



STATE OF NEW HAMPSHIRE

Department of Health and Human Services

Closed Loop Referral

Office of the Commissioner

RFP-2024-OCOM-02-CLOSE

Contract Effective Date	Upon Governor and Executive Approval
Contract End Date	September 30, 2029
Renewal Options	The State may extend contracted services for up to five (5) additional years.
Point of Contact	Allison Goodwin, Administrator Allison.M.Goodwin@dhhs.nh.gov 603-271-9391

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 State regarding this solicitation is prohibited unless first approved by the Point of Contact listed above. State 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.

**STATE OF NEW HAMPSHIRE
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
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SECTION 1 – OVERVIEW AND SCHEDULE OF EVENTS

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1.1. Executive Summary

1.1.1.1 Introduction

This Request for Proposal (RFP) is published to solicit proposals for a closed loop referral solution, meaning a system that will enhance care coordination for those clients providing informed consent by enabling health care and community service providers to connect on a single statewide technology platform, in accordance with RSA 126-A:4. The Closed Loop Referral Solution will seamlessly improve and track the referral process between health care providers and social services, and to facilitate and promote utilization of the platform by health care providers and clients through marketing and community engagement.

This is a joint project between the New Hampshire Department of Health and Human Services and the Department of Military Affairs and Veterans Services (DMAVS), herein collectively referred to as “State”.

The mission of the State of New Hampshire Department of Health and Human Services is to join communities, clients, and families in providing opportunities for citizens to achieve health and independence. To meet this mission, the State has created many programs and services accompanied by several standalone technological advancements for administration of the services and programs it provides or oversees, such as: Electronic Medical Records solutions Case Management solutions, and information and referral solutions to address the needs of individuals, communities and providers. Use of technology has improved the way the State and many organizations that serve the NH population conduct their internal and daily operations. As the State embraces health and human service coordination, the goal is to implement technologies that can effectively maintain the privacy and security of individual’s data while allowing the State to oversee and support the health and human service needs of the individuals.

This RFP encompasses an integrated approach that considers key partnering organizations, their existing resources and needs relative to connecting individuals to services, and technology functionality needed to support health and human services across public , private and non-profit sectors including but not limited to: Behavioral Health, Long Term Supports and Services, Economic Stability, Public Health, Hospitals, Children, Youth and Families, Medicaid, IMD 1115 Demonstration Waiver, Rapid Response Access Point and Rapid Response Mobile Crisis Services, Mission Zero, Event Notification, Military Affairs and Veterans Services, Public Health Networks, Community Based Organizations, 211 Services and related information and referral resource providers. There is a need to update and continue to improve technology, including how different technological solutions interface with each other, to ensure the success of joint or collaborative ventures and maximize support for State services and programs that affect citizens’ lives. Outdated systems and technology could result in adverse outcomes to clients and families due to healthcare misalignment and delays in delivery of essential services to individuals in immediate need. A closed-loop referral solution operated with client consent, and agreements of participating network providers, combined with effective workflows, interfaces and interoperability, will provide citizens with an entire network of care and service providers, and allow these providers insights into the services elsewhere available in NH to support the individual’s unmet needs.

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1.1.2.1 Project Overview/Justification:

In New Hampshire, providers understand that a client’s health is impacted by where they live, work, and learn. This means providers need to take a holistic view of the client’s health including housing, food security, education and employment, which have a major impact on the client’s well-being and quality of life. In order to help NH’s most vulnerable clients, the State recognized that better communication of available services to clients and efficient connection among providers is essential to serve the whole person and family to achieve better health outcomes. Additionally, the State identified a need to see aggregate level data in order to better drive State decision-making, identify gaps and solutions capacity, inform policy, and funding decisions. For these reasons, the closed loop referral solution must result in workflows, interfaces and interoperability that effectively integrate with the State’s vision and strategy for achieving enterprise-wide interoperability, inclusive of the State’s planned Medicaid Management Information System (MMIS) Integrator. The closed loop referral solution will lead to:

- Better health outcomes
- Informed policy decisions
- Reduced burden for clients and providers
- Efficient delivery of services to clients

1.1.3.1 Goals and Objectives:

The goal of the closed loop referral solution project is to provide engagement and referral management to the community, as well as a technology solution to streamline the healthcare process. This project will encompass requirements for building a closed loop referral solution to include treatment location services; real-time service availability; multilingual services; technical assistance; training; State supported call center and State supported service/information and referral access points; State administered care traffic coordination functionality to coordinate and facilitate individual’s access to inpatient psychiatric beds needed on an emergency basis; and integrations with various other programs and services to meet whole-person needs. The project envisions the alignment of community engagement, GPS-informed location service for deployment of mobile crisis services, referral submission, management and follow-up within and among State-sponsored Medicaid recipients, elderly adult care, acute psychiatric care, housing supports, services to children and families, substance misuse services, mental health, public health and Military Affairs and Veterans Services, and community-based health and human service providers.

With the goal of streamlining participant consent, and referral processes connecting clients to health care facilities and community-based organizations, statewide, the State is seeking a solution that will integrate with other NH resource directories and leverage their existing databases, so that all resources can be found in the same place, reducing redundancy and allowing for all care coordination efforts to be tracked in one, centralized platform. The goals of utilizing the solution include:

- Improving the well-being and health outcomes of clients across New Hampshire through improved care coordination.
- Facilitating timely transitions to physical, behavioral, emotional, human and social services through an integrated solution while respecting participant choice and supporting a whole person family approach to participant needs.

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- Improving the ability to identify solutions’ strengths and opportunities to address gaps and make data informed strategic decisions through improved, real-time analytics.
- Expediting the referral process through technologies that protect the confidentiality and privacy of clients.
- Designing and implementing interoperability standards and effective workflows that New Hampshire providers can leverage to communicate in real-time the clinical and social services information necessary to connect clients to supports and services with efficiency.

The Selected Vendor must provide all services required in the Scope of Services in Appendix B and Attachment 1 - *IT Requirements Workbook*.

1.2. Schedule of Events

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

SCHEDULE OF EVENTS	
EVENT	DATE & TIME (ET)
RFP Released to Vendors	September 19, 2023
Vendor Conference	Registration Link https://nh-dhhs.zoom.us/meeting/register/tZwpceysrD0oE9A11z6z5eVX6YL6PMtdmyig#/registration October 4, 2023 @ 1:00pm EST
Vendor Questions Due	October 6, 2023 @ 12:00pm EST
State Responses to Questions Posted	October 17, 2023
Final Date and Time for Proposal Submission	October 30, 2023 @ 12:00pm EST

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SECTION 2 – PROPOSAL SUBMISSION, DEADLINE, AND LOCATION INSTRUCTIONS

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2.1. Proposal Submission

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

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

Electronic delivery of the Proposals is the Vendor's responsibility. The time of receipt must be considered when a Proposal has been officially documented by the State, in accordance with its established policies, as having been received at the location designated below. The State assumes no liability for ensuring accurate/complete Email transmission/receipt.

2.2. Electronic Proposals

Electronic Proposals must be addressed to:

TO: Allison.M.Goodwin@dhhs.nh.gov

CC: DHHS: RFx <RFx@dhhs.nh.gov>

Proposals must be clearly marked as follows:

Subject: RESPONSE TO RFP: DHHS – **RFP-2024-OCOM-02-CLOSE Closed Loop Referral**

Electronic Submissions must be submitted using the following criteria:

- a.** Searchable PDF Format
- b.** Files must be less than 25MB in size.

Exception: If files are greater than 25MB in size, the Vendor will be required to submit their proposal in parts. It is the Vendor's responsibility to ensure a complete proposal is submitted.

2.3. Number of Proposals

Vendors are permitted to submit one (1) proposal. The proposal should include a unique solution in response to this RFP.

2.4. Vendor Inquiries

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

Allison Goodwin, Administrator

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Email: Allison.M.Goodwin@dhhs.nh.gov

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

The State intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule of Events section, herein. The State may consolidate and/or paraphrase questions for sufficiency and clarity. Oral statements, representations, clarifications, or modifications concerning the RFP are not binding upon the State. Official responses by the State will be made only in writing by the process described above.

The State will require the successful bidder to execute a Contract using the P-37 State of New Hampshire General Provisions and any attached exhibits. To the extent that a Vendor believes that exceptions to the standard form contract and exhibits will be necessary for the Vendor to enter into the Agreement, the Vendor must submit those exceptions during the Vendor Inquiry Period.

2.5. Restriction of Contact with State Employees

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

2.6. Validity of Proposal

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

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SECTION 3 – PROPOSAL ORGANIZATION, CONTENT, AND REQUIRED ITEMS

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3.1. Proposal Organization

Proposals should adhere to the following outline.

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

3.1.1. Cover Page

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

STATE OF NEW HAMPSHIRE

Department of Health and Human Services

RESPONSE TO RFP: DHHS – RFP-2024-OCOM-02-CLOSE Closed Loop Referral

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

3.1.2. Transmittal Form Letter

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

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State of New Hampshire Proposal Transmittal Form Letter

Company Name: _____

Address: _____

To: Allison Goodwin

603-271-271-9391

Allison.M.Goodwin@dhhs.nh.gov

RE: Proposal Invitation Name: Closed Loop Referral

Proposal Number: RFP-2024-OCOM-02-CLOSE

Proposal Due Date and Time: October 30, 2023@ 12:00pm EST

To Whom It May Concern:

Company Name: _____ hereby submits an offer to provide to the State of New Hampshire the Services indicated in RFP-2024-OCOM-02-CLOSE Closed Loop Referral at the price(s) quoted in Vendor Response Section VII: Price Proposal, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP, Appendix I – Example Contract and Exhibits, and Attachment1 - *IT Requirements Workbook*.

We attest to the fact that:

1. The company has reviewed and agreed to be bound by the RFP.
2. The company has not altered any of the language or other provisions contained in the RFP document.
3. The Proposal is effective for a period of 180 days from the RFP Closing Date or until the Effective Date of any resulting Contract, whichever is later.
4. The prices quoted in the Proposal were established without collusion with other vendors.
5. The Vendor has read and fully understands this RFP.

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

- a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the State of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- d. Is currently debarred from performing work on any project of the federal government or the government of any state;
- e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;

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- f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

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

Our official point of contact is: _____

Title: _____

Telephone: () - _____ Email: _____

Authorized Signature Printed: _____

Authorized Signature: _____

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3.1.3. Table of Contents

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

3.1.4. Section I: Executive Summary

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

3.1.5. Section II: Glossary of Terms and Abbreviations

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

3.1.6. Section III: Responses to System Requirements and Deliverables

Section III must include the response tables from the Attachment 1 - *IT Requirements Workbook*. The Vendor must document the ability to meet the Requirements and Deliverables of this RFP.

3.1.7. Section IV: Narrative Responses

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

3.1.8. Section V: Corporate Qualifications

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

3.1.9. Section VI: Qualifications of Key Vendor Staff

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

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3.1.10. Section VII: Price Proposal

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

3.1.11. Section VIII: Vendor Attachments

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

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SECTION 4 – EVALUATION OF PROPOSALS

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4.1.Criteria for Evaluation and Scoring

Each responsive Proposal will be evaluated and considered with regard to the Solution and Services proposed, qualifications of the Vendor and any Subcontractors, experience and qualifications of proposed candidates, and cost.

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

The State will use a scoring scale of 1,000 Points. Points will be distributed as set forth in the table below.

SCORING TABLE	
CATEGORIES	POINTS
Technical Proposal with the following potential maximum scores for each Technical Proposal category listed below:	700
Proposed Software Solution	200
Vendor’s Technical, Service and Project Management Experience	100
Work Plan	150
Service Methodology	100
Vendor Company	50
Staffing Qualifications	100
Price Proposal Potential Maximum Points	300
TOTAL POTENTIAL MAXIMUM POINTS AWARDED	1,000

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

4.2.Scoring Detail

4.2.1.Scoring of the Proposed Software Solution

The Vendor’s Proposed Software Solution will be allocated a maximum score of 200 Points. The main purpose of this section is to measure how well the Solution meets the business needs of the State.

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

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

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

Vendor proposed Technical, Service, and Project Management Experience will be allocated a maximum score of 100 Points. In this section, the State will score the technical merits of how the Vendor will carry out the Implementation and Maintenance of the Solution. Technical details of the System including security and protection of data, proposed training, administrative procedures, how the Vendor manages its team and the Project will be critical. How compatible the Vendor's procedures and technologies are with the State contribute to an assessment of risk both in the short and long term.

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

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

4.2.3. Scoring of Work Plan

Vendor Work Plan will be allocated a maximum score of 150 points. Vendor's preliminary proposed Work Plan includes a description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and a payment Schedule.

4.2.4. Scoring of Service Methodology

Vendor Service Methodology will be allocated a maximum score of 100 points. Vendor's end-to-end planning and preparation for testing and Acceptance of solutions throughout the Project using an industry standard methodology.

4.2.5. Scoring of Vendor Company

Vendor Company qualifications will be allocated a maximum score of 50 points. It must be established that the Vendor Company is capable of carrying out the Project through Implementation, the Warranty Period and the maintenance period.

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

- a. Proposal Section V: Corporate Qualifications
- b. References

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4.2.6. Scoring of Vendor Staffing Qualifications

Vendor's Staff must have the training and experience to support the Vendor's plans to implement and support the System. Vendor's Staff qualifications will be allocated a maximum score of 100 points.

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

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

4.2.7. Scoring the Price Proposal

The Vendor's Software Solution price will be allocated a maximum score of 300 points. The State will consider costs as outlined in Appendix E - *Pricing*. The price information required in a Proposal is intended to provide a sound basis for comparing costs. The cost point formula described in the Price Proposal Review section will be utilized for this scoring portion.

4.3. Planned Evaluations

The State plans to use the following process:

- a. Initial screening to ensure that the Proposals are in compliance with submission requirements;
- b. Preliminary evaluation of the Proposals;
- c. Oral interviews and Product Demonstrations (if applicable);
- d. Final Evaluation of Technical Proposals and scoring;
- e. Review of Price Proposals and scoring; and
- f. Select the highest scoring Vendor and begin contract negotiation.

4.3.1. Initial Screening

The State will conduct an initial screening step to verify Vendor compliance with the submission requirements set forth in the RFP and the minimum content set forth in the Proposal Format, Content and Required Items within this RFP. The State may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State. A Proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration. **The total available funding for the contract is \$11,150,000. Proposals that exceed the total of \$11,150,000 or that exceed the price breakdown for each year specified in Appendix E will be disqualified; no scoring will be conducted for such proposals.**

4.3.2. Preliminary Technical Scoring of Proposals

The State will establish an evaluation team. This evaluation team will review the Technical Proposals and give a preliminary score. Should a Vendor fail to achieve **500 minimum points** in

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the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Price Proposal will remain unopened by the evaluation team during the preliminary technical review, oral interviews, product demonstrations, and no additional scoring will be allocated to the applicable Vendor's proposal.

4.3.3. Oral Interviews and Product Demonstrations

At the State's discretion, Vendors may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. The State retains the sole discretion to determine whether to conduct oral interviews and product demonstrations, with which Vendors, the number of interviews and the length of time provided for the interview and product demonstration. The State may decide to conduct oral interviews and product demonstrations with less than all responsive Vendors.

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

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

4.3.4. Final Scoring of Technical Proposals

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

4.3.5. Price Proposal Review and Scoring

Price proposals will be reviewed upon completion of the final scoring of Technical Proposals, subject to the initial screening and minimum score requirements. The Vendor's Price Proposal will be allocated a maximum potential score of 300 points. Vendors are advised that this is not a low bid award and that the scoring of the price proposal will be combined with the scoring of the Technical Proposal to determine the overall highest scoring Vendor.

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

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

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

4.4.No Best and Final Offer

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

4.5.Rights of the State in Accepting and Evaluating Proposals

The State reserves the right to:

- a. Make independent investigations in evaluating Proposals;
- b. Request additional information to clarify elements of a Proposal;
- c. Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- d. Omit any planned evaluation step if, in the State's view, the step is not needed;
- e. At its sole discretion, reject any and all Proposals at any time; and
- f. Open contract discussions with the second highest scoring Vendor and so on, if the State is unable to reach an agreement on Contract terms with the higher scoring Vendor(s).

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SECTION 5 – TERMS AND CONDITIONS RELATED TO THE RFP PROCESS

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5.1 RFP Addendum

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

5.2 Non-Collusion

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

5.3 Property of the State

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

5.4 Confidentiality of a Proposal

The substance of a Proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Vendor's disclosure or distribution of Proposals other than to the State without the State's prior consent may be grounds for disqualification.

5.5 Public Disclosure

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

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

5.5.1. Disclosure of Information Submitted in Response to RFP

Information submitted in response to this RFP is subject to public disclosure under the Right-to-Know law after the award of a Contract by G&C. At the time of closing date for Proposals, the State will post the number of responses received with no further information. Pursuant to RSA 21-G:37, the State will also post the name and rank or score of each Vendor pursuant to the timeliness requirements therein. Notwithstanding the Right-to-Know law, no information concerning the contracting process, including, but not limited to information related to proposals, communications between the parties or contract negotiations, must be available until a contract is approved by G&C, or, if the contract does not require G&C approval, until the contract has been

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actually awarded. This means unsuccessful Vendors shall not be notified of the outcome until that time.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this request for proposal should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as “CONFIDENTIAL.” Vendors must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential must neither be accepted nor honored by the State. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and must note on the applicable page or pages that the redacted portion or portions are “confidential.”

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

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

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

By submitting a proposal, Vendors acknowledge and agree that:

- a. The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- b. The State is not obligated to comply with a Vendor’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and

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- c. The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

5.6 Electronic Posting of Resulting Contract

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

5.7 Non-Commitment

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

5.8 Proposal Preparation Cost

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

5.9 Ethical Requirements

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

5.10 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 must not be considered eligible for an award under this proposal.

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5.11 Challenges on Form or Process of the RFP

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

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SECTION 6 - CONTRACT TERMS AND AWARD

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6.1 Non-Exclusive Contract

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

6.2 Award

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

6.3 Anticipated Contract Term

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

The Contract Term may be extended up to 5 years (“Extended Contract Term”) at the sole option of the State, subject to the parties’ prior written agreement on terms and applicable fees for each extended Contract Term, contingent upon satisfactory Vendor performance, continued funding and Governor and Executive Council approval.

6.4 Standard Contract Terms

The State will require the successful bidder to execute a Not to Exceed Contract. The P-37 State of New Hampshire General Provisions and Exhibits, identified in Appendix I – Example Contract and Exhibits will form the basis of any Contract resulting from this RFP.

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

6.4.1 Contract Negotiations and Unsuccessful Bidder Notice

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

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6.5 Related Documents Required

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

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

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APPENDIX A - VENDOR CONFERENCE REQUIREMENTS

APPENDIX A VENDOR CONFERENCE REQUIREMENTS

An optional Vendor Conference will be held for this RFP.

- 1.1. All Vendors who intend to submit Proposals are encouraged to attend the virtual Vendor Conference. Conference attendees must pre-register by the date identified in the Schedule of Events. To register for the Vendor Conference Zoom Meeting, click on Vendor Conference Registration.

Meeting Registration - Zoom

<https://nh-dhhs.zoom.us/meeting/register/tZwpcevsrD0oE9A11z6z5eVX6YL6PMtdmwig#/registration>

- 1.2. Vendors will have an opportunity to ask questions about the RFP and the State will make a reasonable attempt to answer questions it deems appropriate. Questions may include, without limitation, a request for clarification of the RFP; a request for changes to the RFP; suggestions or changes to the RFP that could improve the RFP competition or lower the offered price; and to review any applicable Documentation.
- 1.3. Vendors are encouraged to Email inquiries at least forty-eight (48) hours prior to the Vendor Conference. No responses will be given prior to the Vendor Conference. Oral answers will not be binding on the State. The State's final response to Vendor inquiries and any requested changes to terms and conditions raised during the Vendor Inquiry Period will be posted to the State's Website by the date specified as the final State responses to Vendor inquiries as specified in the Schedule of Events. Vendors are responsible for any costs associated with attending the Vendor Conference.

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1. Statement of Work

- 1.1. The selected Vendor will be assessed based on their capacity to meet the scope of work and technical requirements referenced in this document and detailed in the Attachment 1 - *IT Requirements Workbook*. Any functionality described in this scope of services including abilities of the systems will be considered as part of the total cost being proposed. Any costs not included shall be identified as a separate line item on the cost proposal, otherwise it will be considered included in the overall costs of the system.
- 1.2. The selected Vendor must develop a closed loop referral solution for, including but not limited to:
 - 1.2.1. Clients utilizing health and human services in New Hampshire and their families.
 - 1.2.2. Military members and veterans and their families.
 - 1.2.3. Health care providers.
 - 1.2.4. Teachers in New Hampshire public and private schools, K-12.
 - 1.2.5. The Department's 988, Rapid Response Access Point and Mobile Crisis Teams.
 - 1.2.6. The Department's Aging and Disability Resource Centers (ADRC, aka Service Link) Network
 - 1.2.7. The Department's Doorway Network.
 - 1.2.8. The Department's Care Traffic Coordinator for emergency admissions to inpatient psychiatric beds, including Institutions of Mental Disease and Designated Receiving Facilities.
 - 1.2.9. The States Designated 211 Call Center.
 - 1.2.10. Others, as determined by the State with approved consent of the participant accessing the solution.
- 1.3. The selected Vendor must enter into a Network Participating Provider Agreement, in a format approved by the State, with each provider participant accessing the network and a Business Associate Agreement, if applicable, to ensure compliance with privacy and information security standards. The Contractor's Network Participating Provider Agreement must include Information Security, HIPAA Privacy, and Closed Loop Referral Solution Training Requirements.

Phase 1 – System Build

- 1.4. The selected Vendor must develop the closed loop referral solution to provide clients with community engagement and a referral management tool. The closed loop referral system must include but is not limited to:
 - 1.4.1. Real-time health care provider service availability.
 - 1.4.2. Health care provider resource directory.
 - 1.4.3. Referral management.
 - 1.4.4. Centralized screening tools.
 - 1.4.5. Searchable features.
 - 1.4.6. Interoperability, to integrate the solution into existing Electronic Health Record solutions, case management solutions, bed-tracking solution, call centers and access points for 211, 988 and mobile crisis solutions, the State's ADRC, aka Service Link, and Doorway solutions.

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- 1.4.7. Community engagement support.
 - 1.4.8. Case management.
 - 1.4.9. Client consent, as described in Section 1.7.
 - 1.4.10. Reporting.
 - 1.4.11. Educational materials regarding Mental Illness, Substance Use Disorder, Treatment and Recovery.
 - 1.4.12. Multilingual services.
 - 1.4.13. Client rights.
 - 1.4.14. Individual access for those wishing to independently pursue their referral needs without direct assistance of a community-based provider.
 - 1.4.15. Customized functionality to receive and manage service needs for individuals engaging with the State's Rapid Response Access Point and Mobile Crisis Teams, the State's ServiceLink Network, the State's Doorways Network, the SoNH's 211 and 988 call centers.
- 1.5. Hosting:
- 1.5.1. The selected Vendor must deliver a Software as a Service (SaaS) hosted solution that maintains and supports the following:
 - 1.5.1.1. Operational availability on a 24 hour/7 days per week /365 days per year basis, providing information, guidance.
 - 1.5.1.2. Ability to add or remove additional services and programs throughout the term of the awarded contract.
 - 1.5.1.3. A real-time Rapid Response Access Point tool to enable statewide mobile crisis service referrals to be managed to closure, including dispatch, or other outcome.
 - 1.5.1.4. A real-time Rapid Response Access Point workforce management tool to enable statewide mobile crisis team resources to be tracked in the tool to support active and inactive periods and quick change of status from shift to shift. .
 - 1.5.1.5. A real-time Rapid Response mobile crisis team dispatch with geolocation enabled functions, including, but not limited to:
 - 1.5.1.5.1. Confirming the location of individuals.
 - 1.5.1.5.2. Displaying location of Rapid Response Teams.
 - 1.5.1.5.3. Confirming the distance to a deployment for the Rapid Response Teams within 1 hour radius of their location relative to the individual in crisis.
 - 1.5.1.5.4. Sorting Rapid Response Teams by availability, region, and capability (secure site only or telehealth) and make-up of team.
 - 1.5.1.5.5. Queue capabilities to ensure dispatches are most efficiently sorted to ensure the most expedient response to the individual in crisis.
 - 1.5.1.5.6. Ability to assess data regarding contacts, contact volume, contact distribution, requests for and responses by Rapid Response Teams to set staffing requirement for the NH Rapid Response Access Point.

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- 1.5.1.5.7. Other system enhancement to improve functioning and use as determined by the State.
- 1.5.1.5.8. A bi-directional Rapid Response Access Point referral system with electronic scheduling to support information sharing to facilitate referrals and transmission of applicable clinical triage summaries, safety plans, and shared care plans with applicable network providers, including Community Mental Health Centers and Doorways.
- 1.5.1.5.9. Capability to collaborate with emergency personnel on deployment of Active Rescue (police, fire, etc.).
- 1.5.1.6. Capability for the Rapid Response Access Point tracking the disposition of each received telephone call, text message, or chat message.
- 1.5.1.7. Customized data dashboards and views for Rapid Response Access Point outcome for:
 - 1.5.1.7.1. General data management and reporting responsibilities for all Rapid Response Access Point functions including, but not limited to:
 - 1.5.1.7.1.1. Rapid Response Team data.
 - 1.5.1.7.1.2. Rapid Response Team member level data.
 - 1.5.1.7.1.3. Individuals served data, including a State authorized unique identifier for each individual served to support the Rapid Response Access Point's handling of the individual's crisis and response through resolution and follow-up care, and the State's data reporting needs at an aggregate level.
 - 1.5.1.7.1.4. State's in-solution access to these dashboards and views, and underlying data with exporting capability in formats to maximize interoperability with other State solutions.
- 1.5.1.8. Capability to connect with the State's Doorways and ADRC networks and 211 New Hampshire as directed by the State, including customized views and dashboards for each to maximize ability to manage referrals and contacts.
- 1.5.1.9. Capability and customized views for the State's Care Traffic Coordinator to send, receive and track referral requests and bed availability information from hospital emergency departments, county jails, and designated receiving facilities for emergency admission to inpatient psychiatric beds, transmit applicable information to effectuate referral and acceptance of admissions, identify available beds, facilitate transfer thereto statewide, including but not limited to:
 - 1.5.1.9.1. Bed availability updated in customized views no less frequently than every five minutes.
 - 1.5.1.9.2. Where individuals are waiting and how long they have waited for an inpatient psychiatric bed, updated in customized views no less frequently than every five minutes, with customized notifications functionality to support prioritized resolution of referrals; and.
 - 1.5.1.9.3. Referral management for emergency psychiatric inpatient bed admission needs updated in customized views no less frequently than every five minutes.

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- 1.5.1.9.4. Availability of other alternative bed and ;service resources, such as residential, crisis, and step-down beds in other setting types, updated in customized views no less frequently than every hour.
- 1.5.1.9.5. Customized capabilities for the State’s Rapid Response Access Point that allow Crisis Operators and/or the individuals acting in a dispatcher role to manage potential dispatches to the Rapid Response Mobile Crisis Teams n the most efficient way possible by prioritizing responses by the preferences of the individual in crisis, clinical needs, and the available modalities (i.e. telehealth, in-person). Functionality shall include but is not limited to;
 - 1.5.1.9.5.1. Queuing functionality - the ability to hold, rank order, and assign cases to Rapid Response Teams dependent on completion of previously dispatched cases or availability to support the prioritization of quickest dispatch based of distance and time within 1 hour.
 - 1.5.1.9.5.2. Queue that can be accessed by both Crisis Operators and dispatchers to place dispatch requests in the que and assign from the que to the Rapid Response Teams as needed.
 - 1.5.1.9.5.3. Queue can be accessed by Rapid Response Teams who are available and looking for assignment of a dispatch.
 - 1.5.1.9.5.4. Non-serial dispatches-the ability to attempt dispatches to Rapid Response Teams who had previously declined dispatch attempts due to extraneous circumstances.
 - 1.5.1.9.5.5. RR Team Member reassignment functionality that allows for an RR Crisis Operator or dispatcher to view the reasons for declination, after a RR Team Member has been assigned by a Crisis Operator to a given dispatch and subsequently declines that dispatch or is cancelled from that dispatch, so that the RR Crisis Operator can reassign the RR Team Member to that same dispatch again, if necessary. with enhancements .

1.6. Interoperability:

- 1.6.1. The selected Vendor must, on a mutually agreeable timeline, to implement flexible data interfaces (API/Web Services) with the existing State data sources solutions and case management solutions (e.g., Doorways, SoNH 211, ADRC) of record, or with approval from the State, develop alternative workflows for data sharing with provider networks lacking effective technological capacity for such interfaces..
- 1.6.2. The selected Vendor must utilize a single master participant index that ensures all network provider participants have the ability to search and match participant and eliminate duplication based upon the client’s meaningful consent decision to share the data on the network, including the capacity to consume State specified provider networks’ databases of clients and providers to prepopulate new client cases and provider profiles with initial functionality to serve as the start of the State’s specified provider network in the CLR solution. Such clients and providers will be inactive until the provider network secures applicable client consent and completes required CLR provider agreements referenced in 1.6 to complete the applicable case and provider profile CLR

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initiation process.

- 1.6.3. The selected Vendor must identify any duplicate clients or provider profiles, post initial consumption into the CLR solution, and notify the applicable provider network of the duplication to ensure appropriate linkage of the already existing client or provider in the CLR solution and to eliminate erroneous duplication.
- 1.6.4. The selected Vendor must be able to integrate at no additional cost with the State's planned event notification solution for admission, discharge, and transfer data as well as shared care plans utilizing the State's Event Notification System Agreement, see: <https://sos.nh.gov/media/qpskgqwj/009-gc-agenda-06292022.pdf>. The integrations must follow a participant's meaningful consent decision process to share the information across solutions for care coordination, treatment, payment and operations, as described in Section 1.7.
- 1.6.5. The selected Vendor must be able to interface with the State's online access point provider's solution to maintain interoperability, between the statewide behavioral health crisis response solution (Rapid Response) and the State's information and closed loop referral solution, to support participants interacting directly or indirectly with the access point. The integration must allow for transfer of information and data as necessary to facilitate referrals to network providers for ongoing services.
- 1.6.6. The selected Vendor must allow network provider participants to match a client from an Electronic Health Record to the platform and secure data exchange via vendor provided Fast Healthcare Interoperability Resources (FHIR) or another approved messaging solution on a mutually agreed upon timeline. Searching algorithm must support standard, multi variable and case flexible matching.
- 1.6.7. The selected Vendor must be able to integrate the CLR solution into existing and/or replacement Electronic Health Record solutions and case management solutions, and demonstrate the capacity to support single sign-on and mobile applications. Any costs shall be identified as a separate line item on the cost proposal otherwise it will be considered included in the overall costs of the system.
- 1.6.8. The selected Vendor must define, demonstrate and implement the integrations with the entities listed below according to their integration need with an itemized cost sheet, to provide the State with an option to choose to include in the final contract or reserve for later amendments as needed. The integration needs may include but are not limited to:
 - 1.6.8.1. Cerner FHIR Interoperability
 - 1.6.8.2. Epic FHIR Interoperability
 - 1.6.8.3. Meditech FHIR Interoperability
 - 1.6.8.4. Paragon FHIR Interoperability
 - 1.6.8.5. eClinicalworks FHIR Interoperability
 - 1.6.8.6. Single Sign-On
- 1.6.9. The selected Vendor must provide documentation for standards and Application Programming Interface (API's) associated with Interoperability for any network provider participant to consume as needed to include Security Assertion Markup Language (SAML) single sign-on and FHIR.

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1.7. Client Consent:

- 1.7.1. The selected Vendor must deliver and maintain a robust process to support the right of clients to opt-in or opt-out of data sharing on-line, at the point of care or referral which must adhere to NH SB 423, which modifies RSA 126-A:4. The State must approve the consent forms and process prior to deployment. The process must include, but is not limited to:
 - 1.7.1.1. Ensuring clients are provided information to support making a meaningful consent decision.
 - 1.7.1.2. The ability for clients to rescind consent. The Contractor must keep a history of consent opt-in and opt-out, by client, inclusive of archiving with an original time/date stamp. If a client revokes consent to be in the system, then, to the extent allowed under federal or state law, information relative to the client's referrals for services must be deleted from the system within 7 days of the revocation.
 - 1.7.1.3. Consent including the date, event, or condition upon which the consent will expire, if not revoked before.
 - 1.7.1.4. All consent expiration date options adhere to any applicable federal or state regulation.
 - 1.7.1.5. No network participating provider utilizing the closed loop referral solution shall be granted access to a client's personally identifiable information or protected health information contained in the solution unless:
 - 1.7.1.5.1. The client provided consent for a network participating provider to refer to that network participating provider or organization for services; or
 - 1.7.1.5.2. The client via self-service confirms consent to share their information on the network to participating providers to access their information for services. Final client consent documentation in the closed loop referral solution must include two check boxes to allow for the following: 1. "Do you consent to allow the Department of Health and Human Services to have access to your personally identifiable information and your private health information along with information about your referrals for services? 2. Do you authorize the Department of Health and Human Services to have access to all personally identifiable information and your private health information along with information about your referrals for services, in order to administer the platform and process the referrals for the services you are being referred to? Please note that you will receive the same services whether you sign this form or not. This authorization would include any 42 CFR Part 2 services.
 - 1.7.1.6. The closed loop referral solution must differentiate between client data that does not have the check box for option 1 (above) selected versus option 2 (above) selected, to ensure the appropriate capture of client data for reporting and access versus reporting, access and referral processing functionality.
 - 1.7.1.7. The client must have the ability to revoke their consent to the closed loop referral solution via phone, fax, email, client portal, mobile application, or US Mail. A revocation must be documented in the solution with a visible time/date stamp.
- 1.7.2. The selected Vendor must ensure documentation of client consent is obtained for each network participating provider, or a digital version of the client's consent document for each network

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participating provider is in place to support proof of consent status, as well as the detailed nature of the referral, to the receiving network participating provider specifically named in the authorization.

- 1.7.3. The selected Vendor must ensure referrals, entered into the closed loop referral solution, have attached client consent documentation from the issuing network participating provider consisting of type of referral, whom the data will be shared with, what data is being shared, duration of the sharing, why the data is being shared and signature of the client, or a digital version of an agreed to meaningful consent document, for each network participating provider the referral is being issued to. This documentation requirement, whether hard copy image attached or digitally created, must serve as the method by which a network participating provider has documented the client's affirmative consent to share their applicable information for the specific referral in question.
 - 1.7.4. The selected Vendor must leverage digital signature and other means of obtaining meaningful consent for each client to share the data on the web-based closed loop referral solution between entities on the network as well as transparently define all parties having access to the client data, including the Contractor's administrators and hosting providers where applicable.
 - 1.7.5. The selected Vendor must ensure the closed loop referral solution includes the ability for network participating providers to communicate with clients via short-message-service (SMS,) email, or other interfaces for purposes of obtaining client consent and for one-way messages to clients. This requirement supports the methods by which a network participating provider will obtain the client's consent to share applicable data via SMS communication, e-mail, or other interfaces with the client.
 - 1.7.6. The selected Vendor must ensure the State does not access any client's personally identifiable information or protected health information from or through any closed loop referral solution unless the client is currently receiving services funded through Department of Health and Human Services programs or has received services funded through the Department of Health and Human Services within the past 12 months, has previously given consent for the State to access their personally identifiable information or protected health information and has not revoked consent.
- 1.8. Community Engagement:
- 1.8.1. The selected Vendor must, in collaboration with the State, facilitate the engagement of providers of services and clients to utilize the platform through marketing and community engagement by overseeing community engagement and adoption efforts to implement and maintain the closed loop referral solution. The selected Vendor must provide:
 - 1.8.1.1. Outreach and engagement activities with providers of services.
 - 1.8.1.2. Support or resources for the State to increase the number of providers joining and utilizing the solution, including but not limited to the State's prioritized solution requirements:
 - 1.8.1.2.1. Developing customized workflows, interfaces, views and dashboards, and providing technical assistance to onboard the State's specified pre-existing case management or other database solutions (e.g., the Rapid Response Access Point, ADRC, Doorways, SoNH 211, etc.).
 - 1.8.1.2.2. Optimizing functionality for the Rapid Response Access Point's use of the CLR solution for call center operations, and dispatch, deployment, and tracking of mobile crisis team activity, and data reporting.

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- 1.8.1.2.3. Developing customized workflows, interfaces, views and dashboards, and providing technical assistance to implement the State's new Care Traffic Coordinator functionality for identifying individuals in need of emergency psychiatric inpatient care, available beds for their admission thereto, and managing referrals to such providers for admission.
- 1.8.1.3. Maintain existing network provider's utilization of the solution.
- 1.8.1.4. Improve, enhance and measure the number of providers and closed loop referrals through the network over time. The selected Vendor shall be required to enter into a subcontract with the State's 211 provider to effectuate and support the CLR solution's ability to consume the State's 211 database provider content as a mechanism for maximizing the number of providers in the CLR solution as early as possible in the solution's launch.
- 1.8.2. The selected Vendor must demonstrate its capacity to support statewide provider awareness and training programs to enhance care coordination for underserved populations, which includes military members and veterans and their families.
- 1.8.3. The selected Vendor must facilitate and operationalize a Statewide Governance Steering Committee, which shall be chaired by a Department of Health and Human Services designated leader and comprised of key providers in the state, other designated State staff and subject matter experts, and the Vendor must facilitate and operationalize a Statewide Provider User Group. These committees must include the following functions:
 - 1.8.3.1. Statewide Governance Steering Committee
 - 1.8.3.1.1. Review and approve care coordination roadmap.
 - 1.8.3.1.2. Review and approve prioritized recommendations.
 - 1.8.3.1.3. Review and approve network policies, procedures, and processes.
 - 1.8.3.1.4. Provide guidance surrounding legislation.
 - 1.8.3.1.5. Approve steering committee members.
 - 1.8.3.2. Establish Statewide Provider User Groups.
 - 1.8.3.2.1. Meet at least monthly, unless voted on and changed to no more than quarterly.
 - 1.8.3.2.2. Provide the user group information and training, based on group's recommendations, to include but not limited to reporting, referral processes, consent agreements, interoperability, on-boarding, and recommend actions for improvements.
 - 1.8.3.2.3. Evaluate and prioritize recommendations for enhancements and care coordination roadmap to be reviewed and approved by the Statewide Governance Steering Committee.
- 1.8.4. The selected Vendor must have trained staff residing in New Hampshire to support community engagement for all regions. The selected Vendor must provide community engagement and outreach to providers of services by phone, email, and in-person (video conferencing or on location) to inform and actively promote the network.
 - 1.8.4.1. Each regional engagement coordinator will be provided goals by the Statewide Governance Steering Committee to achieve monthly for on-boarding, training and utilization of the network by providers of services.

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- 1.8.4.2. Reports must be generated monthly on engagement progress. The Vendor must identify areas to improve and must present to the Statewide Governance Steering Committee the findings and recommendations for review and approval.
- 1.8.5. The selected Vendor must accept and manage requests for technical assistance from participants regarding password resets, website or solution issues. The selected Vendor will make readily available e-mail and call-in support contact information. The selected Vendor must propose its Service Level Agreement (SLA) timeframes.
- 1.8.6. The selected Vendor must maintain the capacity to provide periodic planned de-identified data extractions for the State, including but not limited to data associated with the following required activities. The selected Vendor must:
 - 1.8.6.1. Provide participants with visibility into the workflow of originating referral information, follow-up acknowledgments, responses, and the subsequent disposition.
 - 1.8.6.2. Ensure that participants have the ability to track the timeliness of individual referrals from request to closure.
 - 1.8.6.3. Ensure that outcome measures and timeframes for measuring timeliness will be done in a manner and time that is agreeable to the State.
 - 1.8.6.4. Maintain and ensure the accuracy of information contained in the platform.
 - 1.8.6.5. Provide a written report and assessment to the State, as outlined in Appendix I – Exhibit K DHHS Information Security Requirements, following the identification of any Security Incident detailing all actions taken concerning the incident, including the type of incident, the current status, and any potential impact(s).
 - 1.8.6.6. Ensure that there are adequate numbers of network provider participants on the platform at any one time to provide an informational HUB accessible to all clients. The HUB will operate on a 24/7 basis, providing information, guidance and educational materials regarding available statewide resources.
 - 1.8.6.6.1. A public facing HUB should be organized in such a manner as to enable clients to find and request services and supports appropriate to the client’s needs, such as:
 - 1.8.6.6.1.1. Stigma reduction and suicide prevention resources.
 - 1.8.6.6.1.2. Housing and homeless services.
 - 1.8.6.6.1.3. Mental health services.
 - 1.8.6.6.1.4. Peer support services.
 - 1.8.6.6.1.5. Substance misuse services.
 - 1.8.6.6.1.6. Nutrition assistance programs.
 - 1.8.6.6.1.7. Military and Veteran services.
 - 1.8.6.6.1.8. ADRC services.
 - 1.8.6.7. Has the capability to host a website that enables clients to submit requests for assistance, which would be directed to an agreed upon entity to coordinate inbound assistance requests. The intention of this requirement is to assist people in finding the resource or service type they may need prior to making a self-referral.

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- 1.8.6.8. Maintains capacity for future expansion to additional populations or services.
 - 1.8.6.9. Maintains the capacity to provide periodic (at minimum daily) and planned data extractions for use by the State of New Hampshire's Enterprise Business Intelligence (EBI) platform -- the State's data warehouse. Provision of a data dictionary and solution to integrate the Vendor and State platforms/solutions will be done in a mutually agreeable manner and timeframe.
 - 1.8.6.10. Accepts and manage requests for technical assistance from participants regarding password resets, website or platform issues. Vendor will make readily available e-mail and call-in support contact information. Vendor will publish in its Level of SLA timeframes for timely response.
 - 1.8.6.11. Demonstrates the ability to support a solution that supports self-referrals by clients (or guardians).
 - 1.8.6.12. Demonstrates the ability to provide technical assistance for participants regarding password resets, website or platform issues.
 - 1.8.6.13. Supports efforts to digitalize a Comprehensive Core Screening Assessment (CCSA) tool and create functionality to identify post-screening needs to begin the self-referral process. The intention of this requirement is to provide a guideline and procedure for client self-screening, similar to the screening of persons for social determinants of health and other core measures.
 - 1.8.6.14. Demonstrates the ability to support the State's prioritized solutions' optimized functionality within the CLR solution, and long-term goals such as:
 - 1.8.6.14.1. Relating to a need for a real-time, treatment locator that is available to the public.
 - 1.8.6.14.2. Absorption or migration of other State-specified databases or solutions appropriate for inclusion in the CLR solution.
- 1.9. Resource Directory
- 1.9.1. The selected Vendor must support a public facing resource directory to ensure accuracy of information.
 - 1.9.2. The public facing resource directory should have the ability for a participant to fill out a short questionnaire resulting in a digital consent to submit a referral request to an agency for services.
 - 1.9.3. The selected Vendor must ensure the information in the resource directory is up-to-date and accurate and must include, but is not limited to:
 - 1.9.3.1. Search and display all of the network participant providers.
 - 1.9.3.2. Filter the search by:
 - 1.9.3.2.1. Provider type.
 - 1.9.3.2.2. Zip code.
 - 1.9.3.2.3. Services offered (multi select option for multiple services).
 - 1.9.3.2.4. Availability.
 - 1.9.3.2.5. Provider name.

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- 1.9.3.2.6. Provider gender.
- 1.9.3.2.7. Provider phone number.
- 1.9.3.2.8. Provider address (if not confidential).
- 1.9.3.2.9. Hours of operation.
- 1.9.3.2.10. Website link if applicable.
- 1.9.3.2.11. Level of Care available.
- 1.9.3.2.12. Specialty population expertise.
- 1.9.3.2.13. Directions (using Google Maps, or similarly accessible, free and user-friendly alternative, if not confidential).

1.10. Referral Management:

- 1.10.1. The selected Vendor must provide a referral management tool to coordinate referrals among resource providers; the referral management tool must include but is not limited to:
 - 1.10.1.1. Services rendered.
 - 1.10.1.2. Outstanding referrals.
 - 1.10.1.3. Patient demographics.
 - 1.10.1.4. Resource providers currently involved in the client's care plan.
- 1.10.2. The selected Vendor must provide a referral solution that incorporates the ability to provide a comprehensive list of potential health care providers to address identified needs.
- 1.10.3. The selected Vendor must ensure the closed loop referral solution incorporates assessment and screening tools as part of the solution, and must have the ability to create a pick list of options for participating providers to use, collect, and enter answers to, so that the solution provides recommended services for referrals for the provider to relay to the client or to the client directly via self-service.
- 1.10.4. The selected Vendor must ensure the solution can incorporate other screenings at no additional cost based on an agreed to timeline for implementation not to exceed 30 days from request. The screening tools include, but are not limited to:
 - 1.10.4.1. Drug Abuse Screening Tool (DAST-10).
 - 1.10.4.2. Patient Health Questionnaire (PHQ-9)
 - 1.10.4.3. Columbia Suicide Severity Rating Scale,” (C-SSRS)
 - 1.10.4.4. General Anxiety Disorder (GAD-7)
 - 1.10.4.5. Child and Adolescent Needs and Strengths.
 - 1.10.4.6. Adult Needs and Strengths Assessment.
 - 1.10.4.7. Supports Intensity Scale (SIS)
 - 1.10.4.8. Other screening tools as requested by the State.
- 1.10.5. The selected Vendor must allow for the creation of screenings that link to providers and their services to further refine and streamline referral processes. The selected Vendor must ensure the

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closed loop referral solution allows network participating providers and clients to:

- 1.10.5.1. View the services received.
- 1.10.5.2. Send referrals.
- 1.10.5.3. Automate notifications.
- 1.10.5.4. Provide case management capabilities.
- 1.10.5.5. Provide information on the outcome of those services, subject to applicable law, the network participating providers' permissions and the client's consent.
- 1.10.5.6. Conduct referral management.
- 1.10.5.7. Identify the client's Medicaid status.
- 1.10.5.8. Provide screening assessment, to meet the various services provided by DHHS and the State's providers and community based organizations to allow for a single point of information disclosure eliminating the multiple entries of data, including historical data of previous screenings completed.
- 1.10.5.9. Integration with the assessments identified in subparagraph 1.10.4.
- 1.10.5.10. Search the solution by sending provider name, receiving provider name, submitter provider name, outcome, receipt date, closed date, accepted date, client name, client address, age, race, ethnicity, marital status and gender, subject to applicable law, the providers' permissions and the client's consent.
- 1.10.5.11. Provide a provider registration form that is available online and includes but is not limited to the following elements: Name, Organization, Title, City, County, State, Postal Code, Email, hours of operation, provider type, and services offered (drop down list supporting one or multiple selections).
- 1.10.5.12. A centralized screening, assessment and evaluation, along with the ability to utilize existing or previous screenings, assessments or evaluations including but not limited to the assessments identified in subparagraph 1.10.4.
- 1.10.5.13. View the services that a client has received and information on the outcome of those services, subject to applicable law, the network participating providers' permissions and the client's consent.
- 1.10.5.14. Provide a digital referral management to connect clients with services and report on outcomes of the services.

1.11. Reporting and Project Management:

- 1.11.1. The selected Vendor must collect and provide monthly reports on data associated with overall network performance, network participating provider performance, efficiency gains, and identified gaps or opportunities for improved services and outcomes.
- 1.11.2. The selected Vendor must provide for digital outcome reporting to include referrals sent, received, completed, services provided, number of referrals not completed and rejected to improve quality of care, reduce service gaps, and reduce overall costs of services.
- 1.11.3. The selected Vendor must provide an intuitive user interface that minimizes data entry, verifies entered data values against specified data type and format and avoids duplicate entry of same information.

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- 1.11.4. The selected Vendor must provide a reporting solution on demographics and the related outcomes of services delivered based on the initial referral. This includes, but is not limited to: a) the length of time from initial referral request to initial response and delivery of service; b) unaddressed and denied service requests; and c) information on additional wraparound and/or follow-up services provided.
- 1.11.5. The selected Vendor must provide reports for overall network performance based on outcomes of delivered services to include: a) time to delivery; b) interactions; c) services rendered; d) number of referrals received, unaddressed, and denied; e) number of referrals accepted; f) number of referrals accepted and closed; g) number of referrals accepted and not closed; h) number of referrals accepted and cancelled; I) number of duplicate referrals by client; j) number of referrals submitted; k) number of referrals not closed or not acted upon; l) days to closure, m) number of same client repeat referral requests within a 90 day period; n) ability to filter by date range; o) age; p) ethnicity; q) gender, r) zip code; s) public health network; s) provider type; t) provider name; u) town, city; and v) county.
- 1.11.6. The selected Vendor must, as a part of the screening and referral process, provide the capacity to identify the Medicaid and Military history and status of clients, and to provide monthly reports to the State on their status, progress and outcomes that result from the CLR solution.
- 1.11.7. The selected Vendor must provide project management and oversight of all services required in this RFP, in collaboration with the State. The selected Vendor, with State approval, must determine the operation, order, and management of the project including the prioritization of cost, schedule, scope, and quality. The work is anticipated to occupy the time of approximately .75 Full-Time-Equivalent (“FTE”) and it is assumed that the percentage of time spent on the project will fluctuate over the life of the project.
- 1.12. Performance Requirements:
 - 1.12.1. The selected Vendor must develop a ‘Closed Loop Referral Network Provider Growth’ deliverables schedule, which shall include but is not limited to the following deliverables:
 - 1.12.1.1. Ingest the State 211 database provider profiles within the first six months of the contract effective date.
 - 1.12.1.2. ADRC onboarding and engagement within the first six months.
 - 1.12.1.3. Doorway onboarding and engagement within the first nine months.
 - 1.12.1.4. Rapid Response Access Point onboarding and engagement by July 1, 2024.
 - 1.12.1.5. State’s Care Traffic Coordinator, Designated Receiving Facilities, and Hospital onboarding and engagement by July 1, 2024.
 - 1.12.1.6. Marketing.
 - 1.12.1.7. Training.
 - 1.12.1.8. Network enrollment.
 - 1.12.1.9. Community engagement activities.
 - 1.12.1.10. Milestones.
 - 1.12.1.11. Quantitative targets for the applicable deliverable and in timeliness intervals that are no longer than a quarterly basis.

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- 1.12.1.12. The selected Vendor must provide reporting to the State on the activities for the ‘Closed Loop Referral Network Provider Growth,’ which reflect the schedule of events and timeline that the objective was completed.
- 1.12.1.13. The selected vendor must, in collaboration with the State, develop a Closed Loop Referral Network Participating Provider Engagement Program (NPPEP), within twelve (12) months of the awarded Agreement effective date, to provide CLR network participating providers with incentives for CLR activities. The selected Vendor must:
 - 1.12.1.13.1. Propose a design of the NPPEP, in collaboration with the State.
 - 1.12.1.13.2. Develop rewards for network participating providers associated to CLR activities, which shall include, but are not limited to:
 - 1.12.1.13.2.1. The participating provider submitting referrals through the CLR.
 - 1.12.1.13.2.2. The participating provider accepting/acknowledging referrals received through the CLR.
 - 1.12.1.13.2.3. The participating provider improving the timeliness of engaging referred clients in services or steps to determine eligibility for services.
 - 1.12.1.13.2.4. Responsibility for the administration of the NPPEP, subject to the State’s approval of the final NPPEP design.
- 1.13. Security:
 - 1.13.1. The selected Vendor must offer a data classification and governance-based permissions solution that manages each network participating provider's access to the data in compliance with Appendix I – Exhibit K DHHS Information Security Requirements.
 - 1.13.2. The selected Vendor must provide the ability to flag network participating provider registration information as Confidential Data and have role-based ability to share or restrict information access where needed.
- 1.14. Training:
 - 1.14.1. The selected Vendor must provide a detailed plan for training which must include at minimum the following:
 - 1.14.1.1. Training schedule for staff, clients, and network participating provider type set forth in this document, the Attachment 1 - *IT Requirements Workbook* and Appendix I – Example Contract and Exhibits.
 - 1.14.1.2. Mode of training (web-based or in-person, if mutually agreed upon).
 - 1.14.2. The selected Vendor must provide user training to all stakeholder groups set forth in this document and the Attachment 1 - *IT Requirements Workbook* and Appendix I – Example Contract and Exhibits. The selected Vendor must:
 - 1.14.2.1. Demonstrate the methods used to ensure that presentation and published materials will be formatted to support cultural, learning, visual impairment, and language preferences.

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- 1.14.2.2. Demonstrate how self-directed, web-based online training tools will be used to supplement direct end-user trainings using relatable scenarios, activities, and videos.
 - 1.14.2.3. Provide direct support in the form of education, training and web-based, self-based training and documentation for network participating providers to enroll and engage with the platform following submission of a partner registration form.
 - 1.14.2.4. Provide user training to all stakeholder groups set forth in Scope of Services. Trainers are expected to solicit end user feedback regarding the usability of the application as well as suggested feature enhancements. Feedback will be directed back to the Statewide Governance Steering Committee during monthly status meetings.
 - 1.14.2.5. Demonstrate their ability to deliver presentation and training materials targeted to the specific business needs and workflow concerns of specific service types (eg, SUD, Housing, Mental Health).
 - 1.14.2.6. Demonstrate the methods used to ensure that presentation and published materials will be formatted to support cultural, learning, visual impairment, and language preferences.
 - 1.14.2.7. Demonstrate how they intend to assess and respond to the needs of network participating providers and to the Statewide Governance Steering Committee relating to referrals and care coordination.
 - 1.14.2.8. Demonstrate the frequency and methods used to: a) collect and assess participant feedback on barriers to the successful assignment and closure of referrals; and b) work with the Statewide Governance Steering Committee and community providers to develop and implement remedies.
 - 1.14.2.9. Establish a schedule for initial kick-off training events and training sessions.
 - 1.14.2.10. Designate staff to defined geographic regions to support consistency and continuity of training.
 - 1.14.2.11. Have the capability to connect with other closed loop referral solutions, as directed by the State.
 - 1.14.2.12. Ensure that training will be recorded and available online for all participants.
 - 1.14.2.13. Make all training documents available in editable Word format to the State.
 - 1.14.2.14. Make all training documents available in PDF or other standard format for all participants.
 - 1.14.2.15. Provide training videos to the State in a State approved SCORM format to be able to include in the State's internal Learning Management System.
- 1.15. Data Retention and Integrity:
- 1.15.1. The selected Vendor must preserve and make available all data and records for a period of six (6) years from the latter of the complete termination of the Contract, the partial termination of the Contract, or the date of final payment under this Contract unless a longer period of time is required by law.
 - 1.15.2. The selected Vendor must ensure that the Data integrity error rate and routing errors of any transaction conforms to industry standards for such data.
 - 1.15.3. The selected Vendor must provide a mitigation plan for all reported deficiencies. Major and critical

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deficiencies must be corrected within forty (40) calendar days of the report submission to the selected Vendor.

- 1.15.4. The selected Vendor must explain how they intend to segment and identify clients receiving State services.
- 1.15.5. The selected Vendor must supply full and direct access to a) Network Participating Provider level data from the Customer Relationship Management (CRM) solution and b) Client level data to support ad hoc queries by the State.
- 1.16. Helpdesk Support
 - 1.16.1. The selected Vendor must provide Help Desk support for questions from the State, Clients, and Network Participants.
 - 1.16.2. The selected Vendor must provide within two (2) hours, programmatic support on the data received via the Batch file.
 - 1.16.3. The selected Vendor must provide Help Desk support during the hours of 7:00 a.m. to 4:30 p.m. Eastern Standard Time, Monday through Friday.
 - 1.16.4. The selected Vendor must respond within two (2) hours of the initial query.
- 1.17. Data Location
 - 1.17.1. The selected Vendor must provide its Services to the State and its end users solely from data centers within the contiguous United States. All storage, processing and transmission of Confidential Data and State Data shall be restricted to information technology systems within the contiguous United States. The Contractor must not allow its End Users, as defined in Appendix I – Exhibit K DHHS Information Security Requirements, to store Confidential Data or State Data on portable devices, including personal computers, unless prior written exception is provided by the Department of Health and Human Service’s Information Security Office.
- 1.18. Privacy Impact Assessment (PIA)
 - 1.18.1. Upon request, the selected Vendor must allow and assist the State in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or State system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the State access to applicable systems and documentation sufficient to allow the State to assess at minimum, the following:
 - 1.18.1.1. How PII is gathered and stored.
 - 1.18.1.2. Who will have access to PII.
 - 1.18.1.3. How PII will be used in the system.
 - 1.18.1.4. How Client consent will be achieved and revoked; and
 - 1.18.1.5. Privacy practices.
 - 1.18.2. The State 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.
- 1.19. Background Checks
 - 1.19.1. The selected Vendor must conduct criminal background checks, at its own expense, and not utilize any End Users, to fulfill the obligations of the Contract who have been convicted of any crime of

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dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. Contractor agrees it will initiate a criminal background check re- investigation of all employees, volunteers, interns, and subcontractors assigned to this Contract every five (5) years. The five (5) year period will be based on the date of the last Criminal Background Check conducted by the Contractor.

- 1.19.2. The selected Vendor must promote and maintain an awareness of the importance of securing the State's information among the Contractor's End Users, as defined in Appendix I – Exhibit K DHHS Information Security Requirements. Contractor's End Users shall not be permitted to handle, access, view, store or discuss Confidential Data until an attestation is received by the Contractor that all Contractor End Users associated with fulfilling the obligations of this Contract are, based on criteria provided herein are, eligible to participate in work associated with this Contract.
- 1.19.3. The State may, at its sole expense, conduct reference and screening of the Contractor Project Manager and the Contractor Key Project Staff.
- 1.20. Business Requirements and Technical Requirements
 - 1.20.1. The selected Vendor must be responsible for meeting the Business and Technical Requirements associated with this project which are identified in Attachment 1 - *IT Requirements Workbook*.
- 1.21. Deliverable, Activity, or Milestone
 - 1.21.1. The selected Vendor must be responsible for meeting the Deliverables, Activities and/or Milestones identified in Appendix E 1: Deliverables / Activities / Milestones Pricing
- 1.22. Data Protection
 - 1.22.1. The Contractor must comply with Appendix I – Exhibit K DHHS Information Security Requirements.
- 1.23. Data Integration and Ingestion
 - 1.23.1. The selected Vendor must provide the professional services and ensure automation no less than once per day, ability to export and/or provide direct data connection access all of the data maintained by the system and if needed delivered to the State via sFTP, per Appendix I – Exhibit K DHHS Information Security Requirements or another secured methodology mutually agreed upon by both parties. Additionally, a data dictionary and model must be provided for any data being provided to the State.
 - 1.23.2. The selected Vendor must provide professional services to assist in the ingestion of the data provided utilizing the State's Informatica, Oracle and Tableau tools as well as create data models, visualizations, reports and dashboards for data analytics in the State's Enterprise Business Intelligence (EBI) system that currently consists of an Oracle 19c database, Informatica for ETL and Metadata Management, and Tableau for reporting and data visualizations.
 - 1.23.3. The selected Vendor must provide professional services to assist in the consumption, interfaces and workflows of the databases and case management contents in the State's herein specified solutions for SoNH 211, the Doorways, the ADRCs, and the Rapid Response Access Point, including but not limited to creating data mapping models, visualizations, reports and dashboards for data analytics in the State's Enterprise Business Intelligence (EBI) system that currently consists of an Oracle 19c database, Informatica for ETL and Metadata Management, and Tableau for reporting and data visualizations.
- 1.24. Contract End-Of-Life Transition Services

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1.24.1. General Requirements

- 1.24.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the State and, if applicable, the Contractor engaged by the State to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as “Recipient”). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the State, the Contractor must begin working with the State and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The State shall provide the DTP template to the Contractor.
- 1.24.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure (“Internal IT Systems”) of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 1.24.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data in relationship to this contract said Tools will be inventoried and returned to the State, along with the inventory document, once transition of State Data is complete.
- 1.24.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the State and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 1.24.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the State’s Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the State.
- 1.24.1.6. In the event where the Contractor has comingled State Data and the destruction or Transition of said data is not feasible, the State and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Appendix I – Exhibit K DHHS Information Security Requirements.

1.24.2. Completion of Transition Services

- 1.24.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the State and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the State of an issue requiring additional time to complete said product.
- 1.24.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Appendix I – Exhibit K DHHS Information Security Requirements.

1.24.3. Disagreement over Transition Services Results

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

1.25. State Owned Devices, Systems and Network Usage

1.25.1. If Contractor End Users are authorized by the State's Information Security Office to access the State's network or system and/or use a state issued device (e.g., computer, iPad, cell phone) in the fulfillment of this Contract, each Client being granted access must:

1.25.1.1. Sign and abide by applicable State and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required.

1.25.1.2. Use the information that they have permission to access solely for conducting official state business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-State use, and that at no time shall they access or attempt to access information without having the express authority of the State to do so;

1.25.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access.

1.25.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the State, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State;

1.25.1.5. Only use equipment, software, or subscription(s) authorized by the State's Information Security Office.

1.25.1.6. Follow the State's procedure for requesting and installing State authorized software on State equipment.

1.25.1.7. Agree that email and other electronic communication messages created, sent, and received on a state-issued email system are the property of the State of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "state-funded email systems."

1.25.1.8. Agree that use of email must follow State and NH DoIT policies, standards, and/or guidelines; and

1.25.1.9. Agree when utilizing the State's email system:

1.25.1.9.1. To only use a state email address assigned to them with a "@affiliate.DHHS.NH.Gov".

1.25.1.9.2. Include in the signature lines information identifying the End User as a non-state workforce member; and

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1.25.2. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: “This message may contain information that is privileged and confidential and is intended only for the use of the Client(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”

Agree End User’s will only access the State’ intranet to view the State’s Policies and Procedures and Information Security webpages.

- 1.25.3. Contractor End Users with a State issued email, access or potential access to Confidential Data, and/or a workspace in a State building/facility, must:
- 1.25.4. Complete the State’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting State Data or Confidential Data.
- 1.25.5. Sign the State’s Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Statewide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.
- 1.25.6. The Contractor agrees, if any End User is found to be in violation of any of the above-stated terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 1.25.7. The Contractor agrees, to notify the State a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess State credentials and/or badges or who have system privileges. If End Users who possess State credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the State’s Information Security Office or designee immediately.
- 1.26. Workspace Requirement
 - 1.26.1. If applicable, the State will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.
- 1.27. Website And Social Media
 - 1.27.1. The selected Vendor must agree if performance of services on behalf of the State involves using social media or a website to solicit information of clients that it is Confidential Data. The Contractor must work with the State’s Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the State meets all State and NH DoIT website and social media requirements and policies before making final changes.
 - 1.27.2. The selected Vendor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Data solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Data is subject to Appendix I – Exhibit K DHHS Information Security Requirements and Exhibit I: DHHS Business Associate Agreement and all applicable state and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

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1.27.3. State of New Hampshire's Website Copyright

- 1.27.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

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APPENDIX C: TOPICS FOR MANDATORY RESPONSES

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

TABLE C: Topics	
	PAGE LIMIT
C-1 Proposed Software Solution	
Topic 1 – Description of Solution	7 - Attachment Unlimited (optional)
Topic 2 – Technical Architecture	5
Topic 3 – Software Releases	5
Topic 4 – Data Import/Export Standards	3 - Include Attachment
C-2 Vendor’s Technical, Service and Project Management Experience	
C-2.1 Services	
Topic 5 – Community Engagement	10
Topic 6 – Resource Directory	10
Topic 7 – Client Consent	10
Topic 8 – Referral Management	10
Topic 9 – Work Plan, Status Meetings and Reports	10
Topic 10 – Performance Requirements	10
C-2.2 Security and Protection of Data	
Topic 11 – Information Security and Privacy	10
Topic 12 – Solution Security	10
Topic 13 – Security Testing	3
Topic 14 – Security Risk Assessment	3
Topic 15 – Data Quality	3
Topic 16 – Historical Data	5
C-3 State Personnel and Training	
Topic 17 – User Training Approach	10
Topic 18 – Preparation and Expectations of State Staff Including Technical Knowledge Transfer	10

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C-4 Project Execution	
Topic 19 – Implementation Approach	10
Topic 20 – Testing	6
Topic 21 – Migration Strategy	3
Topic 22 – Environment Setup	2
C-5 Project Management	
Topic 23 – Solution Acceptance Criteria	5
Topic 24 – Project Risk and Issue Management	2
C-6 Ongoing Operations for Vendor Hosted Solution	
Topic 25 – Hosting	5
Topic 26 – Interoperability	5
Topic 27 – Backup and Recovery	3
Topic 28 – Assurance and Business Continuity Plan	3
Topic 29 – Support and Maintenance for Hosted Solution	2
Topic 30 – Data Retention and Integrity	5

C-1. Proposed Software Solution

TOPIC 1 DESCRIPTION OF SOLUTION

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

1. Provide a detailed description of your proposed Software Solution, including features and functionality.
2. Describe how your Solution meets the requirements in Attachment 1 - *IT Requirements Workbook*.

TOPIC 2 TECHNICAL ARCHITECTURE

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

1. Describe the technical architecture (Software, Hardware, Database and Network) of the proposed Solution.
2. Describe the benefits of the technical architecture (i.e. scalability, adaptability, interoperability, etc.).
3. How will the proposed software Solution be accessed (i.e. Web Browser over Internet, desktop client)?
4. Describe any additional software that will be required on end-point devices and the access authorization level required to install it.
5. Describe any add-on or third-party Software required.

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6. Is your product dependent on an existing solution not included in this proposal?
7. What programming languages are used for development, configuration, and customization of the proposed Solution? When was the core Software written?
8. What components of the Software, such as Middleware, are proprietary?
9. Is the proposed application considered Open Source Software?
 - a. Describe any Open Source Software used by the proposed Solution.
 - b. Describe the degree to which the proposed Solution meets the requirements of RSA chapter 21-R:10, 21-R:11, 21-R:13. <http://www.gencourt.state.nh.us/rsa/html/i/21-r/21-r-mrg.htm>
10. Describe any hardware requirements associated with the hardware Solution.
11. Describe how data will be stored. Include storage scalability.

TOPIC 3 SOFTWARE RELEASES

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

1. Discuss the following aspects of anticipated future releases of the proposed Software. Coverage should include but not be limited to the following:
2. What types (maintenance, Enhancement, other) of releases are planned, and when?
3. What is the historical (past 3 years) and expected frequency of each type of new release?
4. How is the content of future releases determined (e.g., Sources of input may include, but are not limited to: required maintenance, security updates, user input, federal guidelines, industry standards)?
5. How do users provide Enhancement requests? How are requests prioritized?
6. Are Enhancements made for specific clients included in future releases for all clients?
7. Are users able to request State-specific Enhancements? What is that process and timeline?
8. How do you characterize requests for changes and determine the associated cost?
9. Explain how you delineate what changes require additional costs versus minor changes that are included as requirements outlined in the Attachment 1 - *IT Requirements Workbook*.
10. Explain State permissions in terms of making changes to the solution.
11. What specific Enhancements are planned for release within the next 24 months?
12. How is the content of a release communicated to the varying types of clients?
13. How is release implementation handled? Is there a user acceptance testing phase?
14. Can components of a release be applied individually or by Module without adversely affecting the overall functionality of the Solution?
15. How long is a release supported?

TOPIC 4 DATA IMPORT/EXPORT STANDARDS

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

1. Provide a detailed description of the mechanism and tools included in the proposed Solution to enable Interfaces defined in Attachment 1 - *IT Requirements Workbook*.

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

C-2. Vendor’s Technical, Service and Project Management Experience:

C-2.1. Services

TOPIC 5 COMMUNITY ENGAGEMENT

The State will evaluate the Vendor’s ability to engage the State’s provider community and operationalize care coordination across the State.

Provide detailed responses to the following:

1. How will your organization assess and prioritize community engagement across the State? Include a work plan that breaks down by county the number of providers, their affiliates and prioritization plan.
2. How will your organization engage the provider community to ensure implementation and continued utilization of the solution?
3. Detail the outreach and engagement activities the selected vendor will employ with providers to increase the number of providers joining and utilizing the solution? Include how the selected vendor will maintain existing network participating providers.
4. How will your organization implement and continue to reinforce a statewide public awareness campaign?
5. What is your organizations capacity to support a statewide public awareness campaign to make providers and clients aware of the solution? Provide a communication outreach plan that will be sent to the provider community. Include examples of successful outreach completed in other States that focuses on outreach to the provider community and the benefits to clients.
6. How will your organization assist in operationalizing the Statewide Governance Steering Committee, in collaboration with the State? Include how the organization will:
 - a. Complete a care coordination roadmap.
 - b. Prioritize recommendations.
 - c. Provide guidance surrounding legislation.
 - d. Collaborate with the State on new Committee members.
7. How will your organization assist in operationalizing a statewide provider user group, in collaboration with the State? Include how the group will evaluate and prioritize recommendations for enhancements and care coordination roadmap.

TOPIC 6 RESOURCE DIRECTORY

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The State will evaluate the Vendor's ability to engage the State's provider community and operationalize care coordination across the State.

Provide detailed responses to the following:

1. How will your organization support a public facing version of the resource directory and ensure that it reflects a timely refreshed version of the directory, include the frequency interval for refreshing the public facing version?
2. How will your organization ensure the information in the resource directory is up-to-date and accurate? Include information on the closed loop referral solutions ability to:
 - a. Search and display all of the network providers.
 - b. Filter the search by:
 - i. Provider type.
 - ii. Zip code.
 - iii. Services offered (multi select option for multiple services).
 - iv. Availability.
 - v. Provider name.
 - vi. Provider phone number.
 - vii. Provider address (if not confidential).
 - viii. Services offered.
 - ix. Hours of operation.
 - x. Website link if applicable.
 - xi. Directions (using Google Maps, or similarly accessible, free and user-friendly alternative, if not confidential).
3. How will your organization create and maintain an informational customer portal that is accessible to the general public?
4. How will the platform have the capacity to provide periodic (at minimum daily) and planned data extractions, for use by the State and its prioritized provider networks in the event that full interoperability cannot be achieved with one or more, and how will it integrate with State platforms.
5. Explain your organization's methodology of managing requests for technical assistance from clients regarding password resets, website or platform issues. Provide the Level of SLA timeframes for timely response.

TOPIC 7 CLIENT CONSENT

The State will evaluate the Vendor's proposed delivery methodology and ability to maintain a robust process to support the right of clients to opt-in or opt-out of the solution.

1. How will your organization deliver and maintain a robust process to support the right of clients to opt-in or opt-out of the solution? Include how the proposed solution will ensure the ability for clients to rescind consent, and the history of consent opt-in and opt-out, by client, inclusive of archiving with an original time/date stamp.
2. How will your organization ensure clients are provided information to support making a meaningful consent decision?

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3. What is the methodology the selected vendor will use to document client consent? Include a copy of your privacy and confidentiality consent forms.
4. How will your organization leverage digital signature and other means of obtaining consent for each client?
5. How will your organization ensure the ability for network providers and entities to communicate with clients via SMS, email, interfaces for purposes of obtaining client consent and for one-way messages to clients?

TOPIC 8 REFERRAL MANAGEMENT

The State will evaluate the Vendor's ability to provide an improved care coordination for clients.

1. How will your organization provide a "whole person view" for clients to ensure improved care coordination among resource providers, including services rendered, outstanding referrals, patient demographics, resource providers currently involved in the client's care plan?
2. How will your organization provide a referral solution that incorporates the ability to provide a comprehensive list of potential service providers to address identified needs?
3. How will your organization ensure the closed loop referral solution incorporates the assessment and screening tools specified in Section 1.10.4 as part of the solution, inclusive of the ability for providers to create a pick list of screening tool options best applicable for the provider to collect and enter answers into so that the solution provides recommended services for referrals to the provider to relay to the client or to the client directly via self-service?
4. How will the Vendor's proposed CLR solution correctly identify appropriate providers to meet the recommended services for referrals to be created, responded to and managed by the referring and receiving providers or by the client directly to send via self-service?
5. How will the Vendor's proposed CLR solution allow for the creation of additional screenings, from the ones listed above, that would link to providers and their services to further refine and streamline referral processes? How will the solution allow providers and clients to:
 - a. View the services received.
 - b. Send and/or receive referrals.
 - c. Automate notifications.
 - d. Provide case management capabilities.
 - e. Information on the outcome of those services, subject to applicable law, the providers' permissions and the client's consent.
 - f. Provide the referral management.
 - g. Provide various screening assessments, to meet assessment needs for the various services provided by DHHS and the State's providers and community-based organizations to allow for a single point of information disclosure eliminating the multiple entries of data, including historical data of previous screenings completed.
 - h. Search the solution by receiving provider name, submitter provider name, service, location, distance, outcome, receipt date, closed date, accepted date, client name, client address, age, race, ethnicity, marital status and gender.
 - i. Provide a provider registration form must be available online and include but not be limited to the following elements: Name, Organization, Title, City, County, State, Postal

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Code, Email, hours of operation, provider type, and services offered (drop down list supporting one or multiple selections).

TOPIC 9 WORK PLAN, STATUS MEETINGS AND REPORTS

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

1. The State sees a Work Plan as essential to reaching a comprehensive agreement with a Vendor. Consequently, the State will seek to refine the proposed Work Plan prior to Contract approval with the selected Vendor and to incorporate the refined Work Plan by reference into a Contract.
2. Provide a preliminary Work Plan depicting tasks, task dependencies, Schedule, milestones/critical events Deliverables, and payment Schedule. Include the Deliverables outlined in Attachment 1 - *IT Requirements Workbook*, appropriate status meetings and Reports, and include other Deliverables that you, based on past experience, would recommend be developed on this Project.
3. Define both proposed Written and Software Deliverables. Include sufficient detail that the State will be able to identify departures from the Plan in sufficient time to seek corrective action. In particular, provide information about staffing.
4. How will the solution collect and provide monthly reports on data associated with overall network performance, Network participating provider performance, efficiency gains, and identified gaps or opportunities for improved services and outcomes?
5. Provide for digital outcome reporting to improve quality of care, reduce service gaps, and reduce overall costs of services.
6. Provide an intuitive user interface that minimizes data entry, verifies entered data values against specified data type and format and avoids duplicate entry of same information.
7. Provide a reporting solution on demographics and the related outcomes of services delivered based on the initial referral, including but not be limited to: was the referral responded to in the agreed upon timeframe, were the services rendered, were additional follow up services required and were there additional referrals for services, number of referrals not acted upon?
8. Describe all Deliverables to be produced in the Project Work Plan. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:
 - a. All assumptions upon which the Work Plan is based;
 - b. Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
 - c. Assignments of members of the Vendor’s team identified by role to specific tasks;
 - d. Critical success factors for the Project;
9. Discuss how this Work Plan will be used and the State’s access to Plan details.
10. Discuss frequency for updating the Plan, at a minimum biweekly and for every status meeting. Explain how the State will know whether the Project is on Schedule, project expenses incurred to date, and within budget.

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11. Define your planned approach to maintaining all project documentation. For example, how will this documentation be available to the State staff (Word Doc, SharePoint, etc.).

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

1. The State believes that effective communication and Reporting are essential to Project success. As reasonably requested by the State, Vendor shall provide the State with information or Reports regarding the Project. Vendor shall prepare special Reports and presentations relating to Project Management, and shall assist the State in preparing Reports and presentations.
2. How the solution will collect and provide monthly reports on data associated with overall network performance, resource provider performance, efficiency gains, and identified gaps or opportunities for improved services and outcomes?
3. How will your organization provide reports for overall network performance based on the performance requirements outlined in Appendix B Scope of Services, Section 1.12 Performance Requirements?
4. Describe how you will Report Project health to communicate Project status with Stakeholders and for the early recognition of factors that may result in Project problems requiring special attention.
 - a. Time to delivery
 - b. Interactions
 - c. Services rendered
 - d. Number of referrals received and denied
 - e. Number of referrals accepted
 - f. Number of referrals accepted and closed
 - g. Number of referrals accepted and not closed
 - h. Number of referrals accepted and cancelled
 - i. Number of duplicate referrals by client
 - j. Number of referrals submitted
 - k. Number of referrals not closed or not acted upon
 - l. Days to closure
 - m. Number of same client repeat referral requests within a 90 day period
 - n. Ability to filter by date range
 - o. Age
 - p. Ethnicity
 - q. Gender
 - r. Zip code
 - s. Public health network
 - t. Provider type
 - u. Provider name
 - v. Town, city, and county.
 - w. Military Status
 - x. Military family member

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5. How will your organization provide digital outcome reporting to improve quality of care, reduce service gaps, and reduce overall costs of services?
6. How will your organization provide an intuitive user interface that minimizes data entry, verifies entered data values against specified data type and format and avoids duplicate entry of same information?
7. How will your organization provide a reporting solution on demographics and the related outcomes of services delivered based on the initial referral? Including if the referral was responded to in the agreed upon timeframe, were the services rendered, were additional follow up services required and were there additional referrals for services, and number of referrals not acted upon.

TOPIC 10 PERFORMANCE REQUIREMENTS

The State will evaluate the Vendor's ability to provide a referral solution that meets care coordination needs.

1. Please provide the **CLR Network Provider Growth** deliverables schedule (Complete Attachment 1 - *IT Requirements Workbook*, Tab - **CLR Network Provider Growth** Template) and provide a written work plan. Within the Template include the proposed deliverable, phase in which the deliverable will take place, quantitative milestones for each deliverable, proposed on-time, first-delay and second-delay delivery dates for each deliverable; and the corresponding proposed on-time fee and reduced fee for each.
2. How will your organization develop a **Closed Loop Referral Network Participating Provider Engagement Program (NPPEP)** for the purpose of providing CLR Network participating providers with incentives for activities. Include in your response
 - Propose a design of the NPPEP.
 - Develop rewards for providers associated with provider activities, which shall include, but is not limited to:
 - Submitting referrals through the CLR.
 - Accepting/acknowledging referrals received through the CLR.
 - Improving the timeliness of providers engaging referred Clients in services or steps to determine eligibility for services. Be responsible for the administration of the NPEP, subject to the State's approval of the final NPEP design.
3. How will your organization develop the Rapid Response Access Point call center, dispatch, deployment and tracking of mobile crisis team activity functionality, for the purpose of maximizing care coordination needs in real-time, urgent or crisis bases by July 1, 2024. Include in your response
 - Propose a design for each for inclusion in the CLR solution.
 - Propose referral management for each and include referrals received by call, text, chat and directly through the CLR platform:
 - Submitting referrals, including applicable supporting documentation, such as petitions for involuntary emergency admission, care insights, screening tools, through the CLR.
 - Accepting/acknowledging referrals received through the CLR, including applicable timestamps for each phase of the referral management process

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(e.g., initiating the referral, receipt thereof, response thereto, completion of coordinated hand-off and engagement of the responding provider).

C-2.2. Security and Protection of Data

TOPIC 11 INFORMATION SECURITY AND PRIVACY

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

Provide detailed responses to the following:

1. Does your organization have a comprehensive security risk management structure for the management of client information?
2. Does your organization conduct Privacy Impact Assessments and Data Protection Impact Assessments?
3. What support or processes do you have in place to assist with the State's data privacy impact assessments (DPIA)?
4. Describe your organization's approach to the management of information security.
5. Does your organization have a current and enforced information security management policy?
6. Does your organization have an Information Security Incident and Response plan and process in place for organization and client solution and/or data?
7. Do you utilize an independent third party to conduct annual information security penetration tests of your IT solutions?
8. List the type of documented information security policies that your organization has in place.
9. Does your organization follow NIST 800-53 standards?
10. Has your organization experienced any information security breaches, ransomware, phishing, or malware incidents?
11. Have you ever had security incidents or events with a third-party vendor?
12. Does your organization have a third-party management strategy or policy?
13. List and describe which third-party vendors you would share our information with.
14. What security controls/practices do you have in place to safeguard the security and confidentiality of our data with third-party vendors?
15. Describe the process you have in place for sharing and auditing subcontractors who will be required to adhere to the terms and conditions of our BAA, information security requirements, and other contract terms and conditions?

TOPIC 12 SOLUTION SECURITY

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

1. Describe the Solution security design and architectural features incorporated into the proposed Software including:

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

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

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

TOPIC 13 SECURITY TESTING

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

1. Describe the testing tools and methodologies used for testing the security of the Software Application and Hosting environment.
2. How can you ensure compliance around the security and confidentiality of State Data collected in the solution?
3. What security validation Documentation will be shared with the State?
4. Do you use internal or external resources to conduct Security Testing?

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5. Describe how the solution will address penetration testing and provide attestation of the results, as well as the testing frequency.

TOPIC 14 SECURITY RISK ASSESSMENT

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

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

1. If the solution requires the engagement of a Cloud Service Provider, do you use SOC 2 reports as part of your strategy to assess that effective security controls are in place, as well as, to address security risks as it relates to security, availability, processing integrity, confidentiality and privacy?
2. Does your organization have an Information Security Risk Management Plan?
3. Which security risk model or framework does your organization use?
4. Describe your organization's security risk assessment policy and process for client projects.
5. Does your organization employ risk assessment tools to monitor for potential risk to client solutions and data?
6. In regards to client projects, does your organization perform a security risk assessment after a new or major solution change is made prior to going into production? What is the process if a vulnerability is detected?
7. How will the solution flag provider registration information as confidential and have role based ability to share information where needed?
8. Complete and digitally sign the NH DoIT DHHS Version the Vendor Risk Assessment Report (VRAR) Appendix J. Please note if there is a discrepancy with the Appendix I – Exhibit E DHHS Information Security Requirements take precedence over the requirements outlined in the VRAR

TOPIC 15 DATA QUALITY

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

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

TOPIC 16 HISTORICAL DATA

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

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

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

C-3. State Personnel And Training

TOPIC 17 USER TRAINING APPROACH

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

1. Describe in detail the options for Vendor-supplied training. Include a proposed training schedule, training groups (e.g., solution administrators, users, IT staff), training topics, and the available training formats (e.g., in-person, webinars, virtual meetings, one-on-one, On-line on-demand, editable versions for the State) that you will provide. Include the following:
 - a. Availability in Sharable Content Object Reference Model (SCROM) format.
 - b. How your organization will present training materials targeted to the specific business needs and workflow concerns of specific service types (eg, SUD, Housing, Mental Health)?
 - c. Methods used to ensure that presentation and published materials will be formatted to support cultural, learning, visual impairment, and language preferences.
 - d. How self-directed, web-based online training tools will be used to supplement direct end-user trainings using relatable scenarios, activities, and videos.
 - e. How your organization will define the geographic communities to support consistency and continuity of training?
2. Describe in detail the Documentation available to support the trainings. Include help screens, On-line or printable manuals and knowledge bases. If any of these resources need to be developed or modified for your proposed Solution, include a timeline for their availability. If there are access restrictions on any of this material, indicate what those restrictions are.
3. Describe how your organization will solicit end user feedback regarding the usability of the application, as well as suggested feature enhancements, as well as how this feedback will be incorporated into future enhancements based on a defined and published roadmap.
4. How does your organization intend to assess and respond to the needs of program staff relating to referrals and care coordination?
5. What are the frequencies and methods used to:
 - a. Collect and assess client feedback on barriers to the successful assignment and closure of referrals?
 - b. Work with DHHS and community providers to develop and implement changes to further align clients with providers for successful referrals and subsequent closures?

TOPIC 18 PREPARATION AND EXPECTATIONS OF STATE STAFF INCLUDING TECHNICAL KNOWLEDGE TRANSFER

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

1. Describe how the Vendor will expect State staff assigned to the Project Team to be involved throughout the Project, including design meetings, decision making, and scope control.
2. Demonstrate your organization's ability to manage scope creep by discussing tools and methodologies, as well as past Project experiences.
3. Provide an overview of Project Team interactions and dependencies between functions.
4. Provide recommendations for State staff requirements to maintain the solution after Implementation (skill, # of resources, etc.). Include a worksheet or table identifying State staff resources and the projected number of weekly hours to support the solution moving forward.
5. The transfer of technical knowledge is important for operations, configuration/development, workflow, business setup, maintenance, and management. Address training curriculum, training priorities and prerequisites, specific commercial and custom courses, and one-on-one learning opportunities for State staff.
6. Describe and provide samples of the available Documentation supporting the Solution. Does the Documentation include technical specifications, troubleshooting tips, technical contact information?
7. Describe your internal, and if applicable, third-party or subcontractor knowledge transfer process between the Vendor's proposed solution and the Vendor's solution implementation team. that ensures a comprehensive understanding of the solution requirements and functions by the implementation team, to ensure optimum solution performance and maintenance needs are effectively shared and knowledge transferred to applicable State Project Team staff.

C-4. Project Execution

TOPIC 19 IMPLEMENTATION APPROACH

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

1. Provide one or more feasible Implementation Plan. For each plan provided:
2. Describe your process to connect this Solution to existing State architecture. Include a timeline and any support required by the State.
3. Discuss cost implications of the plan, including implications on maintenance fees and available Implementation options that would lower costs.
4. Address the level of risk associated with each plan.
5. Why is this the approach you recommend?
6. Will the Vendor provide a tool for the State and Vendor to communicate and share information throughout the Project (e.g. SharePoint, Portal). Describe the tool and how the Vendor will communicate with the State through this tool.
7. Describe the methodology that will be employed to assure that each type of Deliverable is of high quality before submission for State consideration (Written, Software, and Non-Software). Discussion should include but not be limited to:

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

TOPIC 20 TESTING

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

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

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

Test Phase	Vendor Role /Responsibility	State Role/Responsibility	Tools	Timeframe
Management of the Testing Process				
Test planning				
Test scenario development				
Data preparation				
Solution preparation				
Unit Testing				
Solution integration testing				
Defect tracking				
etc.				

5. What support will be provided to prepare State staff prior to and during Acceptance Testing? (Training, user Documentation, staff on site, remote support, etc.)
6. Will configured Software be delivered in functional components for State Acceptance Testing?
7. The State has defined 3 levels of Defect severity. Describe how you will adopt this methodology or provide a mapping to outline your proposed representation of Defect severity.
8. What tools will be used to document and track status of suspected Defects?
9. What role will the State play in classification and prioritization of Defects?

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10. How quickly will a suspected Defect be investigated and how quickly will the Defects be corrected?
11. Provide a sample User Acceptance Test Plan from a completed Project as an appendix.
12. Will Solution performance be measured and documented using the State's infrastructure and Data? If yes, how? (Not needed for Hosting?)

TOPIC 21 *MIGRATION STRATEGY*

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

1. It is our assumption that the Data Conversion/Migration Plan is a Deliverable that will ultimately lay out the plan required to convert and migrate Data from Closed Loop Referral legacy solution to the new environment. Discuss your high-level approach to carrying out Data conversion/migration activities. Be sure to discuss software tools and processes used to support this effort.
2. Describe the approach that will be used for assessing Data quality and conducting Data cleansing prior to conversion. Be sure to include whose responsibility it will be and the process you are proposing to deal with incomplete records in the legacy solution.
3. Discuss the use of automated tools in Data conversion. When will automated tools be used? When will manual intervention be required?
4. What Data do you know will be challenging to convert/migrate and why? What special approach will you recommend as part of the planning document to help reduce the impact of this challenge on this Project?
5. Discuss your approach to working with the Agency to document a Data conversion/migration plan and process. Describe how you will determine how much historical Data is available and what is appropriate to be made available within the new solution.
6. Define expectations for State and Vendor roles during the development of the Data conversion/migration plan and process.
7. What lessons learned can you share with us from other Implementations that are important to understand as part of development of the Data conversion/migration plan and process?

TOPIC 22 *ENVIRONMENT SETUP*

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

1. Describe the different Software and hardware environments required for the concurrent development, testing, and production of the proposed Solution. Discuss how the proposed environments support the Implementation of the Hosted Solution, including all necessary training.
2. The State believes that additional Software License fees solely related to establishing environments for normal development lifecycle would be inappropriate. If the Proposal differs from this standard, describe and provide rationale for the difference.

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3. Provide diagrams of the environment including Data architecture, Data flows (Include as an attachment).
4. Describe the ramifications to the State if the recommended environment is not followed. (example – separate Database and Application Server works better for clients)

C-5. Project Management

TOPIC 23 SOLUTION ACCEPTANCE CRITERIA

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

1. Propose measurable criteria for State final Acceptance of the Solution.
2. Discuss how the proposed criteria serve the interest of the State.

TOPIC 24 PROJECT RISK AND ISSUE MANAGEMENT

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

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

C-6. Ongoing Operations For Vendor Hosted Solution

TOPIC 25 HOSTING

Describe the service model being offered.

1. How will your organization ensure the hosting requirements, as outlined in Attachment 1 - *IT Requirements Workbook* are met?

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

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If the contract includes protected health information (PHI), the service provider's relevant Data Center(s) must be HIPPA compliant and have a current HROC (HIPPA report on compliance) and a third-party compliance assessment with evident the vendor has completed a security risk assessment and resolved any deficiencies or vulnerabilities.

1. Provide Certifications and latest audit of the Data Center(s) being used in the Solution offered.
2. If Certifications and audits cannot be provided the service provider will be required to implement and maintain appropriate administrative, technical and selected vendors security measures to safeguard against unauthorized access, disclosure or theft of Personal Information and Non-Public Information. Such security measures must be in accordance with recognized industry practices such as in the National Institute of Standards and Technology (NIST) Controls 800-53 Rev 4 where applicable. Describe controls including but not limited to:
 - a. Data storage, Data Encryption, Data destruction, Data location, Data handling,
 - b. business continuity and disaster recovery plan;
 - c. Security incident or Data Breach notification,
 - d. change control and maintenance,
 - e. patching and upgrades
3. Describe how the Service Provider will provide compliance to all Federal and State of New Hampshire laws, regulations, statutes, policies, standards, and best practices relevant to internet based Hosting.
4. The State requests regularly scheduled Reporting to the State of New Hampshire. Describe the availability of Reports available to the State including latency statistics, user access, user access IP address, user access history and security logs for all State of New Hampshire files related to this contract.
5. The State requires the solution to be available 24/7/365 (with agreed-upon maintenance downtime), and for the Vendor to provide service to customers as defined in a SLA which will be developed and agreed to in the Contract phase. The State also requires the Service provider to guarantee 99.9% uptime (excluding agreed-upon maintenance downtime). Describe how you will meet these requirements.
6. Describe how the solution to have the ability to support a solution that supports self-referrals by clients (or guardians).
7. Describe how the solution will support efforts to digitalize a Comprehensive Core Screening Assessments (CCSA) tool and create functionality to identify post-screening needs to begin the process self-referral. The intention of this requirement is to provide a guideline and procedure for client self-screening, similar to the screening of persons for social determinants of health and other core measures.

TOPIC 26 INTEROPERABILITY

The State requires interoperability of the solution to ensure participating providers have the ability to search and match clients.

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1. Describe the level of interoperability of your solution and identify factors associated with the lack of interoperability functionality. Include the following:
 - a. Ability to implement flexible data interfaces (API/Web Services) with the existing State data sources solutions of record.
 - b. Ability to search and match clients and eliminate duplication. Searching algorithm must support standard, multi variable and case flexible matching.
 - c. Ability, cost, requirements and timeline to integrate the Software into an existing Electronic Health Record solution and case management solution.
 - d. Capacity, costs, requirements and timeline to support Single Sign-On and Mobile Applications.
 - e. Ability for providers to match a client from an EHR to the platform and secure data exchange via FHIR or another approved messaging solution
 - f. Ability to search algorithm that support standard, multi variable and case flexible matching.
 - g. Vendor must demonstrate the capacity to support Single Sign-On and Mobile Applications.
 - h. Demonstrate the ability to ensure coordination and integration with components, other State solutions and allow interoperability on a mutually agreed timeline for designated solutions and subject to additional fees.
 - i. Provide documentation for standards and API's associated with Interoperability for any network provider to consume as needed to include SAML single sign-on and FHIR.
2. How will the data be classified in relation to the interoperability of the solution?
3. How does your solution have consistency when identify patients?
4. How will your organization handle the standards of Standards for Sending, Receiving and Managing Information between Health Solutions?

TOPIC 27 BACKUP AND RECOVERY

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

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

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6. Discuss how the disaster recovery plan addresses the recovery of lost State Data as well as your own.
7. Will the Solution include the option to have the collected Data stored at the Vendor's site, at the State site or both?

TOPIC 28 ASSURANCE OF BUSINESS CONTINUITY

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

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

TOPIC 29 SUPPORT AND MAINTENANCE FOR HOSTED SOLUTION

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

1. Describe how the Solution hardware, Software, and Database will be maintained in accordance with the Specifications, terms, and conditions of the RFP, including providing upgrades and fixes as required.
2. Describe the Help Desk Support that will be available to State staff including hours of operation, phone vs Email, access to technical support staff.
3. Describe the classification of a Software Defect (bug) that will be used to indicate the degree of negative impact on the quality of the Software and anticipated response times.
4. Describe any particular procedures required to handle escalation and emergency calls.
5. Detail the types and frequency of support tasks required.
6. Describe any different levels and or models of support and maintenance that you provide
7. Describe how the Vendor will work with the State to identify and troubleshoot potentially large-scale Solution failures or Deficiencies by collecting the following information:
 - a. mean time between Reported Deficiencies with the Software;
 - b. diagnosis of the root cause of the problem; and
 - c. identification of repeat calls or repeat Software problems.

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

- a. nature of the Deficiency;

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

TOPIC 30 DATA RETENTION AND INTEGRITY

The State will evaluate whether the Vendor's proposed data retention and integrity meets the following:

- 1. How will the selected vendor ensure that the Data integrity error rate and routing errors of any transaction conforms to industry standards for such Data? Include a mitigation plan for all reported deficiencies. Major and critical deficiencies must be corrected within forty (40) calendar days of the report submission to the Vendor.
- 2. How will the selected vendor segment and identify clients receiving DHHS services?
- 3. How will you supply full and direct access to:
 - a. Network Participating Provider level data, and
 - b. Client level data to support ad hoc queries by DHHS for DHHS services?

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APPENDIX D STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

APPENDIX D: STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

1. Vendor Qualifications

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

- a. Corporate qualifications of each Vendor proposed to participate in the Project;
- b. Proposed team organization and designation of key staff;
- c. Individual qualifications of Candidates for the role of Project Manager; and
- d. Individual qualifications of Candidates for other key staff roles.
- e. This Appendix identifies specific information that must be submitted.

2. Required Information on Corporate Qualifications

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

2.1. Financial Strength

Provide at least one of the following:

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

-2.2. Litigation

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

2.3. Prior Project Descriptions

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

- a. An overview of the project covering type of client, objective, project scope, role of the firm and outcome;
- b. Project measures including proposed cost, actual project cost, proposed project schedule and actual project schedule;

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- c. Names and contact information (name, title, address and current telephone number) for one or two references from the client; and
- d. Names and project roles of Clients on the Vendor proposed team for the New Hampshire Project that participated in the project described.

2.4. Subcontractor Information

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

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

3. Team Organization and Designation of Key Vendor Staff

Provide an organizational chart depicting the Vendor Project Team. This chart should identify key staff required from the Vendor, any Subcontractors, and the State.

Define the responsibilities and length of assignment for each of the roles depicted in the organizational chart. Identify the positions that should be designated key staff. Ensure that designation of key Vendor staff includes subject matter experts in the following areas:

- 1. Experience in working with Medicaid Program
- 2. Experience in the type of services to be provided by this RFP;
- 3. Relevant education and training, including college degrees, dates of completion and institution name and address.

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

3.1 Candidates for Project Manager and Key Vendor Staff Roles

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

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

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APPENDIX D STANDARDS FOR DESCRIBING VENDOR QUALIFICATIONS

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

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APPENDIX E: PRICING

1. Pricing

The State has determined a Not to Exceed Total Price Limitation of \$11,150,000 for the duration of this contract period. This does not include renewal years. The State has determined the below price breakdown:

Project Schedule	Timeframe	Price
Design, Development and Implementation (DDI) (12-15 Months) Period	Beginning Upon Governor and Executive Council approval- September 30, 2025	Not to exceed: \$4,000,000
Maintenance and Operations Year 1	Any Maintenance & Operations (M&O) cost incurred from G&C Approval through conclusion of DDI period shall be covered under DDI. M&O cost can start to be incurred upon conclusion of DDI or if otherwise determined by the State. First year of Operations: October 1, 2025 – September 30, 2026.	Not to exceed: \$1,600,000 in M&O for the first year of operations
Maintenance and Operations Year 2	October 1, 2026 – September 30, 2027	Not to exceed: \$1,850,000
Maintenance and Operations Year 3	October 1, 2027 – September 30, 2028	Not to exceed: \$1,850,000
Maintenance and Operations Year 4	October 1, 2028 – September 30, 2029	Not to exceed: \$1,850,000
	Total Not to Exceed:	\$11,150,000

1. Design, Development and Implementation includes the following:
 - a. Planning activities, including impact assessments, gap analyses, proof of concepts, requirements analyses (functional/business and technical), and any preparation activities necessary for the implementation/administration/operations.
 - b. Interfaces and establishing connectivity (e.g., system to web-based portal).

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- c. Integration and configuration activities to interact with software solutions or applications.
 - d. Preparation and development or enhancement of contingency plans, business continuity plans, disaster recovery plans and security plans.
 - e. Initial software leasing/licensing (including SaaS and COTS).
 - f. Configuration and minimal customization of COTS software.
2. Maintenance & Operations must include the following:
 - a. System and/or software maintenance.
 - b. Web-based portal and technology maintenance.
 - c. System(s) and web-based portal operation.
 - d. On-going software leasing or licensing.
 - e. On-going proprietary software leasing or licensing.
 - f. Training of personnel directly engaged in the operation of a system.
 3. Please refer to [List of Reimbursable Activities and Eligible Federal Financial Participation Rates \(https://sgp.fas.org/crs/misc/R43847.pdf\)](https://sgp.fas.org/crs/misc/R43847.pdf) for an updated list of activities and corresponding match rates. Refer to [M&O Rates for Medicaid E&E Systems \(https://www.medicaid.gov/federal-policy-guidance/downloads/SMD16004.pdf\)](https://www.medicaid.gov/federal-policy-guidance/downloads/SMD16004.pdf) for more detailed information specific to FFP rates for Medicaid E&E systems activities.
 4. Vendor’s Price Proposal must be based on the worksheets formatted as described in this Appendix.
 5. The Vendor must assume all reasonable travel and related expenses. All labor rates will be “Fully Loaded”, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out-of-pocket expenses.

1.1.Deliverables / Activities / Milestones Pricing

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

Table E-1.1				
ACTIVITY / DELIVERABLES/ MILESTONES PRICING WORKSHEET				
	ACTIVITY, DELIVERABLE OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	PRICE
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff	Meeting		
2	Work Plan	Written		
3	Attestation of background check	Written		
4	Project Status Reports	Written		

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5	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written		
6	Information Security Plan (ISP)	Written		
7	Communications and Change Management Plan	Written		
8	Software Configuration Plan	Written		
9	Systems Interface Plan and Design/Capability	Written		
10	Testing Plan	Written		
11	Data Conversion Plan and Design	Written		
12	Deployment Plan	Written		
13	Comprehensive Training Plan and Curriculum	Written		
14	End User Support Plan	Written		
15	Business Continuity Plan	Written		
16	Documentation of Operational Procedures	Written		
17	Bring Your Own Device (BYOD) Security Plan (if applicable)	Written		
18	Data Protection Impact Assessment (DPIA)	Written		
19	Systems Security Plan (SSP) (the SSP must include security requirements of the system and describe the controls in place, or planned, for meeting those requirements. The SSP must also delineate responsibilities and expected behavior of all users who access the system)	Written		
20	Disaster Recovery Plan (DRP)	Written		
21	Third-Party Software and Subscription List (list must include version, the State's license rights and identify if it is software or subscription).	Written		

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Total Planning and Project				
INSTALLATION				
22	Provide Software Licenses if needed	Written		
23	Provide Fully Tested Data Conversion Software	Software		
24	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software		
Total Installation				
TESTING				
25	Conduct Integration Testing	Non-Software		
26	Conduct User Acceptance Testing	Non-Software		
27	Perform Production Tests	Non-Software		
28	Test In-Bound and Out-Bound Interfaces	Software		
29	Conduct System Performance (Load/Stress) Testing	Non-Software		
30	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software		
31	Security Risk Assessment (SRA) Report o if PII is part of the Contract, the SRA must include a Privacy Impact Assessment (PIA) o if BYOD (is approved by the State's Information Security to use, then the SRA must include a BYOD section)	Written		
32	Security Authorization Package	Written		
Total Testing				
SYSTEM DEPLOYMENT				
33	Converted Data Loaded into Production Environment	Software		
34	Provide Tools for Backup and Recovery of all Applications and Data	Software		
35	Conduct Training	Non-Software		
36	Cutover to New Software	Non-Software		
37	Provide Documentation	Written		
38	Execute System Security Plan	Non-Software		
Total System Deployment				
Grand Total: Deliverables				

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1.2. Software License Pricing

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

Table E-1.2.		
SOFTWARE LICENSE PRICING WORKSHEET		
	SOFTWARE ITEM	INITIAL COST
1		
2		
3		
Total		

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

1.3. Software Operations, Maintenance and Support Pricing

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

Table E-1.3.					
SOFTWARE OPERATIONS, MAINTENANCE, AND SUPPORT PRICING WORKSHEET					
SOFTWARE NAME	DDI Period	Maintenance and Operations Year 1	Maintenance and Operations Year 2	Maintenance and Operations Year 3	Maintenance and Operations Year 4
Total Per SFY					
TOTAL					

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

1.28. Any costs associated with Interoperability shall be identified as a separate line item on the cost proposal, otherwise it will be considered included in the overall costs of the system.

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1.4. Hosting Pricing

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

Table E-1.4.					
HOSTING DETAIL PRICING WORKSHEET					
HOSTING DESCRIPTION	DDI Period	Maintenance and Operations Year 1	Maintenance and Operations Year 2	Maintenance and Operations Year 3	Maintenance and Operations Year 4
Total per SFY					
TOTAL					

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

1.5. Community Services Pricing

Please utilize the following table to detail the required costs associated with the following:

Table E-1.5.					
Community Services Pricing					
	DDI Period	Maintenance and Operations Year 1	Maintenance and Operations Year 2	Maintenance and Operations Year 3	Maintenance and Operations Year 4
Community Engagement					
Resource Directory					
Client Consent					

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Referral Management					
Total per SFY					
TOTAL					

Include a written breakdown of the cost associated with each above item.

E-1.6. Performance Payments

The closed loop referral solution must deliver quantifiable evidence that its use expands support for quality outcomes for clients and stakeholders. The State will implement the following pay for performance structure, as follows:

CLR Network Participating Provider Growth

Propose payment for deliverables in Attachment 1 - *IT Requirements Workbook*, Tab - **CLR Network Provider Growth**. Proposed cost are subject to 100% on-time delivery of all items. DHHS retains right to waive any or all fee reductions when it determines the selected Vendor expended best reasonable effort to timely achieve the applicable deliverable.

CLR Network Participating Provider Engagement Program (NPPEP)

Payment will be reimbursed on a cost-reimbursement basis, according to the reward schedule, pursuant to the Agreement’s budget and subject to State approval.

Upon the State’s approval of the NPPEP design, cost associated with will be determined. The selected vendor will receive up to 5% of the total NPPEP cost as an administrative fee.

1.7. Other Costs

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

Table E-1.7.					
OTHER COST PRICING WORKSHEET					
OTHER COST DESCRIPTION	DDI Period	Maintenance and Operations Year 1	Maintenance and Operations Year 2	Maintenance and Operations Year 3	Maintenance and Operations Year 4
Total per SFY					
TOTAL					

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

1.8. Pricing Summary

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

Table E-1.8.		
SUMMARY PRICING WORKSHEET		
COST TABLE #	COST TYPE	TOTAL COST
1	Activities/Deliverables/Milestones Pricing (Total from Activity/Deliverables/Milestones Pricing Worksheet)	
2	Hardware Pricing (Total from Hardware Pricing Worksheet)	
3	Software License Pricing (Total from Software License Pricing Worksheet)	
4	Software Operations, Maintenance, and Support Pricing (Total from Software Operations, Maintenance, and Support Pricing Worksheet)	
5	Hosting Pricing (Total from Hosting Detail Pricing Worksheet)	
6	Other Pricing (Total from Other Cost Pricing Worksheet)	
Grand Total		

1.9. Vendor Staff, Resource Hours and Rates Worksheet

Use the Vendor Staff Position, Resource Hours and Rates Worksheet to indicate the resources who will be assigned to the Project, hours and applicable rates. Information is required by stage. Names must be provided for resources designated for key roles, but titles are sufficient for others. This information is for reference purposes only and will not be taken into account during our price proposal scoring.

Table E-1.9.				
VENDOR STAFF, RESOURCE HOURS AND RATES PRICING WORKSHEET				
	PROJECT MANAGER	POSITION 1	POSITION 2	ETC.
Planning And Project Management				
Installation				

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Testing				
System Deployment				
Operations				
Total Hours				
Hourly Rate				
Vendor Resource Price Total (Hours X Rate)				

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

1.10. Future Vendor Rates

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

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

Table E-1.11.					
FUTURE VENDOR PRICING WORKSHEET					
VENDOR ROLE	Year 1	Year 2	Year 3	Year 4	Year 5
Project Manager					
Position 1					
Position 2					
etc.					
Total					

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

1.11. Proposed State Staff Resource Hours

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

Table E-1.12.
PROPOSED STATE STAFF, RESOURCE HOURS

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STATE ROLE	PROJECT MANAGER	POSITION 1	POSITION 2	ETC.
Planning And Project Management				
Installation				
Testing				
System Deployment				
Operations				
Total Hours				

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

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APPENDIX F DOIT INFRASTRUCTURE

APPENDIX F: DOIT INFRASTRUCTURE

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

1. Technical Architecture

Components of the State's technical architecture include:

1.1.State Network Environment

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

1.2.Internet Access

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

1.3.VMware

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

1.4.Oracle

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

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2. Future Systems Environment

Future design and development efforts should conform to the emerging environment as defined by the New Hampshire Statewide Strategic Information Technology Plan. This environment is end user centric, utilizing the Internet and Web whenever possible, promoting electronic transactions, and centralized common services (security, e-Commerce), where possible.

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APPENDIX G MERCHANT CARD SERVICES

APPENDIX G: MERCHANT CARD SERVICES

Not applicable

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APPENDIX H DEFINITIONS

APPENDIX H:TERMS AND DEFINITIONS

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

Term	Definition
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Commercial Off The Shelf Software	Software that is purchased from a vendor and is ready for use with little or no change.
Confidential Information or Confidential Data	The definition for this term is located in Appendix I- Example Contract And Appendix I – Exhibit K DHHS Information Security Requirements.
Client	Individual accessing the Closed Loop Referral System who is a client, recipient or beneficiary of New Hampshire Department of Health and Human Services or Department of Military and Veteran Affairs services, which may occur without a provider referral, or an individual who may be served as a result of a referral.
Contract	An agreement between the State of New Hampshire and a Vendor which creates binding obligations for each party to perform as specified in the contract documents. Contract documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contractor Confidential Information	Information the Contractor has clearly identified in writing to the State it claims to be confidential or proprietary.
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the contract term, that may be defined as “Confidential Data” within Appendix I – Exhibit K DHHS Information Security Requirements.
Data Breach	The definition for this term is located in Appendix I – Exhibit K DHHS Information Security Requirements.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.

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Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Infrastructure as a Service (IaaS)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage.
Network Participating Provider	Any organization and their staff or volunteers that utilizes the Closed Loop Referral solution.
Non-Public Information	The definition for this term is located in Appendix I – Exhibit K DHHS Information Security Requirements.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Personal Information	The definition for this term is located in Appendix I – Exhibit K DHHS Information Security Requirements
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Rapid Response Access Point	Provides individuals with phone support and problem solving to help resolve a behavioral health crisis, over the phone support with referrals to outpatient services or inpatient referral if required, and an in-person Mobile Crisis Response Team (MCRT) from a community mental health center that comes to the individual where they are in the community if the crisis can't be resolved over the phone.
Security Incident	The definition for this term is located in Appendix I – Exhibit K DHHS Information Security Requirements
Services	The work or labor to be performed by the Vendor on the Project as described in a contract.
Software	All Custom, SAAS and/or COTS Software provided by the Vendor under the Contract.
Software Deliverables	All Custom, SAAS and/or COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a

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	program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Specifications	The written details that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor not defined as “Confidential Data” within Appendix I – Exhibit K DHHS Information Security Requirements.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
Subscriptions	A signed Agreement between a supplier and the State that the State will receive and provide payment for regular products or services, for a set period of time identified within the Agreement.
Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty Period	A period of coverage during which the Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Attachment 1 - <i>IT Requirements Workbook</i> . The Work Plan must include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

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2022-057 - Electronic Asset Verification System
APPENDIX I: EXAMPLE CONTRACT AND EXHIBITS (For Reference Only – do not complete)

FORM NUMBER P-37 (version 2/23/2023)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		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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2022-057 - Electronic Asset Verification System

APPENDIX I: EXAMPLE CONTRACT AND EXHIBITS (For Reference Only – do not complete)

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and

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all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar day's 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

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12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any

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other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

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EXAMPLE EXHIBIT A: REVISIONS TO STANDARD CONTRACT PROVISIONS

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

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

3.3 The Term may be extended up to _____, (“Extended Term”) at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term,, subject to approval of the Governor and Executive Council.

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

5.5 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

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

8.2.5 give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

9. TERMINATION

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

9.2 Termination Procedure

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- 9.2.1** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.
- 9.2.2** After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:
- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
 - b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
 - c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
 - d. Take no action to intentionally erase or destroy any State Data, which includes State Data held by the Contractor’s subcontractors;
 - e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
 - f. Work with the State to develop a Services and Data Transition Plan per the “Contract End-of-Life Transition” requirements within this Contract; and
 - g. Provide written Certification to the State that Contractor has surrendered to the State all said property.
- 9.2.3** If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor must provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees (“Transition Services”).
- 9.2.4** This covenant in paragraph 9 shall survive the termination of this Contract.

1.5. Provision 10, Property Ownership/Disclosure, is updated with the following addition:

- 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. The data must be returned to the State in a manner and format agreeable to the State
- 10.4** In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information is defined in Appendix I – Exhibit K DHHS Information Security Requirements.

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10.4.1 In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State’s Chief Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

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

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

10.6 A receiving Party also may disclose the disclosing Party’s Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor’s designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor’s information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor’s sole responsibility and at Contractor’s sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State’s notice to Contractor, without any liability to the State.

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

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

12.5 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The

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Contractor must have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor must manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor must annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance. Failure to enter into Business Associate Agreements with its subcontractors that create or receive protected health information on the behalf of the State through this Contract, and failure to comply with the implementation specifications for such agreements is a direct HIPAA violation by the Contractor.

- 12.6** In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:
- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State; or
 - b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

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

27. FORCE MAJEURE

- 27.1** Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.
- 27.2** Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

28. EXHIBITS/ATTACHMENTS

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

29. NON-EXCLUSIVE CONTRACT

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

30. GOVERNMENT APPROVALS

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

31. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within the awarded Agreement, the following Order of Precedence shall govern:

- i. State of New Hampshire, Department of Health and Human Services Contract Agreement.
- ii. State of New Hampshire, Department of Health and Human Services RFP.
- iii. Additional Contractor Provided Documents
- iv. Contractor Quote or Proposal

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EXHIBIT B – SCOPE OF SERVICES

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

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EXHIBIT C – PAYMENT TERMS

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

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EXHIBIT D CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN PARTICIPANTS

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 contractors (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 contractor (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. Grantees using this form should send it to:

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

1. The Contractor 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 Contractor’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 Contractor’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

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- employment under the grant, the employee will
- 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor signatures will be obtained.

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EXHIBIT E CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor signatures will be obtained.

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EXHIBIT F CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this grant agreement, the prospective primary participant is providing the certification set out below.

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.

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.

The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this grant agreement 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.

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.

The prospective primary participant agrees by submitting this grant agreement 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.

The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary

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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.

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).

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

have not within a three-year period preceding this proposal (grant agreement) 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;

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 (l)(b) of this certification; and

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.

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 (grant agreement).

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LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (grant agreement), 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:

are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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 (grant agreement).

The prospective lower tier participant further agrees by submitting this proposal (grant agreement) that it will include this clause entitled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor signatures will be obtained.

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

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

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

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

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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.

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

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

Contractor signatures will be obtained.

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

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

Contractor signatures will be obtained.

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 (Form P-37) (“Agreement”), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the “Business Associate.” The State of New Hampshire, Department of Health and Human Services, ”Department” shall be referred to as the “Covered Entity,” The Contractor and the Department are collectively referred to as “the parties.”

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

- (1) Definitions.

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- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
- “Breach,” “Designated Record Set,” “Data Aggregation,” “Designated Record Set,” “Health Care Operations,” “HITECH Act,” “Individual,” “Privacy Rule,” “Required by law,” “Security Rule,” and “Secretary.”
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. “Constructively Identifiable,” means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. “Protected Health Information” (“PHI”) as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. “Part 2 record” means any patient “Record,” relating to a “Patient,” and “Patient Identifying Information,” as defined in 42 CFR Part 2.11.
- f. “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.
- (2) Business Associate Use and Disclosure of Protected Health Information.
- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.
- b. Business Associate may use or disclose PHI, as applicable:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA

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with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.
- (3) Obligations and Activities of Business Associate.
- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity’s Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:
- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate’s investigation.
- f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate’s and the Covered Entity’s compliance with HIPAA

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and the Privacy and Security Rule, and Part 2, if applicable.

- g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein and an agreement that the Covered Entity shall be considered a direct third party beneficiary of all the Business Associate's business associate agreements.
- h. Within ten (10) 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 BAA and the Agreement.
- i. 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.
- j. 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.
- k. Business Associate shall document any disclosures of PHI and information related to any 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.
- l. 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.
- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) 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.
- n. Within thirty (30) 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-ups of such PHI in any form or platform.
 - l. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business Associate maintains

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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

Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.

- a. 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 BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- b. 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 of Agreement for Cause

In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.
- b. Change in law. Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. Segregation. If any term or condition of this BAA 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 BAA are declared severable.

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- f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) n.I., the defense and indemnification provisions of section (3) g. and Paragraph 13 of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

Contractor signatures will be obtained.

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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 Participant 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 (UEI#)
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.

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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 UEI (SAM.gov) 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:

Contractor signatures will be obtained.

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

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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 Participant’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 Participant, such as date and place of birth, mother’s maiden name, etc.
9. “Privacy Rule” shall mean the Standards for Privacy of Participantly 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 Participants 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 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

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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 Participant.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

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III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all

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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.).
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,

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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 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 Participantly 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.

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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.
 - e. limit disclosure of the Confidential Information to the extent permitted by law.
 - f. Confidential Information received under this Contract and Participantly 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

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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
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

Contractor signatures will be obtained.