 2.1.4.2. Assistance obtaining and submitting application verification documents on behalf of the applicant;
 - 2.1.4.3. Outreach and information dissemination in appropriate languages and locations where potentially eligible individuals reside and gather; and
 - 2.1.4.4. Conduct outreach and educational workshops with community organizations and healthcare providers at their locations.
- 2.1.5. Outreach Reinforcements Utilization
 - 2.1.5.1. The selected Vendor must include utilization of outreach reinforcements that provide educational or informational outreach messages. Reinforcement items include but are not limited to:
 - 2.1.5.1.1. Magnets.
 - 2.1.5.1.2. Pencils / pens.
 - 2.1.5.1.3. Seed packets.

- 2.1.5.1.4. Recipe cards.
- 2.1.5.1.5. Notepads.
- 2.1.5.1.6. Other reinforcements, subject to FNS approval.
- 2.1.5.2. The selected Vendor must make reinforcements available to all potentially eligible individuals regardless of whether or not they choose to apply for SNAP benefits.
- 2.1.5.3. The selected Vendor must not utilize reinforcements to incentivize people to apply for SNAP benefits.

3. Provisions to Expenses

- 3.1.1. The selected Vendor must adhere to the following allowable administrative expenses including, but not limited to:
 - 3.1.1.1. Salaries and benefits of personnel involved in outreach and administrative support;
 - 3.1.1.2. Office equipment, supplies, postage, and copying/printing costs;
 - 3.1.1.3. Development and production of outreach materials when no other appropriate materials exist;
 - 3.1.1.4. Lease or rental costs;
 - 3.1.1.5. Maintenance expenses;
 - 3.1.1.6. Other indirect costs; and
 - 3.1.1.7. Charges for related ground travel for the purpose of fulfilling the approved outreach plan objectives.
- 3.1.2. The selected Vendor must adhere to the following unallowable administrative expenses. The following activities and expenditures do not qualify for federal FNS or state reimbursement; any proposed outreach plan **may only include these activities with the Vendor's own funding source**:
 - 3.1.2.1. Radio, television, and billboard advertisements;
 - 3.1.2.2. Any agreements with foreign governments;
 - 3.1.2.3. Determining financial eligibility of a SNAP applicant(s);
 - 3.1.2.4. Activities related to authorizing retailers for Electronic Benefit Transfer (EBT);
 - 3.1.2.5. Activities that solely benefit programs other than SNAP; Activities that benefit multiple programs must be appropriately cost allocated;

- 3.1.2.6. Acting as an authorized representative for applying, or receiving SNAP benefits at issuance, or food purchasing;
 - 3.1.2.7. Transportation of clients to or from the local SNAP office or provisions of tokens, vouchers or similar items for transportation of clients to or from the local SNAP office; and
 - 3.1.2.8. Recruitment activities, defined at 7 CFR 277.4(b) as “activities designed to persuade an individual who has made an informed choice not to apply for food stamps to change his or her decision and apply.”
- 3.1.3. The selected Vendor must not include any expenditures regarding compensating staff for outreach activities based on the number of people who apply for SNAP as a result of that worker’s efforts.
 - 3.1.4. The selected Vendor must not coerce any individual into applying for SNAP.

4. Mandatory Vendor Questions

- Q1** *Please submit your implementation plan explaining the solutions for how your organization will provide all of the required activities articulated in Section 2.1.4. Please describe how you will ensure statewide coverage including the use of subcontractor(s), if applicable. Please include overarching proposal goals utilizing Specific, Measureable, Achievable, Relevant, and Timely (SMART) Goals. (125 Points)*
- Q2** *Please describe how your organization will ensure all reimbursable expenses are appropriately documented with regard to time and cost allocation of funds. How will you ensure that your organization will accurately invoice for FNS SNAP outreach activity reimbursements exclusively? Describe your ability to document and ensure costs are invoiced accurately. (25 Points)*
- Q3** *What systems, processes, and policies does your organization have in place or will you have in place to collect SNAP data? How will you staff the data collection and reporting functions needed to deliver the required data? How will your organization demonstrate the effectiveness of outreach and incorporate applicant feedback regarding the success of SNAP outreach activities, including satisfaction surveys? (25 Points)*
- Q4** *Clearly outline your organization’s experience with New Hampshire state statutes and federal FNS guidelines or requirements related to the activities listed in Section 2.1.4. (25 Points)*
- Q5** *Please describe your organization’s experience providing the following required SNAP outreach activities: enrollment and application assistance, assistance obtaining application verification documents, information dissemination in appropriate languages and locations where potentially eligible individuals reside*

and gather, and conducting outreach workshops with community organizations and healthcare providers at their locations. (50 Points)

- Q6** *How will your organization determine the various needs specific to the different targeted populations described in Section 1.4.3., Covered Populations? Please describe the methodology used to determine said population needs and examples of any previous outreach activities for the specific target population. (50 Points)*
- Q7** *How will your organization determine the various needs specific to the different geographic areas of New Hampshire? Please describe the methodology used to determine said geographic needs and examples of any previous outreach activities for specific geographic areas. Please explain how your outreach efforts will differ between rural areas and urban areas. (50 Points)*
- Q8** *Provide examples of quality improvement and reporting evaluation practices you have implemented for your organization. Additionally, what evaluation methods would your organization utilize to satisfy the Reporting Requirements in Section 4.1.? How does your organization incorporate continuous quality improvement and performance measurements into your current work? Please share two (2) examples of times that your agency has made a programmatic or organizational change designed to improve results based on data or information collected (e.g., quantitative or qualitative). For each example, please describe: (a) how the problem was identified, (b) what steps your organization took to make the improvement, and (c) the impact of these changes. (50 Points)*

4.1. Reporting

4.1.1. The selected Vendor must submit quarterly and annual reports to the Department to ensure compliance with this solicitation, which include, but are not limited to:

4.1.1.1. An Annual Report, which must include, but is not limited to:

4.1.1.1.1. **Accomplishments:** Describe the accomplishments and achievements of each of the outreach plan projects;

4.1.1.1.2. **Major Challenges and Solutions Developed:** Describe issues that affected the implementation of the outreach plan/projects and outcome such as changes in: staffing, collaborative arrangements, etc. and how these issues were resolved; and,

4.1.1.1.3. **Evaluation Methodology and Findings:** Describe the results and progress of the project relative to the established goals. Describe the effectiveness of the SNAP outreach activities.

Also, please include the types of data and information collected, how it was collected, how it was analyzed, and limitations on its use, interpretations, and conclusions.

4.1.1.2. Quarterly reports within ten (10) days following the reporting period clearly explaining the following:

4.1.1.2.1. Subcontractor Collaborations, if applicable, including:

4.1.1.2.1.1. What is working in terms of these collaborations?

4.1.1.2.1.2. What challenges is your organization facing with these collaborations?

4.1.1.2.1.3. What solutions will you implement to overcome these challenges?

4.1.1.2.2. Progress towards SMART Goals with supporting data.

4.1.1.2.3. Total number of individuals who received SNAP outreach activities as identified in Section 2.1.4.

4.1.1.2.4. Total number of individuals who received SNAP outreach activities as identified in Section 2.1.4., and subsequently submitted a SNAP application.

4.1.2. The selected Vendor may be required to provide other key data and metrics to the Department in a format specified by the Department.

4.2. Performance Measures

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

4.2.2. The Department may collect other key data and metrics from the selected Vendor, including client-level demographics, and performance and service data.

4.2.3. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract.

4.2.4. Where applicable, the selected Vendor must collect and share data with the Department in a format specified by the Department.

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5. SOLICITATION RESPONSE EVALUATION

5.1. The Department will evaluate Vendor responses to mandatory technical questions based upon the criteria and standards contained in this Solicitation and by applying the points set forth below.

TECHNICAL RESPONSE	POSSIBLE SCORE
Implementation Plan (Q1)	125 Points
Documenting Expense Allocation (Q2)	25 Points
Data Management (Q3)	25 Points
Experience with Rules & Regulations (Q4)	25 Points
Experience Providing Outreach Activities (Q5)	50 Points
SNAP Outreach with Targeted Populations (Q6)	50 Points
SNAP Outreach with NH Geography (Q7)	50 Points
Performance & Quality Improvement (Q8)	50 Points
Technical Response – Total Possible Score	400 Points

COST PROPOSAL	POSSIBLE SCORE
Budget Sheet (Appendix F)	50 Points
Program Staff List (Appendix G)	50 Points
Cost Proposal – Total Possible Score	100 Points

MAXIMUM POSSIBLE SCORE	500 Points
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6. SOLICITATION RESPONSE PROCESS

6.1. Questions and Answers

6.1.1. Vendors' Questions

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

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

Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

6.1.2. Department Answers

The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 1.3, 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.

6.2. Exceptions

- 6.2.1. The Department will require the successful Vendor 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 Question Period in Subsection 1.3. Vendors may not request exceptions to the Scope of Services or any other sections of this Solicitation.
- 6.2.2. 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 in its response to questions submitted during the Question Period.
- 6.2.3. Any exceptions to the standard form contract and exhibits that are not raised by a Vendor during the 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.

6.3. Solicitation Amendment

- 6.3.1. The Department reserves the right to amend this Solicitation by publishing any addenda, as it deems appropriate, prior to the Submission Deadline on its own initiative or in response to issues raised through Vendor questions. In the event that an addendum is published, the Department, at its sole discretion, may extend the Submission Deadline. Vendors who submitted a Letter of Intent will

receive notification of the addendum, and addendum with the amended language will be posted on the Department's website.

7. SOLICITATION RESPONSE SUBMISSION

7.1. Submission Instructions

- 7.1.1. Responses to this Solicitation must be submitted electronically via email to rfx@dhhs.nh.gov **AND to the Contract Specialist at the email address specified in Subsection 1.2.**

The subject line must include the following information:

RFP-2023-DEHS-05-FOODF (email xx of xx).

The maximum size of file attachments per email is 10 MB. Submissions with file attachments exceeding 10 MB must be sent via multiple emails.

- 7.1.2. The Department must receive submissions by the time and date specified in the Procurement Timetable in Section 1.3 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 7.1.3. The Department will conduct an initial screening step to verify Vendor compliance with the requirements of this Solicitation. The Department may waive or offer a limited opportunity for a Vendor to cure immaterial deviations from the Solicitation requirements if it is deemed to be in the best interest of the Department.
- 7.1.4. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of Solicitation Responses shall be at the Vendor's expense.

8. SOLICITATION RESPONSE REQUIREMENTS

8.1. Acceptable Solicitation Responses must offer all services identified in Section 2 - Statement of Work.

8.2. Vendors must submit a separate electronic document for the Technical Response and a separate electronic document for the Cost Proposal.

8.3. Technical Response Contents

Each Technical Response shall contain the following, in the order described in this section:

- 8.3.1. **Appendix B – Contract Monitoring Provisions**, including:
8.3.1.1. **Audited Financial Statements** (four (4) most recently completed fiscal years)
- 8.3.2. **Appendix C – CLAS Requirements**
- 8.3.3. **Appendix D – Transmittal Letter and Vendor Information**

- 8.3.4. **Appendix E – Vendor Technical Response to Mandatory Questions**
- 8.3.5. **Resumes** – Vendors must provide resumes for all key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this Solicitation. Vendors must redact all personal information from resumes.
- 8.3.6. **Project Details** – Vendors must provide the following information for their organization and all subcontractor(s) if subcontractor(s) will be utilized:
 - 8.3.6.1. Project Title (Specific Type of SNAP Outreach / Activity)
 - 8.3.6.2. Geographic Area(s) Served
 - 8.3.6.3. Target Population(s) Served
 - 8.3.6.4. SMART Goals
 - 8.3.6.5. Project Timeline(s)
 - 8.3.6.6. Description of Service(s) and Implementation
 - 8.3.6.7. Tax ID(s)
 - 8.3.6.8. Roles and Responsibilities of Vendor and Subcontractor(s), if applicable
 - 8.3.6.9. Utilization of Volunteer(s) (Yes/No)
 - 8.3.6.10. If Utilizing Volunteer(s), Specify in What Capacity
 - 8.3.6.11. Manner of Evaluation Including Data Collection and Analysis

8.4. Cost Proposal Contents

- 8.4.1. **Appendix F, Budget Sheet** – This is not a low cost award. Vendors must complete the tabs for each State Fiscal Year (July 1 through June 30 for SFY 2023, 2024, 2025, 2026) in the Appendix F, Budget Sheet. Vendors must submit an Appendix F, Budget Sheet Budget for:
 - 8.4.1.1. **Total Proposal costs**
 - 8.4.1.2. **Vendor costs**
 - 8.4.1.3. **Each Subcontractor(s) costs, if applicable**
- 8.4.2. **Appendix G, Staff List** – Vendors must complete the tabs for each State Fiscal Year (July 1 through June 30 for SFY 2023, 2024, 2025, 2026) in the Appendix G, Staff List. Vendors must submit an Appendix G, Staff List for:
 - 8.4.2.1. **Total Proposal**
 - 8.4.2.2. **Vendor**

8.4.2.3. Each Subcontractor, if applicable

- 8.4.3. **Budget Narrative** - Vendors must provide a Budget Narrative that explains the specific line item costs included in the Appendix F, Budget Sheet and their direct relationship to meeting the objectives of this Solicitation. The Budget Narrative must explain how each position included in Appendix G, Program Staff List pertains to the Solicitation Response and what activities they will perform. A Budget Narrative must be submitted for each State Fiscal Year (July 1 through June 30 for SFY 2023, 2024, 2025, 2026). Vendors must submit a Budget Narrative for:

8.4.3.1. Total Proposal

8.4.3.2. Vendor

8.4.3.3. Each Subcontractor, if applicable

9. ADDITIONAL TERMS AND REQUIREMENTS

9.1. Compliance

- 9.1.1. The selected Vendor 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.
- 9.1.2. The selected Vendor must meet all information security and privacy requirements as set by the Department.
- 9.1.3. The selected Vendor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
- 9.1.3.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the selected Vendor(s) in the performance of the resulting Contract(s), and all income received or collected by the selected Vendor(s).
- 9.1.3.2. 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.
- 9.1.3.3. During the term of the resulting Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to

the resulting Contract(s) for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the resulting Contract(s) and upon payment of the price limitation hereunder, the selected Vendor(s) and all the obligations of the parties hereunder (except such obligations as, by the terms of the resulting Contract(s) are to be performed after the end of the term of the Contract(s) and/or survive the termination of the Contract(s)) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Vendor(s) 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 selected Vendor(s).

9.1.4. Credits and Copyright Ownership

- 9.1.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the resulting Contract(s) 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*.”
- 9.1.4.2. 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.
- 9.1.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 9.1.4.3.1. Brochures.
 - 9.1.4.3.2. Resource directories.
 - 9.1.4.3.3. Protocols.
 - 9.1.4.3.4. Guidelines.
 - 9.1.4.3.5. Posters.
 - 9.1.4.3.6. Reports.
- 9.1.4.4. The selected Vendor(s) shall not reproduce any materials produced under the contract without prior written approval from the Department.

9.1.5. Culturally and Linguistically Appropriate Services

- 9.1.5.1. 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, 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, Department continuously strives to improve existing programs and services, and to bring them in line with current best practices.
- 9.1.5.2. 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.
- 9.1.5.3. 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.
- 9.1.5.4. 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.
- 9.1.5.5. Successful Contractors will be:
 - 9.1.5.5.1. 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
- 9.1.5.5.2. 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.
- 9.1.5.6. 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:
- 9.1.5.6.1. 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);
- 9.1.5.6.2. The frequency with which LEP individuals come in contact with the program, activity or service;
- 9.1.5.6.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and
- 9.1.5.6.4. The resources available to the organization to provide language assistance.
- 9.1.5.7. **Contractors are required to complete the TWO (2) steps listed in the Appendix C to this Solicitation, as part of their Solicitation Response.** 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 Solicitation Response.
- 9.1.5.8. 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>.

9.1.6. Audit Requirements

- 9.1.6.1. The selected Vendor(s) must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:
 - 9.1.6.1.1. Condition A - The selected Vendor 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.
 - 9.1.6.1.2. Condition B - The selected Vendor 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.
 - 9.1.6.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 9.1.6.2. If Condition A exists, the selected Vendor(s) 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 Vendor'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.
- 9.1.6.3. If Condition B or Condition C exists, the selected Vendor(s) shall submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 9.1.6.4. Any selected Vendor 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.
- 9.1.6.5. In addition to, and not in any way in limitation of obligations of the resulting Contract(s), it is understood and agreed by the selected Vendor(s) that the selected Vendor(s) shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the

resulting Contract(s) to which exception has been taken, or which have been disallowed because of such an exception.

9.2. Non-Collusion

The Vendor's required signature on the Appendix D – Transmittal Letter and Vendor Information submitted in response to this Solicitation 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 Solicitation Response.

9.3. Collaborative Solicitation Responses

Solicitation responses 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.

9.4. Validity of Solicitation Responses

Solicitation responses must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 1.3, or until the Effective Date of any resulting Contract, whichever is later.

9.5. Debarment

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

9.6. Property of Department

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

9.7. Solicitation Response Withdrawal

Prior to the Response Submission Deadline specified in Subsection 1.3, Procurement Timetable, a submitted Letter of Intent or Solicitation Responses may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 1.2.

9.8. Public Disclosure

9.8.1. Pursuant to RSA 21-G:37, the content of responses to this Solicitation 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 Solicitation, the Department will post the name, rank or score of each Vendor. The Vendor's disclosure or distribution of the contents of its Solicitation Response, other than to the Department, will be grounds for disqualification at the Department's sole discretion.

- 9.8.2. The content of each Solicitation Response and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a response to this Solicitation 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 Solicitation will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.
- 9.8.3. Insofar as a Vendor seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Vendor 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 Solicitation Response section the specific information the Vendor claims to be exempt from public disclosure pursuant to RSA 91-A:5. The Vendor is strongly encouraged to provide a redacted copy of their Solicitation Response.
- 9.8.4. Each Vendor 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 Vendor as confidential, the Department shall notify the Vendor 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 Vendor's responsibility and at the Vendor's sole expense. If the Vendor 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 Vendor without incurring any liability to the Vendor.

9.9. Non-Commitment

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

9.10. Liability

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

9.11. Request for Additional Information or Materials

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

9.12. Oral Presentations and Discussions

The Department reserves the right to require some or all Vendors to make oral presentations of their Solicitation Response. The purpose of the oral presentation is to clarify and expound upon information provided in the written Solicitation Response. Vendors are prohibited from altering the original substance of their Solicitation Response 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 Vendor.

9.13. Successful Vendor Notice and Contract Negotiations

If a Vendor 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 Vendor(s), all submitted Solicitation Responses remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Vendor(s), the evaluation team may recommend another Vendor. The Department will not contact Vendor(s) that are not initially selected to enter into contract negotiations.

9.14. Scope of Award and Contract Award Notice

- 9.14.1. The Department reserves the right to award a service, part of a service, group of services, or total Solicitation Response and to reject any and all Solicitation Responses in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.
- 9.14.2. 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.

9.15. Site Visits

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

of this Solicitation. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the Vendor.

9.16. Protest of Intended Award

Any challenge of an award made or otherwise related to this Solicitation shall be governed by RSA 21-G:37, and the procedures and terms of this Solicitation. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this Solicitation. In the event that any legal action is brought challenging this Solicitation 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.

9.17. Contingency

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

9.18. Ethical Requirements

From the time this Solicitation is published until a contract is awarded, no Vendor 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 a Solicitation, or similar submission. Any Vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Vendor 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 a response to this Solicitation, or similar request for submission and every such Vendor shall be disqualified from submitting any Solicitation Response or similar request for submission issued by any state agency. A Vendor 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.

9.19. Contract Terms and Conditions

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

9.20. Liquidated Damages

- 9.20.1. The Department may negotiate with the awarded Vendor to include liquidated damages in the Contract in the event any deliverables are not met.
- 9.20.2. 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.

10. APPENDICES TO THIS SOLICITATION

- 10.1. Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 10.2. Appendix B – Contract Monitoring Provisions**
- 10.3. Appendix C – CLAS Requirements**
- 10.4. Appendix D – Transmittal Letter and Vendor Information**
- 10.5. Appendix E – Technical Response to Questions**
- 10.6. Appendix F – Budget Sheet**
- 10.7. Appendix G – Program Staff List**
- 10.8. Appendix H – Guiding Data and Information**

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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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 _____

Do Not Return

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.

Do Not Return

Exhibit A - Revisions to Standard Contract Provisions

Contractor Initials _____

Date _____

Do Not Return

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 _____

Do Not Return

New Hampshire Department of Health and Human Services



EXHIBIT C

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 _____

Do Not Return

Page 1 of 1

Date _____

Rev. 01/08/19



Do Not Return
New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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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:

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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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New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: _____

Date

Name:
Title:

Do Not Return

Vendor Initials _____

Date _____



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New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

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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

6/27/14
Rev. 10/21/14

Page 1 of 2

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:

Do Not Return

Vendor Initials _____

Date _____



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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New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services
The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

Date

Do Not Return
3/2014

Contractor Initials _____

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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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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Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

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

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

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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.

Appendix B Contract Monitoring Provisions

- 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.

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

Appendix B Contract Monitoring Provisions

	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

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

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

APPENDIX C

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

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

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

APPENDIX C

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

By signing and submitting this attachment to 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.

Contractor/Vendor Signature

Contractor's Representative Name/Title

Contractor Name

Date

New Hampshire Department of Health and Human Services
Appendix D – Transmittal Letter and Vendor Information

TRANSMITTAL LETTER

Solicitation ID Number _____
Vendor Name _____
Vendor Address _____

Date of Submission _____

To whom it may concern:

We hereby submit this response to the Solicitation referenced above, in complete accordance with all conditions and specifications set forth in the Solicitation.

We attest to the fact that:

1. The Vendor has read and fully understands this Solicitation and agrees to be bound by its terms, conditions, and requirements.
2. The Vendor has read and fully understands Appendix A - Form P-37 General Provisions and Standard Exhibits.
3. The Vendor's Solicitation Response is effective for a period of 180 days from the Vendor Solicitation Response Due Date or until the Effective Date of any resulting Contract, whichever is later.
4. The prices, terms and conditions, and services in the Vendor's Solicitation Response have been established without collusion with other vendors.
5. This document is signed by a person who is authorized to legally obligate the responding Vendor.

Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers is currently debarred from performing work on any project of the federal government or the government of any state.

Authorized Signature _____
Authorized Signature (printed) _____
Title _____
Telephone _____
Email _____

New Hampshire Department of Health and Human Services
Appendix D – Transmittal Letter and Vendor Information

1. Vendor Contact Information		
Primary Point of Contact <i>Individual who will serve as the Vendor's primary contact for all other matters relating to the Solicitation.</i>	Name	
	Title	
	Email	
	Telephone	
Fiscal Contact <i>Individual who will serve as the Vendor's primary contact for fiscal matters.</i>	Name	
	Title	
	Email	
	Telephone	

2. Vendor References	
Provide the information requested below for three (3) individuals or organizations who have knowledge of your organization's capability to deliver services applicable to this Solicitation. The Department may contact references at its discretion. A current Department employee will not be considered a valid reference.	
Vendor Reference 1	
Individual/Organization Name	
Email	
Telephone	
Description of Work Complete	
Dates of Performance	
Vendor Reference 2	
Individual/Organization Name	
Email	
Telephone	
Description of Work Complete	
Dates of Performance	
Vendor Reference 3	
Individual/Organization Name	
Email	

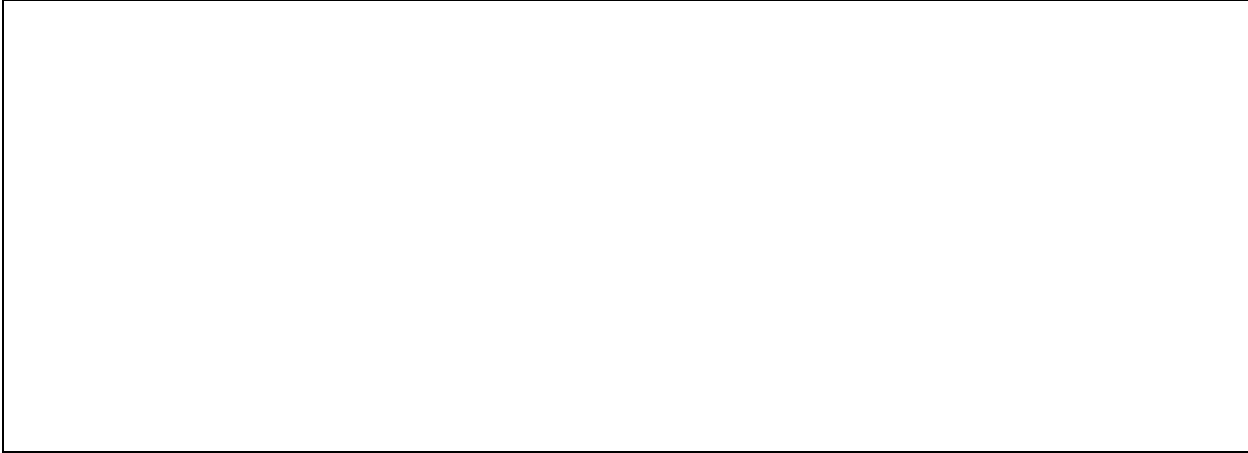
New Hampshire Department of Health and Human Services
Appendix D – Transmittal Letter and Vendor Information

Telephone	
Description of Work Complete	
Dates of Performance	

3. Affiliations – Conflict of Interest	
Does your organization have any affiliations that might result in a conflict of interest in relation to this Solicitation?	Choose an item.
a. If YES , explain the relationship(s) and how the affiliation(s) would not represent a conflict of interest.	

4. Executive Summary
<p>a. Provide a general company overview:</p> <ul style="list-style-type: none"> i. Describe the company’s management, organizational structure, and history; ownership and subsidiaries; company background and primary lines of business; headquarters and satellite locations; mission statement; and number of employees. ii. Summarize the organization’s current project commitments, as well as major government and private sector clients. iii. Summarize the organization’s programs and activities, as well as the number of people served. iv. Describe any strengths considered to be assets to the organization and notable company accomplishments. <p>b. Provide an overview of the services the Vendor intends to provide.</p> <ul style="list-style-type: none"> i. Describe the organization’s understanding of the services requested in this solicitation and any problems anticipated in accomplishing the work. ii. Summarize the overall design of the project in response to achieving the deliverables as defined in this solicitation. iii. Describe the organization’s familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services. iv. Summarize how the organization is capable of effectively completing the services outlined in the solicitation.

New Hampshire Department of Health and Human Services
Appendix D – Transmittal Letter and Vendor Information





Instructions: Provide detailed responses in the text boxes to the questions below. If additional attachments are required as specified below, submit the attachments in the order they are requested below. There is no page limit for this Appendix G – Technical Response to Questions or any associated attachments.

Vendor Name	
<p>Vendors must submit all subcontractor information with the vendor’s proposal, including, but not limited to: name, geographic coverage, target population(s) focus, roles and responsibilities in project, utilization of volunteers, tax ID, timeline and duration (quarterly, annual, ongoing, etc.) of subcontractor projects, including start and end dates (month and year).</p> <p>* Please submit a separate page of subcontractor information for each subcontractor, which may be attached to this Appendix if necessary.</p>	

1. Implementation Plan – Question 1 (125 Points)

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2. Documenting Expense Allocation – Question 2 (25 Points)

3. Data Management – Question 3 (25 Points)



4. Experience with Rules & Regulations – Question 4 (25 Points)

5. Experience Providing Outreach Activities – Question 5 (50 Points)



6. SNAP Outreach with Target Populations – Question 6 (50 Points)

7. SNAP Outreach with NH Geography – Question 7 (50 Points)



8. Performance & Quality Improvement – Question 8 (50 Points)

Budget Sheet Instructions	
Contractor Name:	Enter the Contractor's name, which must match the P-37.
Budget Request for:	Enter the name of the project/program title.
Budget Period	Enter the applicable State Fiscal Year (7/1/xx - 6/30/xx) for the budget period. A separate budget sheet must be completed for each State Fiscal Year/budget period.
Indirect Cost Rate (if applicable)	Enter the Contractor's indirect cost rate as a percentage. See 2 CRF 200.414 Indirect (F&A) Costs for more information.
Line Item	Instructions
1. Salary & Wages	Enter total salary and wage costs for personnel allocated to this agreement for the specified budget period.
2. Fringe Benefits	Enter total fringe benefits costs for personnel allocated to this agreement for the specified budget period.
3. Consultants	Enter total costs for individuals (who are not employees of the Contractor) to provide consultant services, including, but not limited to, professional expertise, training, and/or education.
4. Equipment	Enter total Equipment costs. Equipment is defined as tangible, non-expendable personal property (including exempt property) that has a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. Note all equipment costs must be excluded when calculating indirect costs.
5.(a) Supplies - Educational	Enter total Educational Supplies costs.
5.(b) Supplies - Laboratory	Enter total Laboratory Supplies costs.
5.(c) Supplies - Pharmacy	Enter total Pharmacy Supplies costs.
5.(d) Supplies - Medical	Enter total Medical Supplies costs.
5.(e) Supplies Office	Enter total Office Supplies costs.
6. Travel	Enter Travel costs, including expenses for transportation necessary to complete the required services.
7. Software	Enter Software costs.
8. (a) Other - Marketing/Communications	Enter Other - Marketing/Communications costs.
8. (b) Other - Education and Training	Enter Other - Education and Training costs.
8. (c) Other - Other	Enter Other - Other costs in the available rows below.
<i>Other (please specify)</i>	Using as many rows as needed, specify the type of Other costs (e.g. Postage) in Column A and enter the costs in column B.
9. Subrecipient Contracts	Enter total costs for Subrecipient Contracts. Note if a contractor is identified as a Subrecipient in accordance with 2 CFR § 200.331, the indirect cost rate may only be applied to the first \$25,000 of each subrecipient contract (i.e. subaward) per Appendix IV to 2 CFR 200.
Total Direct Costs	Unless the formula needs to be modified, Total Direct Costs will automatically total in this line.
Total Indirect Costs	Enter the total indirect costs (if applicable) based on the indirect cost rate percentage. Any one cost must be treated consistently as either a direct or indirect cost and cannot be charged as both. Note the indirect cost rate cannot be applied to Equipment costs. The indirect cost rate may only be applied to the first \$25,000 of each subrecipient contract (i.e. subaward).
TOTAL	TOTAL Costs will automatically total in this line.

Contractor Initials _____

New Hampshire Department of Health and Human Services						
<i>Complete one budget form for each budget period.</i>						
Contractor Name:		<i>Enter Contractor Name</i>				
Budget Request for:		<i>Food For All</i>				
Budget Period		<i>October 1, 2022 - June 30, 2023 (SFY23)</i>				
Indirect Cost Rate (if applicable)		<i>0.00%</i>				
Line Item	Public Cash (a)	Public In-Kind (b)	Private Cash (c)	Total Non-Federal Funds (d=a+b+c)	Federal Funds (e)	Total Funds (f=d+e)
1. Salary & Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(a) Supplies - Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(b) Supplies - Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(c) Supplies - Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(d) Supplies - Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(e) Supplies Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(f) Copying/Printing/Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(g) Internet/Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.(a) Long Distance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.(b) Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. (a) Other - Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. (b) Other - Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. (c) Other - Building Space	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Subrecipient Contracts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Direct Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Contractor Initials _____

Date _____

New Hampshire Department of Health and Human Services						
<i>Complete one budget form for each budget period.</i>						
Contractor Name:		<i>Enter Contractor Name</i>				
Budget Request for:		<i>Food For All</i>				
Budget Period		<i>July 1, 2023 - June 30, 2024 (SFY24)</i>				
Indirect Cost Rate (if applicable)		<i>0.00%</i>				
Line Item	Public Cash (a)	Public In-Kind (b)	Private Cash (c)	Total Non-Federal Funds (d=a+b+c)	Federal Funds (e)	Total Funds (f=d+e)
1. Salary & Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(a) Supplies - Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(b) Supplies - Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(c) Supplies - Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(d) Supplies - Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(e) Supplies Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(f) Copying/Printing/Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(g) Internet/Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.(a) Long Distance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.(b) Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. (a) Other - Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. (b) Other - Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. (c) Other - Building Space	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Subrecipient Contracts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Direct Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Contractor Initials _____

Date _____

New Hampshire Department of Health and Human Services						
<i>Complete one budget form for each budget period.</i>						
Contractor Name:		<i>Enter Contractor Name</i>				
Budget Request for:		<i>Food For All</i>				
Budget Period		<i>July 1, 2024 - June 30, 2025 (SFY25)</i>				
Indirect Cost Rate (if applicable)		<i>0.00%</i>				
Line Item	Public Cash (a)	Public In-Kind (b)	Private Cash (c)	Total Non-Federal Funds (d=a+b+c)	Federal Funds (e)	Total Funds (f=d+e)
1. Salary & Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(a) Supplies - Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(b) Supplies - Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(c) Supplies - Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(d) Supplies - Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(e) Supplies Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(f) Copying/Printing/Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(g) Internet/Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.(a) Long Distance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.(b) Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. (a) Other - Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. (b) Other - Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. (c) Other - Building Space	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Subrecipient Contracts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Direct Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Contractor Initials _____

Date _____

New Hampshire Department of Health and Human Services						
<i>Complete one budget form for each budget period.</i>						
Contractor Name:		Enter Contractor Name				
Budget Request for:		Food For All				
Budget Period		June 1, 2025 - September 30, 2025 (SFY26)				
Indirect Cost Rate (if applicable)		0.00%				
Line Item	Public Cash (a)	Public In-Kind (b)	Private Cash (c)	Total Non-Federal Funds (d=a+b+c)	Federal Funds (e)	Total Funds (f=d+e)
1. Salary & Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(a) Supplies - Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(b) Supplies - Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(c) Supplies - Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(d) Supplies - Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(e) Supplies Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(f) Copying/Printing/Materials	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.(g) Internet/Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.(a) Long Distance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6.(b) Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. (a) Other - Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. (b) Other - Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. (c) Other - Building Space	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Other (please specify)</i>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Subrecipient Contracts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Direct Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Indirect Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Contractor Initials _____

Date _____

Appendix E

Program Staff List

**New Hampshire Department of Health and Human Services
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR**

Proposal Agency Name: _____
 Program: _____
 Budget Period: October 1, 2022 - June 30, 2023 (SFY23)

A	B	C	D	F	H	J	K	L	N	O
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to SNAP Outreach	Amount for SNAP Outreach for Budget Period	Total Salary for SNAP Outreach for Budget Period	% of SNAP Outreach Salary Funded by FNS through DHHS	Benefits rate dedicated for SNAP Outreach	Benefits for SNAP Outreach	Total Salaries and Benefits for SNAP Outreach	Site*
Example: Program Coordinator	Sandra Smith	\$ 21.00	35	\$ 735.00	\$ 38,220.00	50%	20%	\$ 7,644.00	\$ 45,864.00	
Administrative Salaries				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
Total Admin. Salaries				\$ -		50%		\$ -	\$ -	
Direct Service Salaries				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
Total Direct Salaries				\$ -		50%		\$ -	\$ -	
Total Salaries by Program				\$ -		50%		\$ -	\$ -	

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.
 *Please list which site(s) each staff member works at, if your agency has multiple sites.

Appendix E

Program Staff List

**New Hampshire Department of Health and Human Services
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR**

Proposal Agency Name: _____
 Program: _____
 Budget Period: July 1, 2023 - June 30, 2024 (SFY24)

A	B	C	D	F	H	J	K	L	N	O
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to SNAP Outreach	Amount for SNAP Outreach for Budget Period	Total Salary for SNAP Outreach for Budget Period	% of SNAP Outreach Salary Funded by FNS through DHHS	Benefits rate dedicated for SNAP Outreach	Benefits for SNAP Outreach	Total Salaries and Benefits for SNAP Outreach	Site*
Example: Program Coordinator	Sandra Smith	\$ 21.00	35	\$ 735.00	\$ 38,220.00	50%	20%	\$ 7,644.00	\$ 45,864.00	
Administrative Salaries				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
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				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
Total Admin. Salaries				\$ -		50%		\$ -	\$ -	
Direct Service Salaries				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
Total Direct Salaries				\$ -		50%		\$ -	\$ -	
Total Salaries by Program				\$ -		50%		\$ -	\$ -	

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Appendix E

Program Staff List

**New Hampshire Department of Health and Human Services
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR**

Proposal Agency Name: _____
 Program: _____
 Budget Period: July 1, 2024 - June 30, 2025 (SFY25)

A	B	C	D	F	H	J	K	L	N	O
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to SNAP Outreach	Amount for SNAP Outreach for Budget Period	Total Salary for SNAP Outreach for Budget Period	% of SNAP Outreach Salary Funded by FNS through DHHS	Benefits rate dedicated for SNAP Outreach	Benefits for SNAP Outreach	Total Salaries and Benefits for SNAP Outreach	Site*
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Administrative Salaries				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
Total Admin. Salaries				\$ -		50%		\$ -	\$ -	
Direct Service Salaries				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
Total Direct Salaries				\$ -		50%		\$ -	\$ -	
Total Salaries by Program				\$ -		50%		\$ -	\$ -	

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Appendix E

Program Staff List

**New Hampshire Department of Health and Human Services
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR**

Proposal Agency Name: _____
 Program: _____
 Budget Period: June 1, 2025 - September 30, 2025 (SFY26)

A	B	C	D	F	H	J	K	L	N	O
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to SNAP Outreach	Amount for SNAP Outreach for Budget Period	Total Salary for SNAP Outreach for Budget Period	% of SNAP Outreach Salary Funded by FNS through DHHS	Benefits rate dedicated for SNAP Outreach	Benefits for SNAP Outreach	Total Salaries and Benefits for SNAP Outreach	Site*
Example: Program Coordinator	Sandra Smith	\$ 21.00	35	\$ 735.00	\$ 38,220.00	50%	20%	\$ 7,644.00	\$ 45,864.00	
Administrative Salaries				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
Total Admin. Salaries				\$ -		50%		\$ -	\$ -	
Direct Service Salaries				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
				\$ -		50%		\$ -	\$ -	
Total Direct Salaries				\$ -		50%		\$ -	\$ -	
Total Salaries by Program				\$ -		50%		\$ -	\$ -	

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 *Please list which site(s) each staff member works at, if your agency has multiple sites.

GUIDING DATA AND INFORMATION – APPENDIX H

Demographic Information: New Hampshire is home to 1,377,529 residents.¹ The majority of NH's residents identify as white, non-Hispanic/Latino; however, close to 12% (161,326 residents) identify as a person of color, and approximately 5% (59,454 residents) identify as Hispanic or Latino.² At least 8.1% of residents speak a language other than English in their homes. About 8.5% of residents identify as veterans, 92% of whom are male.³ NH has a median household income of \$77,923 – higher than national averages, and a poverty rate of 7.4%, which is lower than the national average. Among the 539,116 households in the state, 39.3% are single-parent-headed households.⁴ Among adults in NH, 27.3% have a High School or equivalent degree, and 37.6% have a bachelor's degree or higher.⁵

Food Insecurity: While NH scores high on many quality-of-life indicators, these rankings often mask the challenges many residents experience when they have disparate access to resources and, as a result, differential outcomes. At a county level, poverty rates across NH are statistically indistinguishable; Coos County had the highest estimated poverty rate of 12.8%.⁶ However, poverty estimates for children under 18 years of age vary widely. In Manchester, the state's largest city, the child poverty rate is at least 23% in 13 Census Tracts and is more than 40% in at least seven of these.⁷ In Coös County, the state's most rural region, at least one in five children lives in poverty.⁸ Data from the US Department of Agriculture indicate that the percentage of NH households that are food insecure (5.7%) is below the national average (10.7%).⁹ According to the Feeding America *Map the Meal Gap* 2019 data, there were 119,990 food-insecure people in NH (an 8.8% food insecurity rate). Among enrollees in NH's Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) program who participated in a 2021 needs assessment,¹⁰ 34.7% indicated that food insecurity is a problem.

Supplemental Nutrition Assistance Program (SNAP): Supplemental Nutrition Assistance Program (SNAP) provides nutrition benefits to supplement the food budget of needy families and seniors to purchase healthy food and move towards self-sufficiency. With SNAP, people can buy food items at grocery stores, farmers' markets, and other approved food retailers. Eligibility for SNAP is based on household size, income, expenses, and resources. Over the past three years, NH has seen a slight

¹ 2020 ACS 5-Year Estimates Data Profiles

² Ibid.

³ Ibid.

⁴ Ibid.

⁵ Ibid

⁶ <https://nhfpi.org/blog/new-hampshires-numbers-resource-inequities-by-county-and-population-group-in-2014-2018/>

⁷ <https://www.cityhealthdashboard.com/nh/manchester/metric-detail?metric=10&metricYearRange=2018%2C+5+Year+Estimate&dataRange=city>

⁸ <https://www.nhchildrenstrust.org/connect>

⁹ <https://www.ers.usda.gov/topics/food-nutrition-assistance/food-security-in-the-u-s/key-statistics-graphics/#foodsecure>

¹⁰ [https://chhs.unh.edu/sites/default/files/media/2022/02/2020-](https://chhs.unh.edu/sites/default/files/media/2022/02/2020-21_nh_needs_assessment_final_report.pdf#:~:text=New%20Hampshire%20Preschool%20Development%20Grant%20Implementation%20Year%20Needs,30%2C%202021%20National%20Center%20for%20Children%20in%20Poverty)

[21_nh_needs_assessment_final_report.pdf#:~:text=New%20Hampshire%20Preschool%20Development%20Grant%20Implementation%20Year%20Needs,30%2C%202021%20National%20Center%20for%20Children%20in%20Poverty](https://chhs.unh.edu/sites/default/files/media/2022/02/2020-21_nh_needs_assessment_final_report.pdf#:~:text=New%20Hampshire%20Preschool%20Development%20Grant%20Implementation%20Year%20Needs,30%2C%202021%20National%20Center%20for%20Children%20in%20Poverty)

reduction in residents utilizing SNAP benefits. Each month, NH served an average of 39,308 households in 2019, 38,087 in 2020, to 36,030 in 2021; approximately 40% of those served were children.¹¹ According to the NH Fiscal Policy Institute, decreases in SNAP enrollment during the pandemic indicate higher levels of under-enrollment, providing an opportunity to give more support to individuals facing food insecurity.¹² Furthermore, given the number of Granite Staters living in poverty (96,000) compared to the average SNAP enrollment (74,000), SNAP enrollment is only 30% of the total population below 200% of poverty income; outreach may help underserved populations have greater access to SNAP benefits.¹³

New Hampshire Preschool Development Grant Needs Assessment Data: The National Center for Children in Poverty (NCCP) conducted a needs assessment¹⁴ from June 2020 through June 2021 that focused on vulnerable families with children under age nine and the system of supports that serves them (B-8 system). Through surveys and focus groups, the assessment aimed to understand the perspectives of vulnerable families, including their needs and ability to access child and family services. According to survey results, 44 percent of low-income parents who do not currently receive SNAP thought this program would help their families, and more than 25% of low-income parents who do not receive WIC felt that it would be helpful to their families.

The survey and focus groups asked parents about their need for, knowledge of, and use of income supports. Parents expressed the need for assistance to cover the cost of food, housing, health insurance, and child care – needs that were exacerbated by COVID-19. Receiving food assistance, among other supports, helped many parents meet their basic needs during the pandemic. Participants in ten focus groups described positive experiences receiving WIC, especially during the pandemic. They appreciated enrolling in WIC over the phone (rather than in person), using a card instead of vouchers when purchasing food, and buying more types of food with increased flexibility. Parents who became eligible for SNAP due to the pandemic were appreciative that they could afford healthier food options for their children.

Outreach Plan Survey: The NH Department of Health and Human Services administered an online survey between February 17-March 10 to obtain input on its outreach plan to inform households with low income about a range of nutritional support programs. The 57 survey respondents included representatives from food banks/pantries/distributors, Family Resource Centers (FRC), Community Action Partnership (CAP) agencies, faith-based organizations, elder services providers, health care providers, state and local government, child care/early education providers, and substance use disorder providers. Respondents represented organizations that served older adults, adults, young children, school-age children, and teens; close to 80% served families or individuals experiencing poverty (Figure 1)

¹¹ NH Department of Health and Human Services monthly caseload assistance reports.

¹² Public Benefit Navigators Can Help Granite Staters Access Federal Assistance and Support the Economy, February 10, 2022, NH Fiscal Policy Institute

¹³ The Supplemental Nutrition Assistance Program: State Outreach to Eligible Populations, October 7, 2021, NH Fiscal Policy Institute.

¹⁴ [https://chhs.unh.edu/sites/default/files/media/2022/02/2020-](https://chhs.unh.edu/sites/default/files/media/2022/02/2020-21_nh_needs_assessment_final_report.pdf#:~:text=New%20Hampshire%20Preschool%20Development%20Grant%20Implementation%20Year%20Needs,30%2C%202021%20National%20Center%20for%20Children%20in%20Poverty)

[21_nh_needs_assessment_final_report.pdf#:~:text=New%20Hampshire%20Preschool%20Development%20Grant%20Implementation%20Year%20Needs,30%2C%202021%20National%20Center%20for%20Children%20in%20Poverty](https://chhs.unh.edu/sites/default/files/media/2022/02/2020-21_nh_needs_assessment_final_report.pdf#:~:text=New%20Hampshire%20Preschool%20Development%20Grant%20Implementation%20Year%20Needs,30%2C%202021%20National%20Center%20for%20Children%20in%20Poverty)

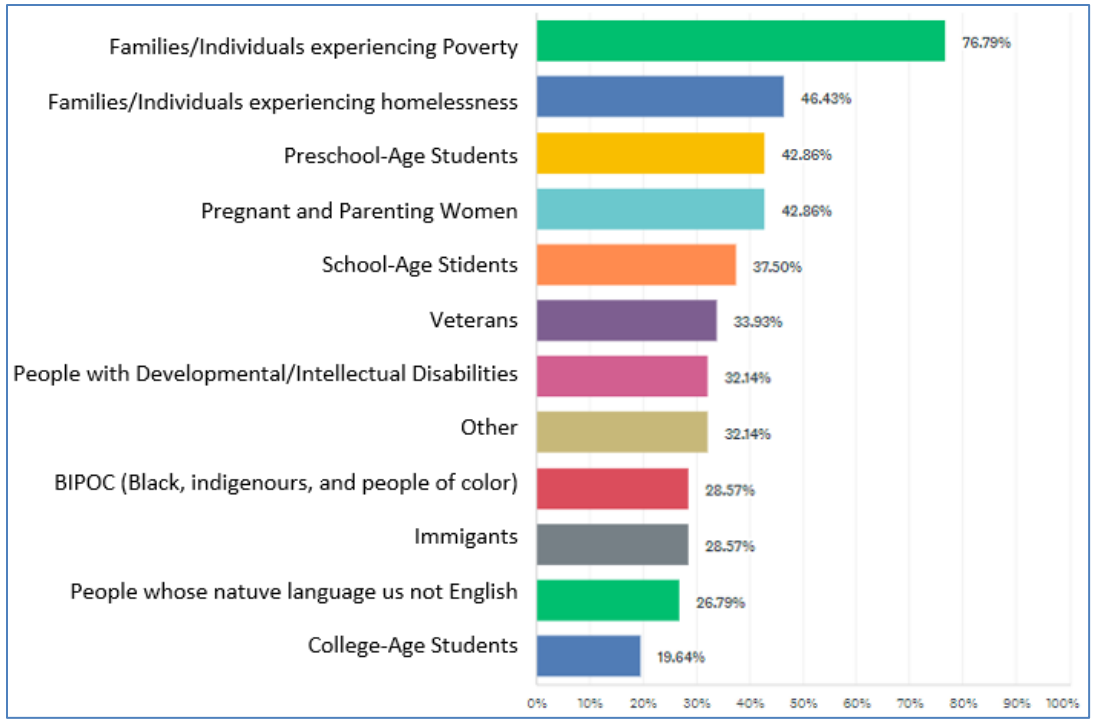


Figure 1: Primary Populations Served By Respondents

When asked which organizations they partnered with to meet the nutrition needs of individuals and families, more than 80% identified food banks and food pantries; less than half (30-47%) indicated they partnered with CAP agencies, schools, health care providers, FRCs, multi-service agencies, child care/early education providers, elder service providers, and crisis services agencies (Figure 2).

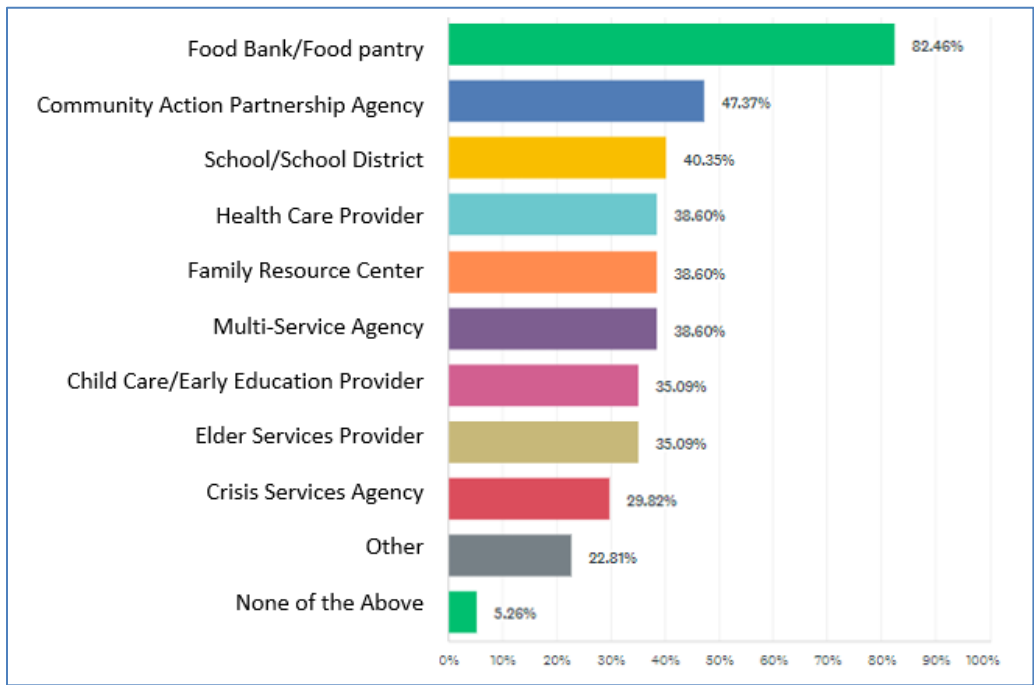


Figure 2: Partner Organizations

Figure 3 illustrates the programs respondents help people access. Close to 60% of respondents help people access SNAP, 46% help people access WIC, 30% help people access home-delivered meals, 28% help people access the Commodity Supplemental Food Program, 20% help people access the Emergency Food Assistance Program (TEFAP) or National School Lunch Program, and 16% help people access the Child and Adult Care Food Program (CACFP).

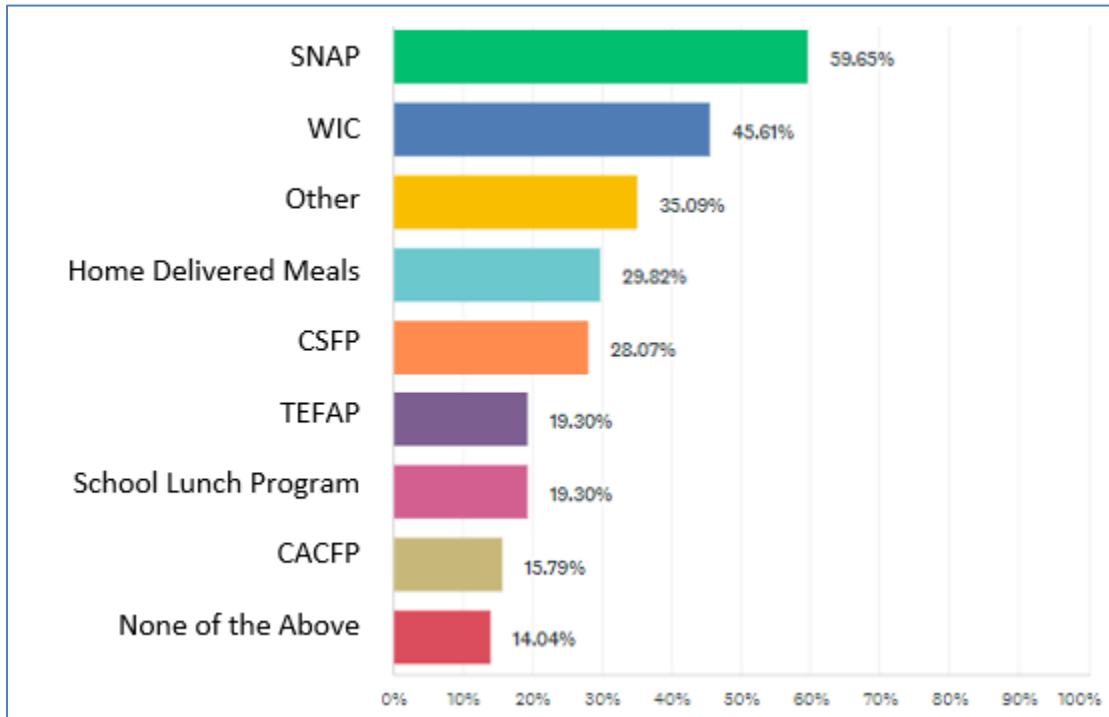


Figure 3: Programs Respondents Help People Access

As shown in Figure 4, 45% of respondents report that people learn about nutrition assistance programs through word of mouth. Other ways people learn about programs include referrals from healthcare providers, promotional materials, FRCs, food banks/pantries, and resource directories.

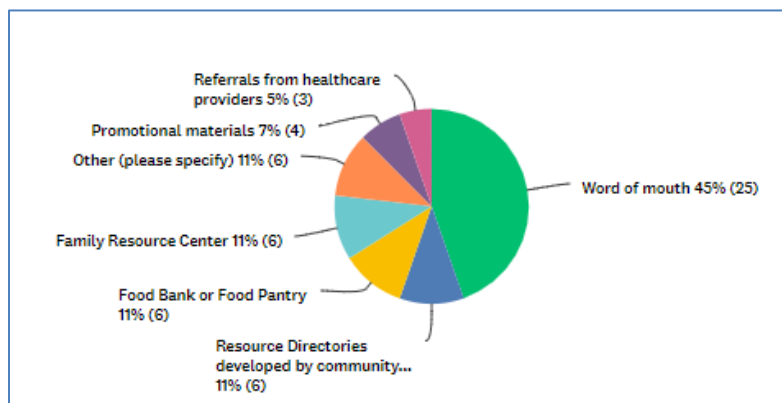


Figure 4: Ways People Learn About Programs

When asked about the barriers to eligible people not enrolling in nutrition assistance programs, more than 80% of respondents reported that people do not know if they qualify, 65% reported people are not aware of the program; 63% reported that people felt the enrollment process was difficult; 60% reported that people believe others would think less of them for using the program, 49% reported that people had a bad experience receiving or trying to get this type of assistance, and 25% reported that people had a bad experience in the grocery store trying to use this benefit (Figure 5)

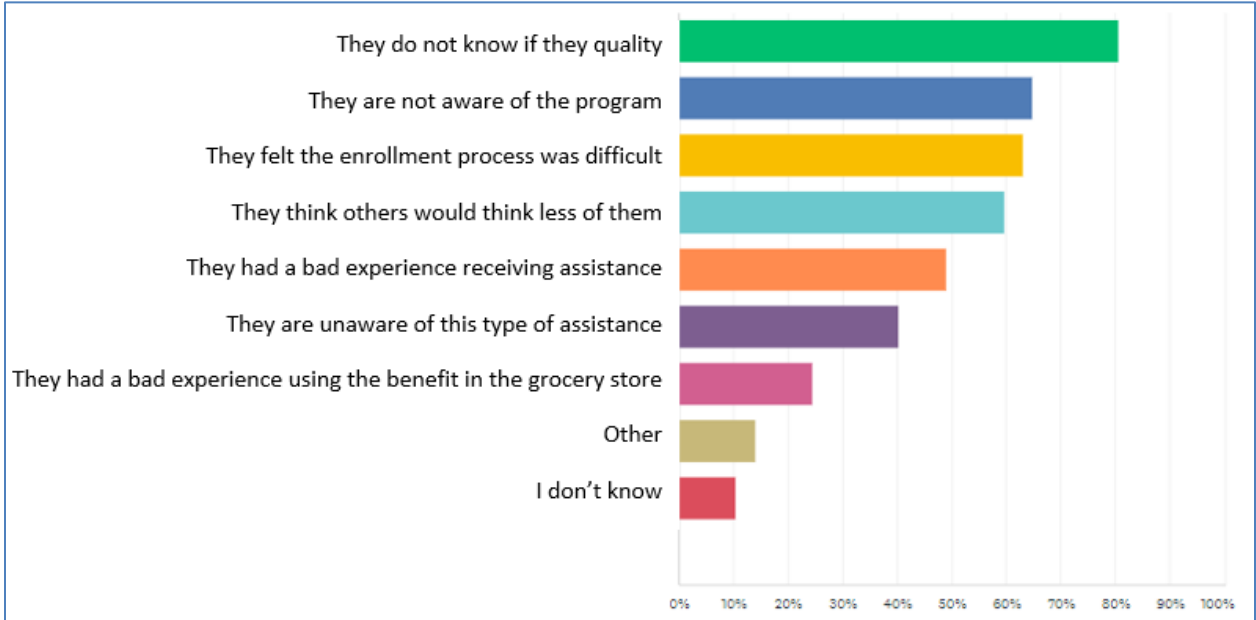


Figure 5: Perceived Barriers to Eligible People Not Enrolling in Programs

Respondents identified several outreach strategies they believe are most effective in increasing the number of people enrolled in nutrition assistance programs. More than half of respondents indicated that in-person information provided by outreach workers or case managers, referrals by healthcare providers, social media, and signage at community events or locations are the most effective strategies. Other effective strategies identified by 28-44% of respondents include printed educational materials, informational websites, train-the-trainer programs for outreach workers, and telephone information lines (Figure 6).

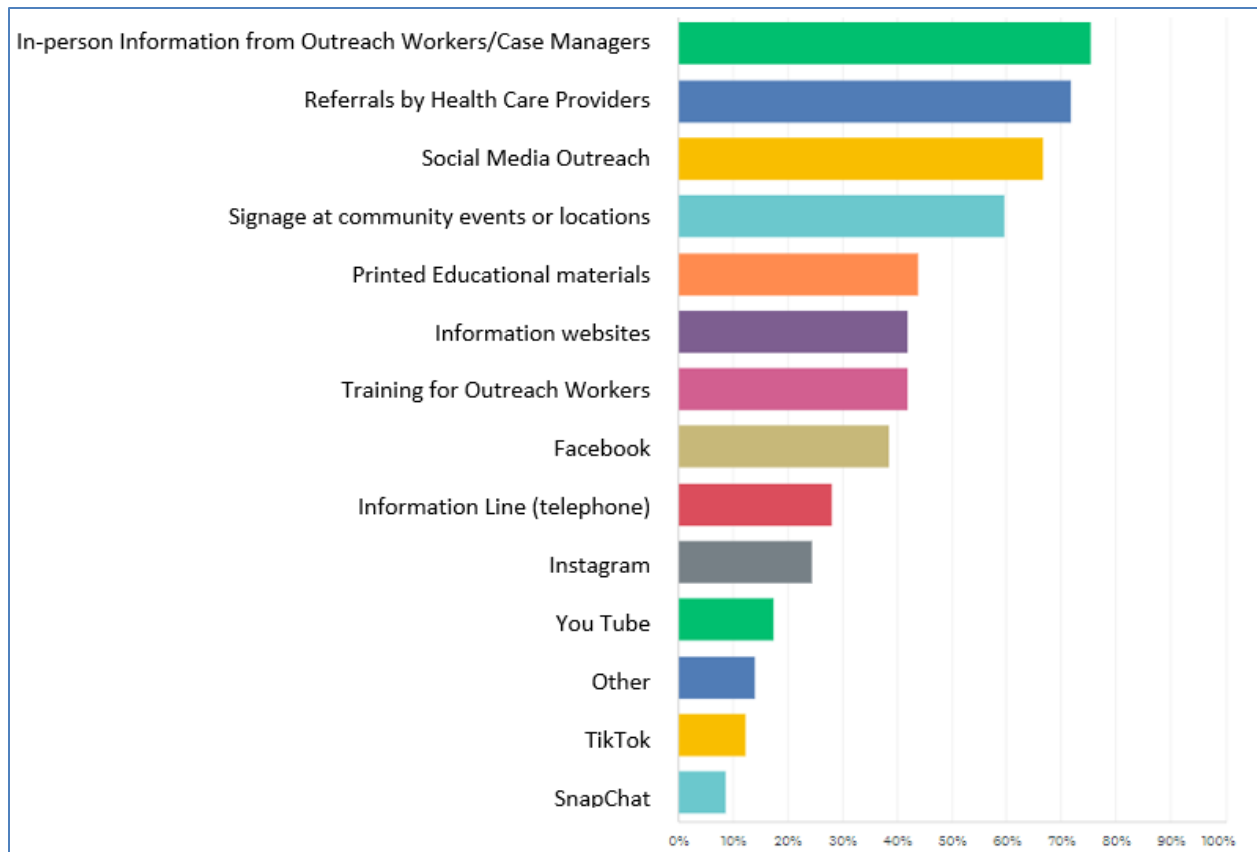


Figure 6: Effective Outreach Strategies Identified by Respondents

When conducting outreach, Respondents indicated the most important messages to include are eligibility guidelines, application and enrollment process, amount of benefits, and what can be purchased with benefits. Other messages to include are how nutrition benefits impact a person's overall health and well-being, as well as how nutrition benefits may impact other benefits, such as housing assistance or Temporary Assistance for Needy Families (TANF).

Among outreach activities, more than 64% of Respondents felt that application assistance was needed, and 35% felt that assistance obtaining application verification documents. One-quarter of respondents also felt that information dissemination, outreach during community events, and outreach workshops at community organizations are also essential outreach activities (Figure 7).

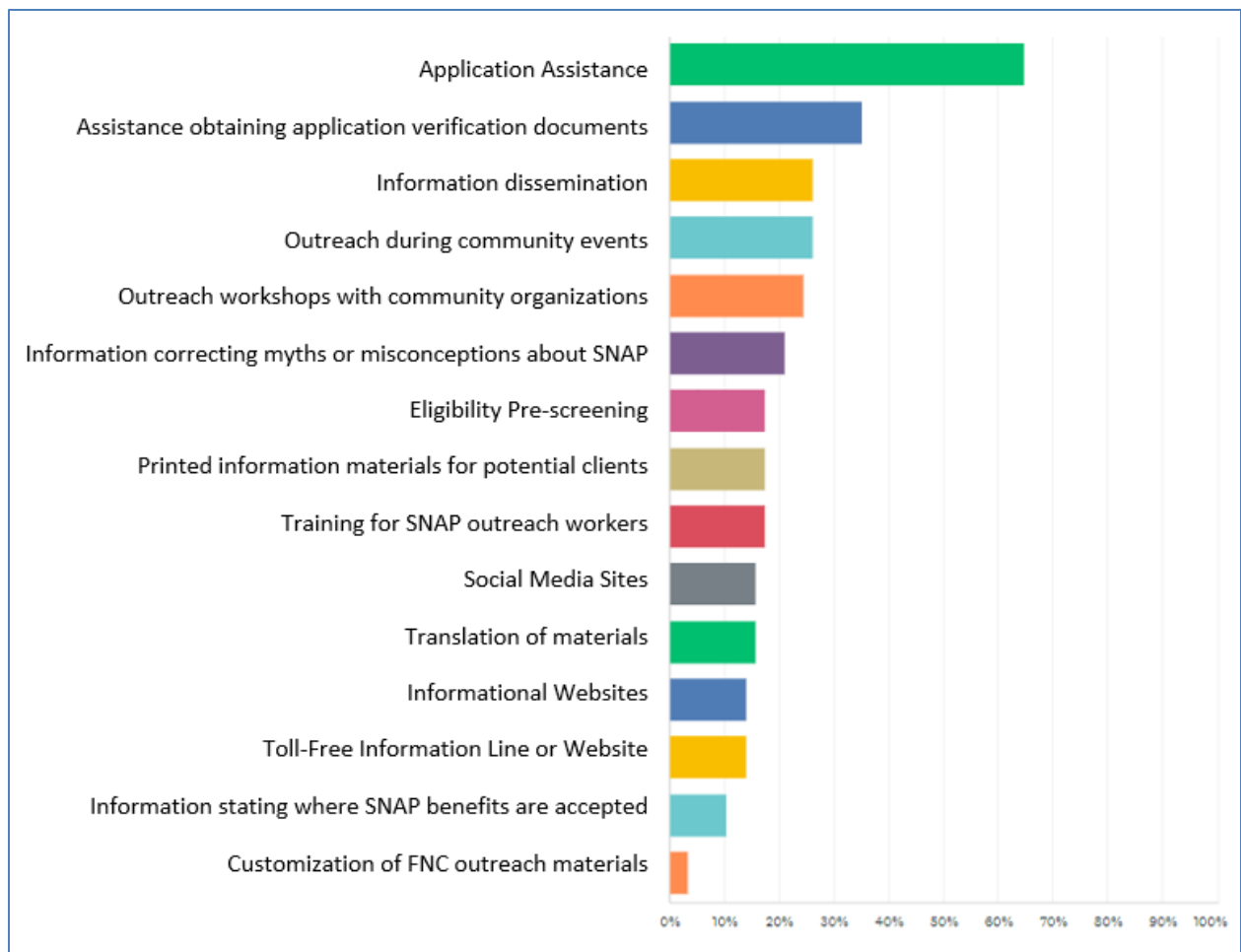


Figure 7: Outreach Activities Respondents Felt Were Important

FNS SNAP OUTREACH PRIORITY AREAS

A direct link to the FNS 2021 Outreach Priority Areas can be found at

<https://www.fns.usda.gov/snap/introduction-priority-areas-state-outreach-plans>

DATE:	June 3, 2021
SUBJECT:	Supplemental Nutrition Assistance Program (SNAP) – Introduction of Priority Areas for State Outreach Plans
TO:	All SNAP State Agencies

The Food and Nutrition Service (FNS) is committed to increasing access to the Supplemental Nutrition Assistance Program (SNAP). As the cornerstone of the nation's nutrition assistance safety net, SNAP is one of the most powerful tools available to ensure low-income people have access to healthy, affordable food. Research has shown that SNAP reduces food insecurity and lifts millions of people out of poverty each year. SNAP also aids in economic recovery during recessions. A recent USDA study found that in a slow economy, \$1 billion in additional SNAP benefits would lead to an increase of \$1.54 billion in the gross domestic product. ¹

Program informational activities, or SNAP outreach activities, are a critical tool to ensure vulnerable populations are aware of the availability, eligibility requirements, application procedures, and benefits of the SNAP program. In line with administration priorities and to ensure that all eligible households have the opportunity to access SNAP benefits, FNS has developed outreach priority areas to encourage states to target certain underrepresented or particularly vulnerable populations.

Although program participation among eligible households has increased in recent years, misunderstandings about SNAP continue to discourage some groups from applying. Additionally, while an estimated 84 percent of eligible people received SNAP benefits in fiscal year (FY) 2017, participation rates for all eligible persons vary from state to state, ranging from a low of 52 percent to a high of 100 percent. ²

FNS encourages all states to develop a SNAP outreach plan. FNS reimburses state agencies for up to 50 percent of allowable administrative costs, including outreach activities. An approved outreach plan is required to ensure that activities are eligible for reimbursement. State agencies should submit outreach plans to their FNS regional office by August 15 in order to allow sufficient time for review and approval.

FNS has developed priority areas to encourage states to target their outreach activities to certain underrepresented or particularly vulnerable populations. Although states may conduct any allowable outreach activities, FNS encourages states to pursue

partnerships and strengthen their existing outreach plans in four priority areas. The FY 2022 SNAP outreach priority areas are:

- 1. Racial equity.** The COVID-19 pandemic has exacerbated longstanding disparities in food insecurity, with black and Latino adults more than twice as likely as white adults to report that their households did not get enough to eat. ³ In alignment with the USDA's priorities to advance racial equity and reduce barriers to SNAP participation, FNS encourages states to strengthen partnerships with historically underserved communities. We encourage states to collaborate with organizations that are both located within and staffed by those from underserved communities to reach all families in all local neighborhoods.
- 2. Students.** A 2018 Government Accountability Office (GAO) report ⁴ found that students may be unaware or misinformed about their potential eligibility. For example, many individuals enrolled in institutions of higher education less than half time mistakenly believe that they are ineligible for SNAP. To meet this priority area, FNS encourages states to explore partnerships with institutions of higher education and other community partners to provide students accurate eligibility information and application assistance.
- 3. Immigrant communities and mixed status families.** Eligible non-citizen families feared applying for SNAP benefits due to the now-vacated 2019 public charge rule and longstanding misunderstanding of eligibility criteria for citizen children with non-citizen parents. According to a recent study, 10.2 percent of adults in immigrant families with children reported that they or someone in their family avoided SNAP due to fear of risking future green card status. ⁵ FNS encourages states to explore partnerships with trusted community partners that focus on immigrant populations. These partnerships can help communicate changes about the public charge rule and current policy for eligible immigrant households, in particular mixed status families, to begin restoring trust.
- 4. Veterans.** A recent survey found that 59 percent of eligible veterans were not enrolled in SNAP. ⁶ Estimates of food insecurity among veterans vary widely, with some research indicating that more than 20 percent of veterans experience food insecurity, ⁷ compared to 10.5 percent of all U.S. households. ⁸ FNS encourages states to partner with local Veterans Health Administration (VHA) facilities or other local veteran service organizations to provide eligibility information and help connect veterans to the program.

FNS encourages states to carefully consider one or more of these priority areas when analyzing state needs and developing FY 2022 outreach plans.

FNS SNAP OUTREACH GUIDANCE

A direct link to the FNS State Outreach Plan Guidance can be found at https://fns-prod.azureedge.us/sites/default/files/resource-files/SNAP_Outreach_Guide_%20July_2017.pdf