

State of New Hampshire

Department of Health and Human Services

**REQUEST FOR PROPOSALS**

FOR

Independent Clinical Review Services

RFP-2024-DMS-03-INDEP

RELEASE DATE: JANUARY 17, 2023

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1. PURPOSE AND OVERVIEW
   1. Introduction

The New Hampshire Department of Health and Human Services, Division of Medicaid Services (“Department”) is seeking responses to this Request for Proposals from qualified vendors who are accredited as an independent review organization by the Utilization Review Accreditation Commission (URAC), with demonstrated written and verbal skills to conduct independent clinical reviews of the Medicaid Preferred Drug List (PDL) as well as provide independent reviews of specialty services that may or may not be covered by Medicaid, including but not limited to:

* Access to physician clinical expertise to conduct specialty reviews of specific Medicaid cases.
* Consultation regarding medical claims reviews.
* Ability to analyze data to determine medical necessity or appropriateness of proposed treatments.
* Ability to conduct reviews of emerging experimental and investigational treatments to provide assistance with Medicaid benefits decision-making.

The New Hampshire Department of Health and Human Services (Department) anticipates awarding one (1) contract for the services in this RFP.

* 1. 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 | July 1, 2023 | |
| Contract End Date | June 30, 2026 | |
| Renewal Options | The Department may extend contracted services for up to four (4) additional years. | |
| Funding Source | The Department anticipates using Federal, General, and Other funds for resulting contract(s). | |
| Assistance Listing # | CDFA # 93.778  FAIN # 2305NH5ADM |
| Award Name | Centers for Medicare and Medicaid Services, Medical Assistance Program |
| Match Requirements | N/A | |
| Point of Contact | Erica Brisson, Contract Specialist  Erica.D.Brisson@dhhs.nh.gov  603-271-2762 | |
| 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. | | |

* 1. Procurement Timetable

|  |  |  |
| --- | --- | --- |
| All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion. | | |
| Item | Action | Date |
|  | Solicitation Released | 1/17/2023 |
|  | Letter of Intent Submission Deadline (optional) | 2/1/2023 |
|  | Questions Submission Deadline | 2/15/2023  **12:00PM** |
|  | Department Response to Questions Published | 3/1/2023 |
|  | Vendor Solicitation Response Due Date | 3/15/2023  **10:00AM** |

* 1. Background
     1. **New Hampshire Department of Health and Human Services, Division of Medicaid Services**

The Department has statutory responsibility to manage the Title XIX Medicaid program and Granite Advantage Health Care program. The Medicaid program provides a broad range of medical services, including pharmacy benefits to residents of all ages who meet the specific eligibility.

* + 1. **Objective**

In 2003, the Department implemented the NH Medicaid Pharmacy Benefit Management (PBM) Program, which included a PDL that was implemented in 2004.

State law requires independent clinical review services that meet the requirements established by Chapter 188.1 of the Laws of 2004.

This means that the decision to place a drug on the PDL must be ratified, in writing, by a physician who is board certified in the specialty that most commonly treats the disease for which the drug is prescribed or that most commonly prescribes the relevant therapeutic class of drugs.

The reviewing physician can have no financial relationship with any company managing Medicaid’s pharmacy benefits, nor can the physician be a member of the Drug Use Review Board established by the New Hampshire Medicaid program.

1. STATEMENT OF WORK
   1. Scope of Services
      1. The selected Vendor must have access to a wide variety of specialist physicians who are board certified and experienced in treating the diseases and disorders of the cases or therapies they may be requested to review. At a minimum, those specialties must include Cardiology, Dermatology, Gynecology, Internal Medicine, Ophthalmology, Pediatrics, Pulmonology, Psychiatry and Urology.
      2. The selected Vendor must provide specialty clinical review services, which may include but are not limited to:
         1. Reviews to determine whether treatments of specific drugs are medically necessary.
         2. Reviews of experimental and investigational treatments and therapies.
         3. Provisions of clinical consultations, as may be required for utilization management and other Medicaid benefit management initiatives.
         4. Reviews of drugs being considered for inclusion on the NH Medicaid Pharmacy Benefit Management Program PDL.
      3. The select Vendor must ensure the reviewing physicians:
         1. Have no financial relationship to any company managing New Hampshire’s Medicaid Pharmacy Benefits Management Program.
         2. Are not members of New Hampshire Drug Use Review Board established by the Medicaid Pharmacy Benefits Management Program.
         3. Are not currently under contract with or receiving any reimbursements from pharmaceutical manufacturers.
2. Provide your list of physicians, by specialties who are available for the specialty clinical reviews.
   * 1. The selected Vendor must complete all reviews within the timeframes as follows:
        1. Routine PDL ratification reviews within five (5) business days.
        2. Routine clinical reviews of cases within five (5) business days.
        3. Urgent clinical reviews within 24-48 hours.
        4. Emergent clinical reviews within the same business day
     2. The selected Vendor must ensure the Department has access to a wide variety of specialists that are board certified and have experience treating the diseases and disorders of the cases or therapies they may be requested to review.
3. How will you ensure access to and availability of a wide variety of specialists that are board certified and have experience treating the diseases and disorders of the cases or therapies they may be instructed to review?
   * 1. The selected Vendor must facilitate communication between the reviewing physicians and the Department, as necessary. Communication with reviewing physicians may be necessary in order for the Department to:
        1. Obtain answers to questions the Department may have about clinical reviews conducted by specialty physicians.
        2. Obtain clarifications the Department may need on clinical reviews completed by specialty physicians.
        3. Conduct follow-ups, on reviews completed by specialty physicians, as necessary.
     2. The selected Vendor must complete reviews in the timeframes listed below. The types of reviews may include, but are not limited to:
        1. Approximately 50 routine drug reviews, which must be completed within five (5) business days.
        2. Approximately 8 urgent clinical reviews, which must be completed within 24-48 hours.
        3. Approximately two (2) emergent reviews, which must be completed on the same business day they are received.
4. Provide your proposed work plan to provide timely reviews for routine, urgent, and emergent reviews. Include methods by which information will be transmitted between the Department and the physicians, which will ensure that individually identifying information remains confidential according to applicable laws and State Medicaid policy.
   * 1. The selected Vendor must issue objective written opinions and provide clear documentation on appeals, clinical decisions on treatments, and/or therapy.
     2. The selected Vendor must ensure that physician reviewers have both the appropriate scope of licensure or certification that would typically manage the medical condition, procedure, treatment, or issue under review and has current, relevant experience, and/or knowledge to render a determination for the case under review. Physician reviewers must use the following hierarchy of resources to support their recommendations:
        1. Research-Based Evidence:
           1. Meta-analysis of multiple controlled clinical trials.
           2. Experimental studies, such as well-controlled randomized clinical trials.
           3. Systematic reviews of all types of research.
           4. Multiple non-experimental studies, including descriptive, correlation, and qualitative research.
           5. Published evidence-based medicine practice guidelines, such as those published by professional organizations.
        2. Non-Research-Based Evidence:
           1. Case studies.
           2. Program evaluations, quality improvement data, or case reports.
           3. Opinions of experts (e.g., standards of practice, practice guidelines).
5. Describe your experience and capacity for providing specialty review services.
6. Provide a sample report that reflects the criteria referenced in Section 2.1.8., above.
   * 1. The selected Vendor(s) must participate in meetings with the Department as requested by the Department.

Remainder of this page intentionally left blank.

1. SOLICITATION RESPONSE EVALUATION
   1. The Department will evaluate responses from Vendors based upon the criteria and standards contained in this solicitation and by applying the points set forth below.

|  |  |
| --- | --- |
| **TECHNICAL RESPONSE** | **POSSIBLE SCORE** |
| **Staffing Plan (Q1)** | 40 Points |
|  |  |
| **Staff Accessibility (Q2)** | 15 Points |
|  |  |
| **Work Plan to Meet Timelines (Q3)** | 20 Points |
|  |  |
| **Experience & Capacity (Q4, Q5)** | 25 Points |
| **Technical Response – Total Possible Score** | 100 **Points** |

|  |  |
| --- | --- |
| **COST PROPOSAL** | **POSSIBLE SCORE** |
| **Cost Proposal Sheet (Appendix F)** | 75 Points |
|  |  |
| **Cost Proposal – Total Possible Score** | 75 **Points** |

|  |  |
| --- | --- |
| **MAXIMUM POSSIBLE SCORE** | 175 **Points** |

* 1. Cost Proposal Evaluation
     1. The **Budget Sheet** (Attachment F) will be scored based on the following equation shall be utilized in scoring each vendor’s price proposal in Appendix F, Proposed Cost Sheet:

Lowest overall cost + Offer Section Pricing/Vendor X 75 points = Points Assessed

Example: Vendor A (total amount of Cost Proposal – Appendix F) $4,000

Vendor B (total amount of Cost Proposal – Appendix F) $7,000

Vendor A: $4,000/$4,000 x75 = 75 Points Assessed to Vendor A

Vendor B: $4,000/$7,000 x 75 = 43 Points Assessed to Vendor B

1. SOLICITATION RESPONSE PROCESS
   1. Letter of Intent
      1. A Letter of Intent to submit a Response to this solicitation is optional.
      2. Receipt of the Letter of Intent by Department will be required to receive electronic notification of any solicitation amendments, in the event such are produced; any further materials on this project, including electronic files containing tables required for response to this solicitation; any addenda, corrections, or schedule modifications; notifications regarding any informational meetings for Vendors; or responses to comments or questions.
      3. The Letter of Intent must be transmitted by email to the Contract Specialist identified in Subsection 1.2 and include the name, telephone number, mailing address and email address of the Vendor’s designated contact. **Notwithstanding the Letter of Intent, Vendors remain responsible for reviewing the most updated information related to this solicitation before submitting a response.**
   2. Questions and Answers
      1. **Vendors’ Questions**
         1. 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.
         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.
         3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
         4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.
      2. **Department Responses**
         1. 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 (<https://www.dhhs.nh.gov/doing-business-dhhs/contracts-procurement-opportunities>). This date may be subject to change at the Department’s discretion.
      3. **Exceptions**
         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.
         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 Vendor questions.
         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.
   3. Solicitation Amendment
      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.
2. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS
   1. Responses to this Solicitation must be submitted electronically via email to [rfx@dhhs.nh.gov](mailto:rfx@dhhs.nh.gov) AND to the Contract Specialist at the email address specified in Subsection 1.2.
      1. The subject line must include the following information:

RFP-2024-DMS-03-INDEP (email xx of xx).

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

1. SOLICITATION RESPONSE REQUIREMENTS
   1. Acceptable solicitation responses must offer all services identified in Section 2 - Statement of Work, unless an allowance for partial scope is specifically described in Section 2.
   2. Vendors must submit a separate electronic document for the Technical Response and a separate electronic document for the Cost Proposal.
   3. Technical Response Contents

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

* + 1. **Appendix D – Transmittal Letter and Vendor Information**, including:
       1. **Vendor Code Number -** Prior to executing any resulting contract(s), the selected Vendor(s) will be required to provide a vendor code numberissued by the State of New Hampshire Department of Administrative Services upon registering as an authorized vendor with the State. Vendors are strongly encourage to provide a vendor code number in the Appendix D if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>
    2. **Appendix E – Vendor Technical Response to Mandatory Questions**
    3. **Resumes** – Vendors must provide resumes for those 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.
  1. Cost Proposal Contents
     1. **Appendix F, Cost Proposal Sheet –** Vendors must complete an Appendix F, Cost Proposal Sheet.

1. ADDITIONAL TERMS AND REQUIREMENTS
   1. 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.

* 1. 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.

* 1. 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.

* 1. 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.

* 1. 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.

* 1. 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.

* 1. Confidentiality
     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. 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.
  2. Public Disclosure
     1. The information submitted in response to this solicitation (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know laws, including 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 New Hampshire Secretary of State website (<https://sos.nh.gov/>).
     2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this solicitation should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as “CONFIDENTIAL.” Vendors must also provide a letter to the person listed as the point of contact for this solicitation, identifying the specific page number and section of the information considered to be confidential, commercial or financial and providing the rationale for each designation. Marking or designating an entire submission, attachment or section as confidential shall neither be accepted nor honored by the Department. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are “confidential.”
     3. Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the Department as not conforming to the requirements of the solicitation.
     4. Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in responses or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.
     5. Notwithstanding a Vendor’s designations, the Department is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in response to the solicitation. If a request is made to the Department to view or receive copies of any portion of the response that is marked confidential, the Department shall first assess what information it is obligated to release. The Department will then notify the Vendor that a request has been made, indicate what, if any, information the Department has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the response. To halt the release of information by the Department, a Vendor must initiate and provide to the Department, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.
     6. By submitting a response to this solicitation, Vendors acknowledge and agree that:
     7. The Department may disclose any and all portions of the response or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this solicitation;
     8. The Department is not obligated to comply with a Vendor’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and
     9. The Department may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.
  3. Electronic Posting of RFP Results and Resulting Contract
     1. At the time of receipt of responses, 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 responding Vendor. In the event that the resulting contract does not require Governor and Executive Council approval, the Agency will disclose the rank or score at least five (5) business days before final approval of the contract.
     2. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to Governor and Executive Council for approval, including contracts resulting from this solicitation, and posts those documents on its website (https://sos.nh.gov/administration/miscellaneous/governor-executive-council/). By submitting a response to this solicitation, vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this solicitation), any contract resulting from this solicitation that is submitted to Governor and Executive Council for approval will be made accessible to the public online.
  4. 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.

* 1. 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.

* 1. 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.

* 1. 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.

* 1. 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.

* 1. Scope of Award and Contract Award Notice
     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.
     2. If a contract is awarded, the selected Vendor(s) must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.
  2. 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.

* 1. 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.

* 1. Contingency

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

* 1. 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.

* 1. Liquidated Damages

The selected Vendor agrees that liquidated damages may be determined by the Department as part of the contract specifications, as failure to achieve required performance levels will more than likely substantially delay and disrupt the Department’s operations.

1. COMPLIANCE
   1. The selected Vendor(s) must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
   2. The selected Vendor(s) may be required to participate in monitoring activities for the resulting contract(s), at the sole discretion of the Department, including, but not limited to:
      1. Site visits.
      2. File reviews.
      3. Staff training.
   3. Records
      1. The selected Vendor(s) must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
         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).
         2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
         3. Statistical, enrollment, attendance or visit records for each recipient of services, which shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
         4. Medical records on each patient/recipient of services.
      2. During the term of the resulting contract(s) 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. If, upon review of the Final Expenditure Report, the Department must 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).
   4. Credits and Copyright Ownership
      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) must 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.”
      2. All written, video and audio materials produced or purchased under the contract must have prior approval from the Department before printing, production, distribution or use.
      3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
         1. Brochures.
         2. Resource directories.
         3. Protocols.
         4. Guidelines.
         5. Posters.
         6. Reports.
      4. The selected Vendor(s) must not reproduce any materials produced under the contract without prior written approval from the Department.
   5. Confidential Data
      1. The selected Vendor(s) must meet all information security and privacy requirements as set by the Department and in accordance with the Department’s Exhibit K, DHHS Information Security Requirements.
      2. The selected Vendor(s) must ensure any staff and/or volunteers involved in delivering services through the resulting contract(s) sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department’s Exhibit K, The selected Vendor(s) must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor(s) must provide attestations upon Department request.
      3. Upon request, the selected Vendor(s) must allow the Department to conduct a Privacy Impact Assessment (PIA) of its system if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the selected Vendor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
         1. How PII is gathered and stored;
         2. Who will have access to PII;
         3. How PII will be used in the system;
         4. How individual consent will be achieved and revoked; and
         5. Privacy practices.
      4. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.
   6. Audit Requirements
      1. The selected Vendor(s) must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
         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.
         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.
         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.
      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.
      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 selected Vendor’s fiscal year.
      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 Vendor is high-risk.
      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.
2. APPENDICES TO THIS SOLICITATION
   1. Appendix A – Form P-37 General Provisions and Standard Exhibits
   2. Appendix B - RESERVED
   3. Appendix C – RESERVED
   4. Appendix D – Transmittal Letter and Vendor Information
   5. Appendix E – Technical Response to Questions
   6. Appendix F – Cost Proposal Sheet