State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS (RFP) #DHHS 2016-046

FOR

State Disbursement Unit
and
Electronic Funds Transfer Services

February 2016

Table of Contents

1. INTRODUCTION 4
1.1. Purpose and Overview 4
1.2. Request for Proposal Terminology 4
1.3. Contract Period 5
2. BACKGROUND AND GENERAL INFORMATION 6
2.1. Background 6
2.2. New Hampshire DHHS, Division of Child Support Services 7
2.3. Current SDU Information 7
2.4. General Information 11
2.5. Disqualification 11
3. STATEMENT OF WORK 12
3.1. Operation Site Requirements 12
3.2. Child Support Billing Services 13
3.3. Processing Payments Received 15
3.4. Disbursing Child Support Payments 19
3.5. Electronic Funds Transfer and Electronic Data Interchange Services (EFT/EDI) 19
3.6. Self-Service Web Portal 23
3.7. Automated Response Unit (ARU) for Child Support Payees 24
3.8. Customer Services for Child Support Payee Cardholders 26
3.9. Instructional Materials for Child Support Payee Cardholders 27
3.10. Banking Services 27
3.11. Data Transfer 28
3.12. Staffing 29
3.13. Education and Training 30
3.14. Delegation and Subcontractors 30
3.15. Compliance 31
3.16. Conversion 34
3.17. Performance Standards 35
4. FINANCE 36
4.1. Financial Standards 36
5. PROPOSAL EVALUATION 39
5.1. Technical Proposal – 200 Points 39
5.2. Cost Proposal – 100 Points 39
5.3. Proposal Evaluation Scoring Process 39
6. PROPOSAL PROCESS 41
6.1. Contact Information – Sole Point of Contact 41
6.2. Procurement Timetable 41
6.3. Mandatory Letter of Intent 41
6.4. Bidders' Questions and DHHS Answers 42
6.5. RFP Amendment 43
6.6. Proposal Submission 43
6.7. Compliance 44
6.8. Non-Collusion 44
6.9. Collaborative Proposals 44
6.10. Validity of Proposals 44

6.11. Property of Department 44
6.12. Proposal Withdrawal 44
6.13. Public Disclosure 44
6.14. Non-Commitment 45
6.15. Liability 45
6.16. Request for Additional Information or Materials 46
6.17. Oral Presentations and Discussions 46
6.18. Contract Negotiations and Unsuccessful Bidder Notice 46
6.19. Scope of Award and Contract Award Notice 46
6.20. Site Visits 47
6.21. Protest of Intended Award 47
6.22. Contingency 47
7. PROPOSAL OUTLINE AND REQUIREMENTS 48
7.1. Presentation and Identification 48
7.2. Outline and Detail 49
8. MANDATORY BUSINESS SPECIFICATIONS 55
8.1. Contract Terms, Conditions and Penalties, Forms 55
9. ADDITIONAL INFORMATION 55
9.1. Appendix A – Exceptions to Terms and Conditions 55
9.2. Appendix B – Contract Minimum Requirements 55
9.3. Appendix C – Price Schedule 55
9.4. Appendix D – CLAS Requirements 55
9.5. Appendix E – Program Staff List 55
9.6. Appendix F – Staff Minimum Qualifications 55
9.7. Appendix G – SDU Information Technology Provisions Statement of Work 55
9.8. Appendix H – Technical Requirements Checklist 55
9.9. Appendix I – Physical Security Requirements 56
9.10. Appendix J – Required Data Elements for Payment Processing 56
9.11. Appendix K – Statement on Standards for Attestation Engagements (SSAE 16) 56
9.12. Appendix L – Corrective Action / Liquidated Damages Disclosure 56
9.13. Appendix M – Required Data Elements for Billing Coupons 56

1. INTRODUCTION

1.1. Purpose and Overview

The State of New Hampshire, acting through DCSS, is soliciting sealed bid proposals from responsible and qualified vendors for the provision of State Disbursement Unit (SDU) and Electronic Funds Transfer Services (EFT) in accordance with applicable federal and state authority. The specific services required are: the management and administration of child support billing to payors, the management and administration of child support billing to employers, the posting of child support payments received, the disbursement of DCSS-authorized monies to child support payees, the imaging and transmission of all payment information to DCSS, associated banking services and check writing, and all related services. The Contractor selected shall also be expected to process child support payments made via Electronic Funds Transfer/Electronic Data Interchange (EFT/EDI), check, money order, and cash.

Written proposals submitted in response to this Request for Proposal shall describe with specificity the Vendor's qualifications, experience and ability to provide the required services as they uniquely apply to the New Hampshire child support program. Proposals shall be compliant with the minimum requirements of this Request for Proposals (hereinafter "RFP") to qualify for a review.

1.2. Request for Proposal Terminology

ACF – The Administration for Children and Families, US Department of Health and Human Services,

Conflict of Interest - A situation, circumstance, or financial interest which has the potential to cause a private interest to interfere with the proper exercise of a public duty.

DCSS - Division of Child Support Services; the State of New Hampshire agency that locates putative fathers, works with child support payors and payees, collects and distributes child support, and operates according to the guidelines of Title IV-D of the Social Security Act.

DHHS – The New Hampshire Department of Health & Human Services,

Disbursement – Monies disbursed to a payee (which may include payee representatives, such as another governmental agency) by the SDU.

IV-D – Federal requirements contained in Title IV-D of the Social Security Act; the federal law that provides the mandate and authority for DCSS to provide child support services.

IV-D case – All information, documents, relevant facts, dates, actions taken, contacts made and results in a case pertaining to child support; the collection of documents used to compose a child support case file. Also used to describe whether a family composition is receiving IV-D establishment and enforcement services.

Non-Negotiable Payments and Transactions – Child support payments made in paper or electronic form that are made out to the wrong payee, postdated, unsigned, unreadable, damaged, stale dated (older than six (6) months), and checks that have a legal line that does not match the courtesy line, except as otherwise directed by DCSS.

OCSE – Office of Child Support Enforcement. OCSE is within the Administration for Families and Children and part of the U.S. Department of Health and Human Services.

Payee –Parent or caretaker entitled to receive child support.

Payment – Monies received through the SDU as payment in a child support case.

Payor – Parent ordered to pay child support.

RFP – Request for Proposals. A Request for Proposals means an invitation to submit a proposal to provide specified goods or services, where the particulars of the goods or services and the price are proposed by the vendor and, for proposals meeting or exceeding specifications, selection is according to identified criteria as provided by RSA 21-I:22-a and RSA 21-I:22-b.

State Disbursement Unit (SDU) – A State Unit that uses automated procedures, electronic processes and computer technology for the collection and disbursement of child support payments. Coordinates with the State of New Hampshire's statewide child support enforcement automated system, NECSES. Complies with federally mandated procedures, including receipt and disbursement of all payments, accurate identification of payments, prompt disbursement of the custodial parent's share of any payment and furnishing to any parent, upon request, timely information on the current status of payments under a support order.

Federal requirements of the SDU include, but are not limited to: giving employers one and only one location for submitting withheld income; operating the SDU in coordination with the state's CSE automated system; using the SDU to collect and disburse support payments; keeping an accurate identification of payments; promptly disbursing money to obligees or other states; furnishing parents with a record of the current status of support payments; using automated procedures, electronic processes, and computer-driven technology to the maximum extent feasible, efficient, and economical; and disbursing to custodial parents all amounts payable within two (2) business days after receipt.

1.3. Contract Period

Contracts that are developed and awarded as a result of this RFP are proposed to be in effect for July 1, 2016 through June 30, 2021. If a start-up period is needed, the Contract Period may begin as early as June 1, 2016, with 100% service capacity available for July 1, 2016.

As with all State contracts, the duration of the contract is subject to the availability of funds. The Department reserves the right to renegotiate the terms and conditions of the contract in the event applicable local, state, or federal law, regulations or policy are altered from those existing at the time of the contract in order to be in continuous compliance therewith.

The Department reserves the right to extend the completion date of the contract for up to five (5) additional years, subject to continued availability of funds, satisfactory performance of services, and approval of the Governor and Executive Council.

2. BACKGROUND AND GENERAL INFORMATION

2.1. Background

Every child living in NH has a legal right to financial support from both parents, even if the parents are divorced, separated or never married. Pursuant to RSA 161:2 XIV and XVI, the NH Department of Health and Human Services, (DHHS), is responsible for establishing, directing and maintaining a program of child support based upon Title IV-D of the Social Security Act as amended. DHHS, through its Division of Child Support Services (DCSS), helps families establish and enforce child support orders - both medical and financial.

An essential component of maintaining a successful child support program includes the operation of a State Disbursement Unit (SDU) that timely and accurately receives, processes, and disburses child support payments. The 1996 enactment of the Personal Responsibility and Work Opportunity Reconciliation Act, Pub. L. 104-193, included a requirement that state Child Support Enforcement agencies operate centralized automated units for collection and disbursement of child support payments.

Highlights of the SDU requirements contained in the law include, but are not limited to, requiring all states: to give employers one and only one location for submitting withheld income; operating the SDU in coordination with the state's CSE automated system; using the SDU to collect and disburse support payments; keeping an accurate identification of payments; promptly disbursing money to custodial parents or other states; furnishing parents with a record of the current status of support payments; using automated procedures, electronic processes, and computer-driven technology to the maximum extent feasible, efficient, and economical; and disbursing to custodial parents all amounts payable within two (2) business days after receiving the money from the employer.

NH implemented its initial SDU in 1999. Beginning in 2002, DCSS has utilized contractors to operate an SDU that meets NH's needs and applicable Federal and State regulations. The original Vendor, ACS State & Local Solutions, was purchased in February 2010 by Xerox State & Local Solutions, Inc. This Vendor is currently under contract to provide SDU services. The contract expires June 30, 2016 and is supported with 66% Federal funds and 34% General Funds.

2.2. New Hampshire DHHS, Division of Child Support Services

The Division of Child Support Services is New Hampshire's designated agency for fulfillment of the US Department of Health and Human Services, Administration for Children and Families (ACF), Title IV-D program. The Federal Office of Child Support Enforcement (OCSE), located within the ACF, provides direction, guidance, and oversight to state IV-D Agencies. OCSE oversees a performance based penalty and incentive system within which states must provide services to child support enforcement (IV-D) cases. Under the incentive system, states can be rewarded for their performance in running an effective IV-D program, or penalized if they fail to perform at acceptable levels. One of the performance measures used to evaluate state performance is cost effectiveness.

The New Hampshire Division of Child Support Services is responsible for the establishment and enforcement of approximately 38,100 child support cases statewide. Over the past two (2) years, the caseload has remained fairly stable.

2.3. Current SDU Information

The SDU uses DCSS generated data to print and mail bills, identify child support payments received, identify child support disbursements to be issued, perform banking and check-writing functions, as well as electronic funds transfer services. Federal regulations require the SDU to meet standards for data collection, privacy and physical security.

The SDU receives wage assignments from employers and direct payments from child support payors, records and deposits these monies into a specified DCSS account, and transmits this information to DCSS. The information is processed through DCSS' child support case management system, the New England Child Support Enforcement System (NECSES), to determine the appropriate distribution of the child support payments received amongst a child support payor's debts, and to identify the appropriate disbursement of such funds to payee(s). In accordance with Federal regulations, DCSS then authorizes the SDU to execute disbursement to the appropriate payee(s). Most payees reside in New Hampshire but others are located in other states or countries.

2.3.1. Transactions Processed Monthly

An average of 22,400 child support financial instruments are received for deposit each month; and an average of 42,200 child support transactions (including disbursements) are processed at the SDU monthly, including an average of 19,800 EFT transactions.

It is anticipated that child support payments received, EFT transactions processed and child support disbursements paid out may increase during the Contract Period.

2.3.2. Imaging and Processing

The SDU takes and retains an image of payments received, including any documents within the envelope and an image of the envelope itself. The major categories of payments that require imaging and processing (both automated and manual) are listed in Table 1:

Table 1	
Payment Type	Approximate Volume (in percentage) of Payments Received
Direct	11%
Wage withholding	77%
Out-of-state agencies and liens	12%

2.3.3. Case Types

2.3.3.1. **Direct Payment Cases:** DCSS produces and provides to the Contractor, in the middle of every month, an electronic file sent by File Transfer Protocol (FTP), from which the Contractor prepares a monthly billing. The Contractor produces and mails a bill containing a statement of each payor's account and payment coupons, for a one-month period, to the payor at least one week prior to the start of the next month. The Contractor provides envelopes or address labels for this billing. The payor receives the entire month's document(s) and then uses a payment coupon to document payments consistent with the ordered frequency.

Court orders create obligations that may require weekly, bi-weekly, semi-monthly, or monthly payments. Currently, in direct payment cases, approximately 9,115 bills are produced monthly, which result in approximately 4,473 transactions per month. Individual bills and coupons are not mailed to payors who are subject to wage withholding. Items received by the Contractor with direct payment transactions include payments and/or correspondence.

2.3.3.2. **Wage Withholding Cases:** On a weekly basis, DCSS provides to the SDU an employer wage withholding file that contains the information the SDU utilizes for producing Income Withholding Coupons. Every week the Contractor produces and mails Income Withholding Coupons (Form 693) to the employers of payors who are subject to wage withholding. The employer, based on the employer's payroll frequency, returns the Form 693 with the payments to the SDU. The date the payment is received at the SDU is the date that is recorded as the receipt date by the Contractor. The Form 693 lists the names of all the employees from whose compensation the employer is obligated to withhold child support.

The Contractor uses the Form 693 as an input document. The Contractor produces approximately 5,163 copies of Form 693 each week, which results in approximately 32,173 transactions per month. Items received by the Contractor with wage withholding transactions include payments and/or correspondence.

2.3.3.3. **Arrearage Only Cases:** DCSS has an estimated 5,000 "arrearage only" cases. Arrearage cases rarely have changes in scheduled payments. Payments received in arrearage cases are processed in the same manner that direct pay cases and wage withholding cases are processed, as applicable for each case.

Note: Due to the infrequency of cases changes, DCSS would consider longer term coupon booklets for these cases, such as three (3) or six (6) month duration.

2.3.3.4. **Out-of-State Cases (OST):** Payments are received at the SDU from agencies and other entities in other states. The Contractor processes child support payments received from these agencies.

Each month, there are approximately 4,600 OST payments received, including those made by EFT, and there are approximately 400 financial instruments issued by child support agencies and other entities such as courts, and county agencies. There is no standardized format for these OST payments; each jurisdiction determines their own format.
Items received by the Contractor from out-of-state agencies include payment and/or correspondence.

2.3.3.5. **Lien Cases:** Payments are received from banks, insurance companies and other sources that represent payment of liens placed on the payor's assets. The Contractor forwards these payments daily to the DCSS-designated office within DHHS.

2.3.4. Payment Receiving Sites

The majority of payments are remitted directly to the SDU. Occasionally, payments are received by a DCSS District Office and then forwarded to the SDU. Approximately 40 district office transactions are processed each month.

2.3.4.1. **Payments Received at a District Office**: DCSS staff complete a Payment Receipt, Form 681 (See: Attachment A) for each payment received in a District Office, and logs all payments received on a Record of Daily Receipts, Form A15. The DCSS staff then forwards the payments, corresponding documentation, and Form A15 to the SDU; the Form A15 summarizes the payments and documentation. The SDU uses the Form 681 as a source document for recording payments received in a district office.

2.3.5. Payment Processing

For all categories of payment, daily the Contractor:

2.3.5.1. Completes imaging for each payment received;

2.3.5.2. Conducts an analysis and determines whether a payment can be processed, either by an automated process or manually, and acts according to the appropriate DCSS directions and requirements;

2.3.5.3. Processes unbalanced EFT transactions and cost recovery transactions, and posts actual dollar amounts, and notifies DCSS of variances. The Contractor uses a specific code to designate these payments.

2.3.5.4. Transmits all payment information and provides a written report of such information to DCSS;

2.3.5.5. Deposits all financial instruments, except those that are non-negotiable, to the DCSS account;

2.3.5.6. Forwards to DCSS an image of all deposited financial instruments and all supporting documentation;

2.3.5.7. Forwards all payments that cannot be deposited because the payment is non-negotiable, to the DCSS-designated DHHS office, with accompanying documentation; and

2.3.5.8. Forwards to DCSS all termination of employment information received from an employer, including wage withholding coupons returned with the termination section completed, and any correspondence received.

2.3.6. Disbursing Child Support Payments

2.3.6.1. Upon receipt of the information described in subsection 2.3.5.4 through 2.3.5.6., DCSS processes the information through its case management system, the New England Child Support Enforcement System (NECSES), to determine the amount of child support received by the SDU that is payable to the DCSS payee.

2.3.6.2. The DCSS payee and payor case information is updated accordingly to correctly reflect the amount of support paid by the payor and the amount to be paid to the payee, as well as updating child support and arrears balances.

2.3.6.3. On a daily basis, DCSS transmits payee information, and the child support amount to be paid, as authorization to the SDU to process payment to the payee.

2.3.6.4. On a daily basis, the SDU receives the information referenced in subsection 2.3.6.3 and issues the payment to the appropriate payee in the form of payment authorized by the payee, such as paper check, direct deposit, and transfers to money transfer companies.

2.3.7. Electronic Funds Transfer and Electronic Data Interchange (EFT/EDI) Transactions

2.3.7.1. The current number of EFT/EDI transactions is approximately 19,800 per month. It is expected that the number will increase and the number of transactions handled manually via the SDU will decrease.

2.3.7.2. The Contractor provides for the collection of child support payments, including a variety of low-cost (to the payor or employer) electronic payment channels, such as money transfer companies, online processing and through mobile devices.

2.3.8. SDU Audits

DHHS staff perform financial audits, verifications and research transactions processed by the SDU. In the event an investigation into transactions processed through the SDU is required, DHHS conducts its own investigation.

2.4. General Information

This RFP specifies Statement of Work requirements for SDU services in two areas of the RFP. Focusing on service delivery, Section 3. Statement of Work addresses SDU services at the operational and process levels that Bidders must address in preparing proposals. Focusing on information technology solutions, Appendix G SDU Information Technology Provisions Statement of Work and Appendix H Technical Requirements Checklist details requirements Bidders must also address in preparing proposals.

2.5. Disqualification

The Department, at its sole discretion, shall disqualify a Bidder that:

a. Submits a proposal that is received after the submission deadline as specified in Section 6.2 Project Timetable;
b. Upon review is found to have submitted a proposal which includes false, inaccurate, or misleading information; or
c. Upon review of the documentation submitted in response to subsections 7.2.3.2 and 7.2.3.3, is determined to present an unacceptable risk for the successful operation of an SDU.

3. STATEMENT OF WORK

3.1. Operation Site Requirements

3.1.1. Location

The Contractor shall locate its SDU operations within New Hampshire, the exact location of which shall be subject to DCSS written approval.

3.1.2. Security

3.1.2.1. The Contractor shall ensure its SDU operation site meets OCSE security requirements, and the requirements specified in Appendix I, Physical Security Requirements.

3.1.2.2. The Contractor shall provide DCSS-authorized representatives access to its SDU operation site, including for the purpose of conducting forensic investigations and inspections of the physical property on which the SDU contracted services are conducted, at any time. If any SDU services are performed at any other location than the in-state SDU operation site, DCSS shall be provided the same access to such locations for the same purpose. This shall include access to any and all documents, videos and photo/image records. The Contractor shall cooperate with any DCSS investigation and make its employees available for interviews, if necessary.

NOTE: Appendix G, SDU Information Technology Provisions Statement of Work, subsection 2.5, Security Review and Testing, and subsection 5.1.5, Topic 5 – System Security and the Hosted Environment, addresses the Contractor's Information Technology security provisions for its proposed SDU systems. In responding to section 3.1.2 Security, Bidders should describe physical security provisions.

3.1.3. Post Office Box Location

3.1.3.1. The Contractor shall use the following Post Office boxes located at 955 Goffs Falls Road, Manchester, New Hampshire: PO Box 9501, 9502, 9503 and 9504.

3.1.3.2. The Post Office boxes shall be used to accept the following paper version documents:

a. Employer Payments (PO Box 9501);
b. Payor Payments and District Office Receipts (PO Box 9502);
c. Out-of-State and International Payments (PO Box 9503); and
d. Child Support Payment Enrollment Forms (PO Box 9504).

3.1.3.3. In the event of a change in mail volume, or unexpected circumstance, with DCSS written agreement, the Contractor shall obtain additional Post Office boxes as necessary.

3.1.3.4. Upon termination or expiration of the contract, all Post Office boxes that receive SDU mail shall become the property of DCSS.

3.1.3.5. Post Office Box Content Retrieval

The Contractor shall twice daily retrieve the contents of Post Office boxes and deliver such contents to the SDU the same day, Mondays through Saturdays, with the exception of Federally recognized holidays. The Contractor shall ensure contents retrieved are maintained in a secure and confidential manner, and are immediately, safely and wholly delivered to the SDU operation site for processing. The Contractor shall ensure that any individuals retrieving and delivering such contents shall be bonded and insured for this purpose.

Q1. Describe in detail the operation site the Bidder proposes to use for its SDU operation and how the Bidder proposes to meet the requirements stated in subsection 3.1. Operation Site Requirements.

3.2. Child Support Billing Services

3.2.1. Direct Payment Cases

3.2.1.1. DCSS shall produce and provide monthly billing information, via FTP file transfer, to the Contractor each month to enable the Contractor to proceed with monthly billing. Appendix M, Required Data Elements for Billing Coupons, displays the billing file format and lists all the required data elements and associated character spaces for the monthly bill and coupons.

3.2.1.2. For child support payors that choose to receive paper billing, the Contractor shall develop and design monthly bills (Form 684) that include payment coupons. The Contractor shall print, produce, fold, stuff, and mail the printed format bills and coupons to the payor.

3.2.1.3. For child support payors that choose to receive electronic billing, the Contractor shall develop and design an electronic version of monthly bills (Form 684) and associated payment coupons, and electronically transmit these to the payor.

3.2.1.4. Coupons must be imprinted or electronically produced with a MICR line to permit automated processing by an OCR device. A space for the payor to indicate that the enclosed payment is other than his/her regular payment shall also be included.

3.2.1.5. All information appearing on bills and coupons shall be individualized.

3.2.1.6. Monthly bills, regardless of form, shall include the New Hampshire State Seal Insignia, also known as the State Seal. An electronic copy of this image shall be provided by DCSS to the Contractor.

3.2.1.7. Monthly bills and payment coupons, regardless of form, shall be subject to DCSS acceptance and approval prior to printing or release.

3.2.2. Wage Withholding Cases

3.2.2.1. DCSS shall produce and provide weekly billing information, via FTP file transfer, to the Contractor each week to enable the Contractor to proceed with weekly billing. Appendix M, Required Data Elements for Billing Coupons, displays the billing file format and lists all the required data elements and associated character spaces for the monthly bill and coupons.

3.2.2.2. For employers (of payors that are subject to wage withholding) that choose to receive paper Income Withholding Coupons, the Contractor shall develop, design and print the coupons (Form 693), and mail the printed coupons to the employer. Form 693 shall contain the income withholding information for all employees, of the applicable employer, that are payors in wage withholding cases.

3.2.2.3. For employers (of payors that are subject to wage withholding) that choose to receive electronic billing, the Contractor shall develop and design an electronic version of Income Withholding Coupons (Form 684), and associated payment coupons, and electronically transmit these to the employer. Form 693 shall contain the income withholding information for all employees, of the applicable employer, that are payors in wage withholding cases.

3.2.2.4. All information appearing on bills and coupons shall be individualized.

3.2.2.5. Weekly bills, regardless of form, shall include the New Hampshire State Seal Insignia, also known as the State Seal. An electronic copy of this image shall be provided by DCSS to the Contractor.

3.2.2.6. Monthly bills and payment coupons, regardless of form, shall be subject to DCSS acceptance and approval prior to printing or release.

3.2.3. Arrearage Only Cases

3.2.3.1. DCSS shall produce and provide arrearage only case billing information, via FTP file transfer, to the Contractor to enable the Contractor to proceed with monthly billing. Appendix M, Required Data Elements for Billing Coupons, displays the billing file format and lists all the required data elements and associated character spaces for the monthly bill and coupons.

3.2.3.2. For child support payors that choose to receive paper billing, the Contractor shall develop and design monthly bills (Form 684) that include payment coupons. The Contractor shall print, produce, fold, stuff, and mail the printed format bills and coupons to the payor.

3.2.3.3. For child support payors that choose to receive electronic billing, the Contractor shall develop and design an electronic version of monthly bills (Form 684) and associated payment coupons, and electronically transmit these to the payor.

3.2.3.4. Coupons must be imprinted or electronically produced with a MICR line to permit automated processing by an OCR device. A space for the payor to indicate that the enclosed payment is other than his/her regular payment shall also be included.

3.2.3.5. All information appearing on bills and coupons shall be individualized.

3.2.3.6. Monthly bills, regardless of form, shall include the New Hampshire State Seal Insignia, also known as the State Seal. An electronic copy of this image shall be provided by DCSS to the Contractor.

3.2.3.7. Monthly bills and payment coupons, regardless of form, shall be subject to DCSS acceptance and approval prior to printing or release

3.2.4. Out-of-State and Lien Cases

There are no billing requirements for Out-of-State and Lien cases.

Q2. Describe in detail how the Bidder proposes to meet the requirements stated in subsection 3.2. Child Support Billing Services.

3.3. Processing Payments Received

3.3.1. Direct Pay Cases

3.3.1.1. The Contractor shall receive direct case payments in paper and electronic forms.

3.3.1.2. For payors that choose to remit payment in paper form, the payor returns the applicable payment coupon contained in Form 684 with the payment to the SDU. The Contractor shall record the date the payment is received at the SDU as the date of receipt.

3.3.1.3. For payors that choose to remit payment in electronic form, the payor returns an electronic version of Form 684 with the payment to the SDU. The Contractor shall record the date the payment is electronically received at the SDU as the date of receipt.

3.3.1.4. The Contractor shall accept other types of money transfer cards to complete transactions for the payment of child support.

3.3.1.5. The Contractor shall use the Form 684 as an input document.

3.3.2. Wage Withholding Cases

3.3.2.1. The Contractor shall receive wage withholding payments, from employers of payors that are subject to wage withholding, in paper and electronic forms.

3.3.2.2. For employers that choose to remit payment in paper form, based on the employer's payroll frequency, the employer returns the Form 693 with the payment to the SDU. The Contractor shall record the date the payment is received at the SDU as the date of receipt.

3.3.2.3. For employers that choose to remit payment in electronic form, based on the employer's payroll frequency, the employer returns an electronic version of Form 693 with the payment to the SDU. The Contractor shall record the date the payment is electronically received at the SDU as the date of receipt.

3.3.2.4. The Contractor shall use the Form 693 as an input document.

3.3.2.5. Items received by the Contractor with wage withholding transactions include payments and correspondence. The Contractor shall forward information from correspondence received from employers, such as returned wage withholding coupons that have the termination section completed to indicate termination of employment, to DCSS on a daily basis.

3.3.3. Arrearage Only Cases

3.3.3.1. The Contractor shall process payments received in arrearage only cases in the same manner as specified in subsection 3.3.1. Direct Pay Cases or subsection 3.3.2. Wage Withholding Cases, as applicable to the case.

3.3.4. Out-of-State Cases

3.3.4.1. The Contractor shall process out-of-state case payments, regardless if received in paper or electronic form. There is no standardized format for such payments.

3.3.4.2. Items received by the Contractor with out-of-state transactions include payments and correspondence. The Contractor shall forward information from correspondence received with out-of-state case payments, if any, to DCSS on a daily basis.

3.3.5. Lien Cases

3.3.5.1. On a daily basis, the Contractor shall forward payments received in Lien Cases to the DCSS designated office within DHHS for processing.

3.3.6. Payment Processing Requirements for all Case Types

3.3.6.1. All mail (received in electronic or hard copy) shall be opened, imaged and processed by the Contractor on the day received. The Contractor shall:

a. Complete opening and imaging of the items received, including at minimum, all documents within the envelope and the envelope itself;
b. Examine each financial instrument to ensure that it has been made payable to “New Hampshire Department of Health and Human Services” or other payee acceptable to DCSS;
c. Conduct an analysis and determine whether a payment can be processed, either through an automated or manual process, on the day the payment is received; and
d. Act according to the appropriate DCSS directions and data element requirements by payment/case type specified in Appendix J, Required Data Elements for Payment Processing.

NOTE: For any hard copy mail received by the Contractor that has been incorrectly delivered to the SDU, the Contractor shall return the mail piece to the US Postal Service.

3.3.6.2. The Contractor shall process unbalanced EFT transactions, cost recovery transactions, and post actual dollar amounts for all cases, and shall notify DCSS of variances. The Contractor shall use a DCSS-approved code to designate such payments.

3.3.6.3. The Contractor shall accept and deposit payments denominated in foreign currency. Upon receiving payments denominated in foreign currency, the SDU shall immediately initiate conversion to United State dollars. The date that the payment, once converted to United States dollars, is received by the SDU shall be the date of receipt.

3.3.6.4. The Contractor shall retain all images for a period of not less than seven (7) years, and shall provide DCSS with access to any retained image upon request. This provision shall survive the life of the contract.

3.3.6.5. Direct payments, wage withholding payments, and payments received from out-of-state agencies processed by the Contractor shall conform to the standard record layout format for daily input to the NECSES system. The Contractor shall have a DCSS approved method for handling exception transactions for direct payments, wage withholding payments, and payments received from out-of-state agencies. All NACHA approved transactions shall be accepted by DCSS.

3.3.6.6. The Contractor shall process payments utilizing a batching process in which all financial instruments, documents and receipts shall be batched separately in accordance with the type of Payment: Regular, Wage, Out-of-State, and out-of-State Tax Intercept. No batch shall exceed a maximum of one hundred (100) transactions.

3.3.6.7. The Contractor shall, at minimum, make daily deposits to the DCSS account for all payments that can be deposited. The Contractor shall electronically forward to DCSS an image of all deposited financial instruments and all supporting documentation, including all processable payment information and a written report; the documents and daily report shall be forwarded to DCSS no later than the day following the processing of such payments. All original documents related to the processing of payments shall be retained by the Contractor for sixty (60) days and then destroyed by shredding or incineration.

3.3.6.8. The Contractor shall not process non-negotiable financial instruments including, but not limited to, financial instruments that are: made out to the wrong payee, postdated, unsigned, unreadable, damaged, stale dated (older than six (6) months) and financial instruments that have a legal line that does not match the courtesy line, except as otherwise directed by DCSS. The Contractor shall daily electronically forward, to the DCSS-designated office within DHHS, all payments that cannot be deposited because the payment is non-negotiable, with accompanying documentation.

3.3.6.9. The Contractor shall perform research processing on all child support payments received in the SDU that have incomplete or invalid payment information. Research processing shall be an "in-stream" activity occurring on the day the payment is received in the SDU. The Research function shall consist of examining validation data elements to determine the appropriate identifying information for the payment to ensure that it is posted to the correct account.

a. DCSS shall provide the following validation data elements, for each child support case, that include at minimum:
   i. Payor name;
   ii. Payor case identification number;
   iii. Payor member ID number;
   iv. Payor Social Security Number;
   v. Payee name;
   vi. Current employer name and telephone number (if any);
   vii. Wage assignment in effect (if applicable);
   viii. Current weekly support amount (if any wage assignment in effect); and
   ix. Current employer town (if any wage assignment in effect).
b. DCSS shall load validation data into the Contractor's cross-reference database to enable the Contractor's SDU staff to access the data for research purposes.
c. The Contractor's research efforts shall result in one of two outcomes:
   x. Successful identification of a payment, in which case the correct payor/case ID shall be established, recorded, and the payment information shall be included in that evening's transmission to DCSS, and the corresponding instrument shall be deposited in the bank; or,
   xi. No identification of a payment, in which case a generic ID (AAA00000) shall be assigned to the payment, recorded, and the payment information shall be included in that evening's transmission to DCSS, and the corresponding financial instrument shall be deposited in the bank.

3.3.6.10. The Contractor shall monthly provide a separate monthly report that includes daily and weekly itemizations for Direct Payment, Wage Withholding, and Out-of-State (including Out-of-State Tax Intercept) payments received and processed, and the total number of processing services performed each day within those categories for the month.

3.3.6.11. The Contractor shall be responsible for screening and tracking Non-Sufficient Fund (NSF) checks, once provided electronic notice from DCSS of all payors for whom personal checks may no longer be accepted. After this notice is received, the Contractor shall indemnify and hold harmless DCSS for any checks from the identified payors not honored by the bank. The amount of the indemnity shall include, but not be limited to, the amount of the check and all fees and associated costs. For all such checks, DCSS will provide written notice to the Contractor. This notice shall specify the amount, date and check number, and payor name, routing transit number, bank account number and name(s) on the account.

3.3.7. Posting Errors

3.3.7.1. The Contractor shall be responsible for correctly analyzing, classifying, recording and posting all payments. Incorrectly recorded or posted payments can result in incorrect distribution of payments. The Contractor shall be held liable for these errors, pursuant to the process described in subsection 4.1.3.4.

Q3. Describe in detail how the Bidder proposes to meet the requirements stated in subsection 3.3. Processing Payments Received, including at minimum, describing the process the Bidder will use to complete the payment processing requirements in subsection 3.3, and the delivery method to be used to forward the imaged documentation and daily reports to DCSS.

3.4. Disbursing Child Support Payments

3.4.1. DCSS Authorization

3.4.1.1. Upon receipt of the information described in subsection 3.3.6 Payment Processing Requirements for all Case Types, DCSS shall daily process the information through NECSES, to determine the amount of child support received by the SDU that is payable to the DCSS payee. DCSS shall then electronically transmit this information to the Contractor as authorization for the Contractor to generate payment to the payee.

3.4.2. Disbursing Authorized Payments

3.4.2.1. The Contractor shall electronically receive payment information from DCSS and initiate and process the appropriate payment to the appropriate payee within 24 hours.

3.4.2.2. The Contractor shall provide payees with a variety of methods and forms with which to receive such payment, such as direct deposit or a debit card. NOTE: Paper checks are used in special circumstances only, subject to DCSS approval, and are not a general option.

Q4. Describe in detail how the Bidder proposes to meet the requirements stated in subsection 3.4. Disbursing Child Support Payments, including at minimum, describing the process the Bidder will use to disburse payments, identifying the methods and forms of payment the Bidder proposes to offer to payees, and specifying any proposed associated costs to the payees by method/form.

3.5. Electronic Funds Transfer and Electronic Data Interchange Services (EFT/EDI)

The Contractor shall arrange for and provide, accept, and process EFT/EDI transactions for the collection and disbursement of child support payments, including offering a variety of low-cost (to the payor or employer) electronic payment channels, such as debit and money transfer cards, on-line processing, mobile applications, and through mobile devices.

3.5.1. Electronic Payments Provisions for Employers

3.5.1.1. The Contractor shall provide a method or methods to be used by employers in remitting child support payments by electronic means. The method or methods used shall permit the employer to convert the information to either CCD+ or CTX/820 format. The method or methods used shall be the means for the employer to prepare the EFT/EDI file to be sent to the bank in a format that conforms to the NACHA standard.

3.5.2. Cardholder Provisions for Child Support Payees

3.5.2.1. The Contractor shall make debit cards available to child support payees for the disbursement of child support and for account balance information. For those individuals who choose to participate in this method of EFT, the Contractor shall provide the initial debit card to the cardholder at no cost to DCSS or the cardholder.

3.5.2.2. The Contractor shall provide a debit card program that is an industry standard application, primarily using existing commercial networks and retailer's Point of Service devices.

a. The debit card shall be a branded VISA or MasterCard card, shall operate via the VISA or MasterCard network and be accepted by any participating merchant.
b. The debit card shall require a Personal Account Number and/or signature for activation and purchases.
c. The Contractor shall provide a magnetic or chip debit card that: is fully compliant with all federal laws and regulations; meets industry standards, including current PCI standards, for quality and contains security features to activate the card and to prevent counterfeiting.

3.5.2.3. The Contractor shall be responsible for production and issuance of the initial and replacement debit cards. DCSS shall have final approval of the design, content, and process of distribution of the card mailer.

3.5.2.4. The Contractor shall be responsible for the appropriate handling and resolution of debit cards that:

a. Are returned to the Contractor by the US Post Office, and providing DCSS notification of such return;
b. Are returned to the Contractor by the US Post Office with forwarding address information provided by the US Post Office, and providing DCSS notification of such return;
c. Are expired. The Contractor shall specify the expiration timeframe of cards from the issue date and reissue cards in replacement of expired cards. The Contractor shall provide to active cardholders detailed procedures for the reissuance of cards due to expire, including at minimum: the timeframe for reissuance of the card; the procedure for the cardholder to activate the new card; the new account number and account activity balance; activation of the Personal Identification Number;
d. Are unpinned by the cardholder and have funds deposited on the card. The Contractor shall:
    i. Provide a weekly report to DCSS of cards with funds deposited and not pinned/activated by the cardholder. The report shall include the

name, address, telephone number, date of card issuance and first date of funds deposited to the card.

ii. Conduct an outreach to the cardholder. The outreach process and procedure shall be subject to DCSS approval.

iii. Provide a detailed procedure for DCSS to request retrieval of funds from the card. The procedure shall include but not be limited to the timeframe for the retrieval of funds, the method of payment of the funds, the notification to DCSS of retrieval of the funds, and the method of forwarding the funds to DCSS.

e. Are lost, stolen or require replacement other than for the reason of being expired. The Contractor shall provide to cardholders detailed terms and conditions for the replacement of debit cards that include at minimum:

i. Defining what constitutes a replacement card;

ii. The procedure for requesting a replacement card;

iii. the timeframe within which a replacement card will be issued; and

iv. the procedures and conditions for expediting a replacement card.

3.5.2.5. The Contractor shall maintain the confidentiality of any and all cardholder information and cardholder account information. The Contractor shall provide assurances that cardholder information and cardholder account information is protected and kept confidential.

3.5.2.6. Cardholder information and cardholder account information shall not be sold or otherwise shared with any other entity not associated with this contract or for any purpose other than the execution of the contract, unless required by federal or state law.

3.5.2.7. The Contractor shall not use cardholder information or cardholder account information to solicit business.

3.5.2.8. The Contractor shall provide written notification to DCSS of any changes affecting cardholders ninety (90) calendar days prior to the effective date of any change. Changes include but are not limited to, changes in debit card policies or procedures, program rules or adjustments to the cardholder's account balance. All such changes shall be subject to DCSS prior approval.

3.5.2.9. The Contractor shall provide written notification to cardholders of any changes affecting them thirty (30) calendar days prior to the effective date of any change. DCSS shall have final approval of the content of any and all notifications to the cardholders.

Q5. Describe in detail any and all conditions and terms the Bidder proposes to impose on cardholders. Include at minimum details regarding:

i. The replacement of debit cards, what constitutes a replacement card, the procedure for requesting a replacement card, the timeframe within which the debit card shall be replaced, and the procedure and conditions for expediting a replacement card issuance;

ii. Limitations on cardholder use of a debit card (such as number of transactions by type permitted per day by cardholder, minimum and maximum withdrawal amounts by site type, and maximum amount available for withdrawal daily), and any fees or surcharges that the Bidders proposes to impose on cardholders by transaction type; and

iii. Free transactions and services that will be provided to the cardholder and at what quantity.

3.5.3. ATM Access for Child Support Payee Cardholders

3.5.3.1. The Contractor shall provide debit card access through an operating ATM network allowing for national and international ATM access with withdrawal of cash through a normal ATM transaction.

Q6. Describe in detail the Bidder's ATM network, including at minimum the total number of network ATM locations, and indicate where cardholders can use their cards without incurring an ATM or other type of surcharge, and providing the total number of surcharge-free ATM locations. Describe in detail how the Bidder will provide ATM access to cardholders who reside outside of New Hampshire and outside of the United States.

3.5.4. Point of Service (POS) Access for Child Support Payees

3.5.4.1. The Contractor shall ensure the child support payee cardholder is able to use the debit card to purchase goods and services, anywhere the brand (Visa/MasterCard) is accepted, including Internet, mail order, and telephone order purchases, that are charged against the child support payee's available child support account balance.

3.5.4.2. The Contractor shall ensure the operating network shall query the cardholder's available balance at the time of any PIN-based POS transaction and disallow those transactions that would exceed the cardholder's balance.

3.5.4.3. The Contractor shall ensure the cardholder will be able to receive cash back with a POS transaction based on either the store limit or the negotiated cash back withdrawal limit.

Q7. Describe in detail how cards issued to cardholders will be accepted by any participating merchant or service provider network using a POS device. Describe in detail how the Bidder will process and document PIN-based and signature-based purchases and other transactions.

3.5.5. Bank Teller Access for Child Support Payees

3.5.5.1. The Contractor shall provide child support payee cardholders with access to cash withdrawals, utilizing debit cards, through the use of bank tellers.

Q8. Describe in detail how the debit card will be accepted by any participating bank location for bank teller cash withdrawal access, the total number of bank locations that will accept use of the debit card, and the process for a cash withdrawal, through the use of a bank teller, to which child support payee cardholders would be subject.

3.5.6. Payment Acceptance

3.5.6.1. Regardless of whether payors or employers choose to receive coupons in paper form, the Contractor shall accept payments made in electronic form in each occasion in which the payor or employer chooses to submit a payment in this form.

3.5.7. EFT/EDI Transaction Processing for Child Support Payee Cardholders

3.5.7.1. The Contractor shall accept transactions from an authorized transaction acquirer;

3.5.7.2. For child support payee cardholders, the Contractor shall ensure that, prior to processing a transaction regarding a cardholder's account, the cardholder number is validated and the PIN is correctly entered. The Contractor shall verify that the number of consecutive failed PIN tries has not been exceeded, verify that there are sufficient cardholder funds to complete the transaction, and ensure each transaction is properly posted based upon availability of funds. The Contractor shall ensure that the transaction shall be denied if any of the conditions listed are not met.

3.5.7.3. The Contractor shall appropriately authorize or deny EFT and EDI transactions regarding a cardholder's account, including denying any that may be disallowed or cause the cardholder to exceed the amount available in their account. The Contractor shall send response messages to the acquirer that authorize or reject the transaction.

3.5.7.4. The Contractor shall log authorized and denied transactions for subsequent settlement and reconciliation processing, and for inclusion in transaction reporting and viewing through transaction history.

Q9. Describe in detail how the Bidder will meet the requirements of subsection 3.5.9 EFT/EDI Transaction Processing for Child Support Payee Cardholders, including at minimum the turnaround time for processing transactions, the Bidder's processing accuracy rates, and providing samples of the messages typically issued by the Bidder to acquirers when transactions are rejected.

3.6. Self-Service Web Portal

3.6.1. Accessibility

3.6.1.1. The Contractor shall provide child support payors, child support payees, and employers with a secure web-based site that is accessible 24 hours per day, seven days per week.

3.6.2. Services Available

3.6.2.1. The Contractor shall ensure the Self-Service Web Portal can provide an array of services and information to users based on user type, including but not limited to the following services:

a. Enable the electronic payment of direct child support and wage withholding payments by child support payors and employers;
b. Viewing of child support and wage withholding bills;
c. Confirmation of payment receipts;
d. On-line statements of detailed financial transactions posted to their account;

e. Detailed deposit information;
f. For child support payee cardholders, additional notification and information regarding use of cards;
g. Frequently Asked Questions (FAQs) regarding the services delivered by the SDU, Help Desk contact information for the SDU;
h. Customer Services support and assistance for users of the Self-Service Portal; and
i. Hyperlinks to the New Hampshire Division of Child Support website.

3.6.2.2. The Contractor shall provide a user-friendly and simple on-line registration process to access the Self-Service Portal.

3.6.2.3. DCSS shall have final approval of the design and content of the web portal.

3.6.2.4. The Contractor may, at DCSS discretion, also provide access to all of the information described in subsection 3.6.2.1, through a smartphone application.

Q10. Describe in detail the method and process for individuals to access and use the Self Service Web Portal, as described in subsection 3.6.1. Accessibility and 3.6.2 Services Available, and how such individuals will navigate within the portal. Additionally, include any other services the Bidder proposes to make available to payors, payees, and employers through the Self Service Web Portal, such as early intervention services designed to improve and expand customer service, remind payors of appointments and hearings, etc.

Q11. Describe in detail how the Bidder will meet the following requirements:
i. The method of notifying DCSS of changes in policy or procedures affecting individuals using the Self Service Web Portal;
ii. The method in which such individuals will be notified of changes in policy and procedures affecting them;
iii. The method in which child support payors and payees will be notified of adjustments to their account balances when adjustments are required and performed by the Contractor; and
iv. The method of receiving and resolving complaints and disputes, and the timeframe for the resolution.

3.7. Automated Response Unit (ARU) for Child Support Payees

3.7.1. ARU Accessibility

3.7.1.1. The Contractor shall provide child support payee cardholders with access to an Automated Response Unit (ARU) twenty-four (24) hours per day, seven (7) days per week.

3.7.1.2. The ARU shall contain the functionality for cardholders to exit ARU and be transferred directly to a customer services representative in the Cardholder Help Desk at any time.

3.7.1.3. The Contractor shall have policies and standards in place for the ARU that addresses the number of rings prior to answer, and the average time a cardholder remains on hold, to ensure child support payee timely access to ARU services. These policies and standards shall be subject to DCSS approval.

3.7.1.4. The Contractor shall provide DCSS with monthly reports of ARU activity, including but not limited to the number of calls, the number of calls dropped, and the number of callers that opted to access Customer Service for further assistance.

3.7.2. Card Activation, PIN Setting and Changing

3.7.2.1. The ARU shall enable cardholders to activate their debit card. The Contractor shall provide cardholders with secure ARU PIN select procedures and instructions to activate their debit card through the ARU.

3.7.2.2. The ARU shall enable cardholders to change the PIN for their debit card. The Contractor shall provide cardholders with secure ARU PIN change procedures and instructions to change the PIN for their debit card through the ARU.

3.7.3. Other ARU Transactions

3.7.3.1. The ARU shall enable cardholders to report a lost, stolen or damaged debit card. The Contractor shall provide cardholders with a secure ARU process and detailed instructions to complete such reporting through the ARU.

3.7.3.2. The ARU shall enable cardholders to obtain the cardholder's real time account balance information. The Contractor shall provide real-time account balance information to cardholders, and shall state what is defined as real-time account balance.

3.7.3.3. The ARU shall enable cardholders to obtain the transaction history for their account. The Contractor shall provide the cardholder with the transaction history and clearly state the maximum number of transactions included in the history.

3.7.3.4. The Contractor shall clearly detail additional transaction information available to the cardholder and the method of obtaining that information.

3.7.3.5. The ARU shall enable cardholders to receive through the ARU information about:

a. The methods to report unauthorized use of the debit card, one of which shall include reporting through the ARU;
b. How potential fraudulent transactions are identified and the procedures for handling and reporting any potential fraudulent transactions;
c. The Contractor's reporting process and capabilities, including how the Contractor shall provide DCSS with reporting, to the extent permissible under 12 CFR 205 Regulation E and industry guidelines.

3.7.3.6. The Contractor shall ensure the ARU contains the functionality for cardholders to opt out to a customer services representative at any time.

Q12. Describe in detail how the Bidder proposes to fulfill the requirements of the ARU, as described in subsection 3.7 Automated Response Unit (ARU) for Child Support Payees. Additionally, describe any other services the Bidder proposes to make available to payors and payees through the ARU, such as early intervention services designed to improve and expand customer service, reminding payors of appointments and hearings, etc.

3.8. Customer Services for Child Support Payee Cardholders

3.8.1. Cardholder Help Desk Operation

3.8.1.1. The Contractor shall provide child support payee cardholders with telephone access to a Cardholder Help Desk twenty-four (24) hours per day, seven (7) days per week. The Contractor shall provide current debit card account, deposit, withdrawal and transaction history information via a toll-free, "1-800" number and shall provide a toll-free international number.

a. The Contractor shall provide customer service representatives to resolve issues that cannot be resolved through the Automated Response Unit (ARU).
b. The Contractor shall provide sufficient customer service representative capacity to ensure that the contractual service standards for cardholder calls referred to the Cardholder Help Desk is met.

3.8.1.2. The Contractor shall ensure the Cardholder Help Desk enables cardholders to process the same transactions, through telephone access to the Cardholder Help Desk, described in subsections 3.7.2 Card Activation, PIN Setting and Changing and 3.7.3 Other ARU Transactions.

3.8.2. Cardholder Help Desk Accessibility

3.8.2.1. Cardholder Help Desk services shall be provided in English and Spanish. The individuals providing customer service shall be proficient in written and spoken English and have a clear comprehension of the English language. Any individuals the Contractor designates for providing customer services in Spanish shall also be proficient in written and spoken Spanish and have a clear comprehension of the Spanish language, in addition to English.

3.8.2.2. The Contractor shall provide the services described in subsections 3.7 Automated Response Unit (ARU) for Child Support Payee Cardholders and 3.8 Customer Services for Child Support Payees to payees requiring use of Teletypewriter (TTY) services.

3.8.3. Additional Cardholder Help Desk Requirements

3.8.3.1. The Contractor shall have in place procedures to ensure and verify the identity of the cardholder using the Cardholder Help Desk or the Self-Service Portal.

3.8.3.2. The Contractor shall have a monitoring program in place to ensure quality customer services are delivered, through the ARU and Cardholder Help Desk.

Q13. Describe in detail the procedures the Bidder proposes to utilize to ensure and verify the identity of the cardholder using the Cardholder Help Desk and Self Service Web Portal, and how the Bidder proposes to provide customer services to cardholders through TTY and communications relay capability as described in the Americans with Disabilities Act.

Q14. Describe in detail the number of rings prior to answer, the call drop rate, and the average time a cardholder shall be on hold for inquiries made into the Cardholder Help Desk.

3.9. Instructional Materials for Child Support Payee Cardholders

3.9.1. Reading Level Requirements

3.9.1.1. The Contractor shall provide instructional materials to child support payee cardholders that are written in English and Spanish at a reading level no higher than sixth (6th) grade.

3.9.2. Contents

3.9.2.1. The Contractor shall include training materials in the card issuance packet to ensure the cardholder understands how to activate the account, cardholder rights and responsibilities, how to use the card, identification of any and all associated fees, and where to call for questions and reporting issues.

3.9.3. DCSS Approval

3.9.3.1. The Contractor shall describe and submit to DCSS examples of all instructional materials that will be sent to the cardholder at the time of card issuance.

3.9.3.2. DCSS shall have final approval of instructional materials provided with the debit card.

Q15. Describe fully and include samples of all web pages, instructional materials, marketing materials, statements, and any other forms related to the debit card process the Bidder proposes to provide cardholders.

3.10. Banking Services

3.10.1. Minimum Requirements

3.10.1.1. The Contractor shall provide, either directly or through a subcontractor, banking services to support and facilitate SDU service delivery.

3.10.1.2. Banking services to be provided shall include, at minimum:

a. The provision of a dedicated SDU-DCSS bank account, which shall be held in a NH bank, for SDU transactions to be processed through. The bank account will be the depository for DCSS payments. The Contractor shall deposit into the DCSS account all processable payments on the date of receipt of such payment. Daily deposited funds that are available to DCSS shall be transferred via ACH daily. If any deposited funds are not available on the day of initial deposit, an earnings credit shall be given on any balance left on deposit and it shall be based on the average collection balance. The earnings credit shall be used against SDU charges with the balance of the charges to be billed monthly;

b. Each child support payment received shall be endorsed with a stamp stating the following (see below), or as otherwise designed by DCSS:

FOR DEPOSIT ONLY
Department of Health and Human Services
DCSS
(with the bank account number)

c. The Contractor shall record on the back of each payment the batch number, sequence number and the date of deposit. Also included shall be a MICR line for the check amount.
d. Acceptance of deposits, and endorsement and imaging of all checks and other financial instruments deposited into the dedicated SDU-DCSS bank account;
e. Encoding of checks with check amount;
f. Service dishonored and returned checks presented for deposit into the dedicated SDU-DCSS bank account;
g. Maintenance and reconciliation of the dedicated SDU-DCSS bank account;
h. Provision of EFT services, CD/ROM, or other electronic medium for the dedicated SDU-DCSS bank account;
i. Provision of EDI translation;
j. Provision of copies of paid checks, monthly statements, on-line access to accounts, and check safekeeping; and
k. The provision of all banking facilities and services normally delivered to checking account customers, such as deposit slips and other instruments pertaining to this account and usual and generally accepted banking services associated with this kind of account.

3.10.1.3. The Contractor shall make available to the DCSS-designated staff/office a copy of the deposit slip for each day's activity no later than the day following the deposit.

3.10.1.4. The Contractor shall retain a copy of all payments deposited for a period of not less than seven (7) years. The copies shall be retained on an appropriate medium. The Contractor shall provide DCSS with access to any retained image upon request. This provision shall survive the life of the Contract

3.10.2. Check Writing Services

3.10.2.1. The Contractor shall provide check writing services, utilizing the dedicated SDU-DCSS bank account described in subsection 3.10.1.2., to ensure the timely printing of child support checks.

Q16. Describe in detail how the Bidder proposes to provide the required banking services described in subsection 3.10 Banking Services, including at minimum identifying the banking provider, if different than the Contractor, specifying any associated banking fees by transaction type and any limitations thereto, and the method of delivery of daily deposit slips to the DCSS designee.

3.11. Data Transfer

3.11.1. From Contractor to DCSS

3.11.1.1. The Contractor shall transmit to DCSS keyed information and EFT receipt file on the date of processing. The Contractor shall ensure that DCSS receives the transmission for keyed information by 6:00 PM, and the EFT receipt file by 6:00 PM. Earlier transmissions shall be permissible but transmissions shall be received no later than 6:00 PM.

3.11.1.2. The Contractor shall transmit files between the Contractor and DCSS through a secure and encrypted method.

3.11.2. From DCSS to Contractor

3.11.2.1. DCSS shall transmit an FTP file to the Contractor, each month for child support payors and each week for employers, that contains the billing information for child support payors and employers.

3.11.2.2. DCSS shall daily transmit to the Contractor reconciled payment authorization information for the Contractor to generate child support payments to the appropriate payees.

NOTE: Appendix G, SDU Information Technology Provisions Statement of Work, subsection 5.1.2, Topic 2 – Data Exchange, addresses the mechanisms and tools included in the proposed SDU system to enable the specified data sharing between the Bidder and DCSS for the transmission of customer and EBT data within the SDU to financial institutions and DCSS. In responding to section 3.11, Bidders should address those elements of Data Transfer not otherwise addressed in Appendix G.

Q17. Describe in detail the method and processes the Bidder proposes to utilize to meet the requirements described in subsection 3.11 Data Transfer.

3.12. Staffing

3.12.1. Minimum Staffing Requirements

3.12.1.1. The Contractor shall provide adequate numbers of professionally qualified staff for all required contracted services.

3.12.1.2. The Contractor shall guarantee that all personnel providing the services required by the contract are qualified to perform their assigned tasks. DCSS shall be advised of, and approve in writing, any permanent or temporary changes to or deletions from the Contractor's management, supervisory, and key professional personnel, who directly impact the contracted services, at least ten (10) days in advance of such change. DCSS shall have ultimate approval of all employees assigned to this contract.

Q18. Describe the Bidder's proposed staffing plan to perform the required services, including but not limited to: completing a Program Staff List (Appendix E) that includes all staff that will perform the required services; and the minimum qualifications required of its staff (Appendix F), including but not limited to: education, training, certification, and licensing, where applicable.

3.12.2. Criminal Background, Drug Screening and Disclosures

3.12.2.1. Prior to a prospective employee's first day of work, the Contractor shall conduct and receive a comprehensive drug screening and background check, including a criminal records check, on any employee who shall perform duties under this Contract. A copy of said background check shall be provided to DCSS upon request. This background check process applies to temporary employees each time they start or re-start work with the Contractor. The background check shall include at a minimum, identity verification, including Social Security Number trace, and felony and misdemeanor records from county of current residence.

3.12.2.2. All Contractor employees, permanent and temporary, shall sign a disclosure form provided by DCSS which discloses any relationship of their own, or of a member of their immediate family, to the process of receiving or paying child support. These disclosure forms shall immediately be shared with DCSS. The Contractor's employees shall be strictly prohibited from accessing the system to check the status of cases to which they have a personal relationship. No employee shall process transactions or documents related to a child support case to which they have a personal relationship.

3.13. Education and Training

The Contractor shall have a plan for providing continuing education, training and technical assistance for DCSS staff, as requested and approved by DCSS, regarding SDU contracted services. The Contractor shall provide the name and telephone number of contact people to resolve questions and/or problems regarding training. Specifics including the date, time and location of training shall be arranged between the Contractor and DCSS.

Q19. Describe in detail the education and training products and assistance the Bidder proposes to provide to meet the requirements of subsection 3.13. Education and Training.

3.14. Delegation and Subcontractors

3.14.1. Identification and Approval

3.14.1.1. The Contractor shall identify any and all subcontractors to be utilized in fulfillment of its contractual responsibilities. DHHS reserves the right to accept or reject the use of any subcontractor.

3.14.1.2. Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

a. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function;
b. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate; and
c. Monitor the subcontractor's performance on an ongoing basis.

3.14.1.3. All subcontractors' employees performing any services required by the contract are subject to the Criminal Background, Drug Screening and Disclosure provisions specified in subsection 3.12.2, the Conflict of Interest provisions specified in subsection 3.15.6, and all other applicable contractual conditions as the Contractor's employees.

Q20. Describe in detail the subcontractors the Bidder proposes to utilize in support of meeting the contractual requirements described in this RFP, including at minimum identifying the subcontractors, providing the contact information for the subcontractors, identifying the specific subsections of this RFP for which the subcontractor would be utilized to perform the requirements, and providing any existing written agreements or tentative agreements as described in subsection 3.14.1.2 above.

3.15. Compliance

3.15.1. Culturally and Linguistically Appropriate Standards

The New Hampshire Department of Health and Human Services (DHHS) is committed to reducing health disparities in New Hampshire. DHHS recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, DHHS is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment DHHS continuously strives to improve existing programs and services, and to bring them in line with current best practices.

3.15.1.1. DHHS requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.

3.15.1.2. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the DHHS website.

3.15.1.3. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.

3.15.1.4. Bidders are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.

3.15.1.5. Successful applicants will be:

a. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council;
b. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the DHHS website.

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

a. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
b. The frequency with which LEP individuals come in contact with the program, activity or service;
c. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service;
d. The resources available to the organization to provide language assistance.

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

For guidance on completing the two steps in Appendix D, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFP, which is posted on the DHHS website. http://www.dhhs.nh.gov/business/forms.htm.

3.15.2. Policy and Procedural Changes

3.15.2.1. DCSS shall be responsible for notifying the Contractor of any policy and procedural changes affecting the SDU services at least thirty (30) days prior to the implementation of such policy and procedure. The Contractor shall implement the changes on the date specified by DCSS.

3.15.3. Fraud Detection

3.15.3.1. The Contractor shall have in place a fraud detection process and procedures that addresses, at minimum, how potential fraudulent transactions are identified and the procedures for handling and reporting any potential fraudulent transactions.

3.15.3.2. The Fraud detection process and procedures shall be subject to DCSS approval.

3.15.4. Federal Electronic Fund Transfers

3.15.4.1. The Contractor shall provide DCSS with reporting to the extent permissible under 12 CFR 205 Regulation E and industry guidelines[i].

Q21. Describe the reporting processes and capabilities that the Bidder proposes to provide to DCSS, including referencing the applicable industry guidelines.

3.15.5. Confidentiality

3.15.5.1. The Contractor shall utilize detailed policies and procedures that ensure confidentiality for SDU contracted services is maintained. These policies and procedures shall be subject to DCSS approval and shall remain in full force and effect during the Contract Period or as otherwise specified within the contract. DCSS reserves the right to terminate the contract if confidentiality is breached.

Q22. Describe in detail the Bidder's policies and procedures regarding confidentiality for SDU contracted services.

3.15.6. Conflict of Interest

3.15.6.1. The Contractor shall represent and covenant that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of its services hereunder.

a. In the event that the Contractor, its employees or subcontractors, experience a situation wherein an interest, direct or indirect, which would conflict in any manner or degree with the performance of its contractual responsibilities with respect to the billing, payment, and disbursement of child support transactions, the Contractor shall immediately notify DCSS. DCSS will work with the Contractor to determine the best remedy to meet the requirements of the contract.

3.15.7. DCSS Disaster Recovery

Upon notice of or becoming aware of the DHHS Commissioner's, or his or her designee's, determination/declaration that there is a DHHS information technology related disaster, the Contractor shall immediately communicate with the DCSS' Business Recovery Services Contractor. The Contractor shall perform all its contractual duties in cooperation with the Business Recovery Services Contractor, and at the direction of the Department of Information Technology (DoIT), until such time as DoIT's mainframe is fully operational. Information regarding the Point-of-Contact for the Business Recovery Services Contractor shall be provided by DCSS upon contract execution.

NOTE: Appendix G, SDU Information Technology Provisions Statement of Work, subsection 5.1.6, Backup and Recovery, addresses the Contractor's disaster recovery provisions for its proposed SDU systems.

3.15.8. Statements on Standards for Attestation Engagements (SSAE 16)

3.15.8.1. The Contractor shall comply with the requirements regarding SSAE 16 contained in Appendix K, Statement on Standards for Attestation Engagements (SSAE 16).

3.16. Conversion

3.16.1. New Vendor Transition

NOTE: Appendix G, SDU Information Technology Provisions Statement of Work, subsection 4.7, Contingency Plan / Disaster Recovery Plan, and subsection 5.2.1, Topic 10 – Transition and Implementation Services, apply to Information Technology related transition and implementation requirements between DCSS and the Vendor. The following provisions are focused primarily on the transition as it pertains to the potential impact on DCSS child support payors, payees, employers, etc.

3.16.1.1. Any new Contractor shall work with DCSS, and any other organizations designated by DCSS, to ensure an orderly Transition Phase and responsibilities under the new contract and to ensure continuity of those services required by DCSS. The new Contractor will be expected to work in an organized method with DCSS's current SDU contractor for the purpose of effecting a smooth and timely transition from DCSS's current SDU Contractor to the succeeding Contractor's system.

3.16.1.2. During the Transition Phase, the Contractor must support a formalized system to report problems and an effective capability to identify problems, identify personnel responsible for problem resolution, estimate timeframes for resolution, monitor status of all problems, invoke escalation procedures, and maintain a formal record of the final outcome.

3.16.1.3. The Transition Plan must detail steps and procedures that will assist DCSS debit cardholders in a smooth and logical transition to a new system. This requires transition without disruption to or redemption of benefits by cardholders.

3.16.1.4. The Contractors must describe the anticipated methodology for transitioning the debit card database between the existing SDU system and the Contractor's SDU system. The Contractor must assure that there will not be a disruption to cardholder benefit access and services throughout the conversion process.

3.16.2. Preparation and Testing

3.16.2.1. The Contractor shall prepare, design, implement, and test all requirements as specified in Sections 3 and 4 of this RFP, inclusive for DCSS' review and acceptance prior to a date to be determined by DCSS, in consultation with the successful Vendor.

NOTE: Appendix G, SDU Information Technology Provisions Statement of Work, section 2, Testing and Acceptance, addresses testing requirements, planning and preparation, scheduling, user-acceptance testing, and security review and training. In responding to 3.16.2.1, Bidders should describe those elements of preparation and testing that are not specific to the requirements described in Appendix G, section 2.

Q23. Describe in detail the Bidder's proposed methods, processes and plans for meeting the requirements specified in subsection 3.16 Conversion.

3.17. Performance Standards

3.17.1. Disbursement

3.17.1.1. The Contractor ensures that child support payees are timely receiving child support paid to them, as evidenced by the Contractor's disbursement of such monies within two (2) business days of receipt 100% of the time.

4. FINANCE

4.1. Financial Standards

4.1.1. Financial Funding Sources

4.1.1.1. Funds to support the services solicited in this RFP are available from two funding sources, identified as follows:

a. 66% Federal Funds from the Administration for Children and Families, Department of Health and Human Services, Child Support Enforcement, CFDA #93.563, and
b. 34% General Funds.

4.1.1.2. Funds must be used in accordance with the provisions of the CFDA numbers referenced in subsection 4.1.1.1.

4.1.1.3. Contingent upon additional state or federal funding and pursuant to a mutually agreed upon contract amendment, the Contractor may be asked to provide additional services appropriate for inclusion in the SDU contract's scope, if such services are not otherwise detailed herein.

4.1.2. Price Schedule

4.1.2.1. The Contractor shall provide services under this contract based on all-inclusive fixed price per transaction and/or prices for all other services and products offered by the Bidder, and be presented in the form of a proposed Appendix C, Price Schedule. The price of an annual SSAE No. 16 Audit and the total price of the audits during the term of the contract shall be identified as a separate line item in the Price Schedule. The final Price Schedule, incorporated into the resultant contract, is subject to DHHS approval.

4.1.2.2. The Contractor understands and agrees that the cost structure, including the unit prices specified in Appendix C, Price Schedule, shall be guaranteed for the Contract Period of the Contract, as specified in subsection 1.3, Contract Period, except that a price change may be negotiated if one or both of the following occurs:

a. Unanticipated changes in the US Postal Service rate; and
b. DCSS requests a change in the Scope of Services to be performed.

4.1.3. Invoicing

4.1.3.1. The Contractor shall invoice DCSS monthly for services performed in accordance with the contract. The Contractor shall ensure DCSS receives, within thirty (30) days following the end of the month in which services were provided, the applicable invoice.

4.1.3.2. Invoices shall identify the following:

a. Itemization of all units of service and prices charged to DCSS (formatted pursuant to the Price Schedule in Appendix C);
b. Total price;
c. Any earnings credit;
d. Net balance for charges (total price less earnings credit); and
e. Other information as mutually agreed upon.

4.1.3.3. Invoices shall also include an itemization of prices charged for EFT/EDI. The itemization shall include the following:

a. Itemization of all units of services and prices, including any and all specified prices pertaining to the processing of EFT/EDI;
b. Total price for all EFT/EDI services;
c. Receiving Monthly Fees portion of the invoice shall be itemized to include: data output fee, transaction fee with the number of transactions, and ACH items returned fee with the number of returned items.

4.1.3.4. Posting Errors

a. The Contractor shall reimburse DCSS for errors made by the Contractor in recording or posting payments that result in incorrect distributions. DCSS will provide written notice of the Contractor's errors. This notice will specify the amount, date, Social Security Number and Case Identification Number and/or Payor ID Number.
b. The cost of the Contractor's posting errors shall be borne by the Contractor as follows: the cost shall be deducted by DCSS from the Contractor's monthly invoice as a credit toward the amount by DCSS to the Contractor. The Contractor shall accordingly credit DCSS this amount

4.1.3.5. Non-Sufficient Fund Check Fees and Associated Costs

a. Fees and associated costs, charged by the bank in which the dedicated SDU-DCSS bank account is held, for Non-Sufficient Fund checks presented for payment and deposit by the Contractor, shall be charged directly to DCSS by the bank.
b. Any such fees and associated costs incurred by DCSS for Non-Sufficient Fund checks presented for deposit by the Contractor after receiving DCSS notice pursuant to subsection 3.3.6.10, shall be borne by the Contractor as follows: an amount, including the amount of the check and all fees and associated costs charged by the bank, shall be deducted by DCSS from the Contractor's monthly invoice as a credit toward the amount owed by DCSS to the Contractor for the applicable month. The Contractor shall accordingly credit DCSS this amount.

4.1.4. Statements

4.1.4.1. The Contractor shall provide to DCSS, no later than the fifteenth (15th) day of each month, an itemized statement of services rendered to each individual account in the prior month. Itemized statements shall include payments received and credited to each account that month. Additionally, the monthly, itemized statement shall include: the date of receipt, the check number, the amount of the payment, and the source of the payment.

4.1.5. Financial Management

4.1.5.1. The Contractor shall designate a contact person to resolve any questions or discrepancies regarding invoices. The Contractor shall provide DCSS with the name, title, telephone number, fax number and email address of the contact person. The Contractor shall also notify DCSS in the event of a change of the designated contact person.

4.1.5.2. DCSS shall provide the Contractor with the name, title, mailing address, and telephone number of the corresponding DCSS contact person. DCSS shall notify the Contractor in the event of a change in the designated contact person.

4.1.6. Payment

4.1.6.1. Compensation paid by DCSS shall be accepted by the Contractor as payment in full for the services provided under the Contract.

4.1.6.2. DCSS may withhold ten percent (10%) of a monthly payment for services performed under the contract if, in the sole judgment of DCSS, the Contractor is non-compliant with the terms and conditions of the contract and/or the Scope of Work, including but not limited to: quality of SDU and EFT services; quantity of SDU and EFT services; accuracy of service delivery and transaction processing; timeliness of service delivery and transaction processing; and security requirements. DCSS shall provide the Contractor with a written list of specific services, transactions or conditions requiring correction or remediation. Payments withheld by DCSS may be released upon determination by DCSS that the conditions causing non-compliance have been corrected and remedied to the satisfaction of DCSS.

4.1.6.3. Notwithstanding anything to the contrary contained in the contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the effective date of the Contract.

5. PROPOSAL EVALUATION

5.1. Technical Proposal – 200 Points

5.1.1. Proposal Narrative, Project Approach and Technical Response

SDU Transaction Processing (Q2-Q4)…… 35 Points

Child Support Payee Access to Funds (Q5-Q9)……..... 35 Points

Service Support Models (Q10-Q15)……..... 20 Points

Administrative Services (Q1, Q16-Q23)…….. 10 Points

IT Solution (Appendix G & H responses,……. 100 Points
less Topic 4, Pricing Model)

5.2. Cost Proposal – 100 Points

Cost Proposals will be analyzed and normalized. For example, if a particular proposal would impose costs on DCSS, that cost will be identified, assigned a monetary value, and that value will be added to the Bidder's proposed cost before scoring. Once all cost proposals have been normalized, each adjusted cost figure will be scored using the following formula:

Bidder's Cost Score = (Lowest Adjusted Proposed Cost / Bidder's Adjusted Proposed Cost) multiplied by one hundred (100) points.

For the purpose of this formula, the lowest proposed adjusted cost is defined as the lowest adjusted cost proposed by a bidder whose proposal fulfills the minimum established qualifications. For example, if there were three valid bids with adjusted costs as shown in the first column of Table 1, the points awarded for the respective cost proposals are shown in the third column.

Table 1

Adjusted Cost Proposal	Calculation Formula	Score Points Awarded
$100,000	$100,000/$100,000 x 100	100
$120,000	$100,000/$120,000 x 100	83.33
$150,000	$100,000/$150,000 x 100	66.67

5.3. Proposal Evaluation Scoring Process

The Proposal Evaluation Process will be conducted in the following stages:

5.3.1. Phase I – Preliminary Review of Proposals

Proposals received will be reviewed to determine the Bidder's compliance with the provisions of Section 6, Proposal Process, and Section 7, Proposal Outline and Requirements, applicable to the Bidder. At the Department's discretion, proposals that are not compliant may be disqualified. Proposals that are compliant shall move on to Phase II of the evaluation process.

5.3.2. Phase II – Preliminary Scoring of Proposals

During this phase of scoring, a team of evaluators will review each proposal to determine a preliminary score. At the Department's discretion, the field of vendors may be narrowed to reveal a short list of vendors requiring further review, including oral interviews, or the evaluation team may determine that they have sufficient information to make the scores final. The evaluation team must come to a consensus whether these scores will be considered "final" or require further review.

5.3.3. Phase III – Oral Interviews (if necessary)

Vendors who have reached Phase III may be invited to present oral interviews or product demonstrations which will clarify and expand upon the information provided within the written submitted proposals. Vendors are prohibited from altering the basic substance of their Proposals during the Oral Interview Process. Oral interviews must be limited to three (3) hours in length. A highly structured agenda will be provided to the Vendor no less than seven (7) days prior to the scheduled Oral Interview. Vendor is limited to two (2) presenters. Any and all costs associated with oral interviews or product demonstrations shall be borne entirely by the vendor.

5.3.4. Phase IV – Final Consensus Score

At the Department's discretion, the preliminary scores may be altered due to information received during the Oral Interviews. The evaluation team must come to a final consensus score.

5.3.5. Phase V – Final Evaluation

Reference and background checks will be made for finalist or finalists as appropriate.

6. PROPOSAL PROCESS

6.1. Contact Information – Sole Point of Contact

The sole point of contact, the Procurement Coordinator, relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Bidder, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire
Department of Health and Human Services
Diana Lacey
Contracts and Procurement
Brown Building
129 Pleasant St.
Concord, New Hampshire 03301
Email: diana.lacey@dhhs.state.nh.us
Fax: 603-271-4232
Phone: 603-271-9285

Other personnel are NOT authorized to discuss this RFP with Bidders before the proposal submission deadline. Contact regarding this RFP with any State personnel not listed above could result in disqualification. The State will not be held responsible for oral responses to Bidders regardless of the source.

6.2. Procurement Timetable

Table 2

Procurement Timetable

(All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion.)

Item	Action	Date
1.	RFP Released to Vendors	2/4/2016
2.	Bidder Inquiry Period Begins for Technical and Cost Questions	2/4/2016
3.	Mandatory Letter of Intent Submission Deadline	2/15/2016
4.	Mandatory Bidders Teleconference	2/18/2016 at 10:00 A.M.
5.	RFP Technical and Cost Questions Submission Deadline / Bidder Inquiry Period Ends	2/19/2016
6.	DHHS Response to Technical and Cost Questions Published	2/23/2016
7.	Technical and Cost Bids Submission Deadline	3/10/2016 by 2:00 pm
8.	Oral Presentations (Program to determine if needed)	3/14/2016 – 3/18/2016
9.	Anticipated Governor and Council Approval	TBD

6.3. Mandatory Letter of Intent

A mandatory Letter of Intent to submit a Proposal in response to this RFP must be received by the date and time identified in subsection 6.2 Procurement Timetable.

Receipt of the Letter of Intent by DHHS will be required in order to receive any correspondence regarding this RFP, any RFP amendments, in the event such are produced, or any further materials on this project, including electronic files containing tables required for response to this RFP, any addenda, corrections, schedule modifications, or notifications regarding any informational meetings for Bidders, or responses to comments or questions.

The Letter of Intent must be transmitted by e-mail to the Procurement Coordinator identified in subsection 6.1 Contact Information – Sole Point of Contact, but must be followed by delivery of a paper copy within two (2) business days to the Procurement Coordinator identified in subsection 6.1.

The potential Bidder is responsible for successful e-mail transmission. DHHS will provide confirmation of receipt of the Letter of Intent if the name and e-mail address or fax number of the person to receive such confirmation is provided by the Bidder.

The Letter of Intent must include the name, telephone number, mailing address and e-mail address of the Bidder's designated contact to which DHHS will direct RFP related correspondence.

Proposals submitted by entities that did not submit a Letter of Intent shall not be considered.

Companies that submit a Letter of Intent but elect not to submit a proposal are requested to send the Procurement Coordinator a "no bid" letter.

6.4. Bidders' Questions and DHHS Answers

6.4.1. Bidders' Questions

All questions about this RFP, including but not limited to requests for clarification, additional information or any changes to the RFP must be made in writing, citing the RFP page number and part or subpart, and submitted to the Procurement Coordinator identified in subsection 6.1 Contact Information – Sole Point of Contact.

DHHS may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.

Questions will only be accepted from those Bidders who have submitted a Letter of Intent by the deadline given in subsection 6.2 Procurement Timetable. Questions from all other parties will be disregarded. DHHS will not acknowledge receipt of questions.

The questions may be submitted by fax or e-mail; however, DHHS assumes no liability for assuring accurate and complete fax and e-mail transmissions.

Questions must be received by DHHS by the deadline given in subsection 6.2.

6.4.2. Bidders Teleconference

A mandatory Bidders Teleconference will be held on the date and time identified in subsection 6.2 Procurement Timetable. All Bidders who intend to submit a proposal are required to participate in the Bidders Teleconference. Bidders are requested to RSVP via email, by the date identified in subsection 6.2 indicating the number of individuals who will participate in the teleconference. The teleconference number will be distributed, along with an agenda, to all Bidders in advance of the teleconference.

Bidders 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.

Bidders are encouraged to email inquiries at least twenty-four (24) hours prior to the Bidders Teleconference to the Procurement Coordinator specified in subsection 6.1 Contact Information – Sole Point of Contact. No responses will be given prior to the Bidders Teleconference. Oral answers will not be binding on the State. The State's final response to Bidder inquiries and any requested changes to terms and conditions raised during the Bidder Inquiry Period will be posted to the website by the date specified in subsection 6.2.

Bidders are responsible for any costs associated with participating in the Bidders Teleconference.

6.4.3. DHHS Answers

DHHS intends to issue responses to properly submitted questions by the deadline specified in subsection 6.2 Procurement Timetable. Oral answers given in the Bidders Conferences are non-binding. Written answers to questions asked in the Bidder Conferences will be posted on the DHHS Public website (http://www.dhhs.nh.gov/business/rfp/index.htm) and sent as an attachment in an e-mail to the contact identified in accepted Letters of Intent. This date may be subject to change at DHHS discretion.

6.5. RFP Amendment

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

6.6. Proposal Submission

Proposals submitted in response to this RFP must be received no later than the time and date specified in subsection 6.2 Procurement Timetable. Proposals must be addressed for delivery to the Procurement Coordinator specified in subsection 6.1 Contact Information – Sole Point of Contact, and marked with RFP # DHHS 2016-046.

Late submissions will not be accepted and will remain unopened. Disqualified submissions will be discarded if not re-claimed by the bidding Bidder by the time the contract is awarded. Delivery of the Proposals shall be at the Bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by DHHS, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Bidder's responsibility.

6.7. Compliance

Bidders must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the Contract Period.

6.8. Non-Collusion

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

6.9. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as subcontractor subject to the terms of Exhibit C Special Provisions (see Appendix B: Contract Minimum Requirements).

6.10. Validity of Proposals

Proposals submitted in response to this RFP must be valid for two hundred forty (240) days following the Technical and Cost Proposal Submission Deadline specified in subsection 6.2 Procurement Timetable or until the effective date of any resulting contract, whichever is later. This period may be extended by mutual written agreement between the Bidder and DHHS.

6.11. Property of Department

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

6.12. Proposal Withdrawal

Prior to the Technical and Cost Proposal Submission Deadline specified in subsection 6.2 Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Procurement Coordinator specified in subsection 6.1 Contact Information – Sole Point of Contact.

6.13. Public Disclosure

A Proposal must remain confidential until the Governor and Executive Council have approved a contract as a result of this RFP. A Bidder's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

The content of each Bidder's Proposal, and addenda thereto, will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a bid in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and proposal section number the specific information the Bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5.

Each Bidder acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event DHHS receives a request for the information identified by a Bidder as confidential, DHHS shall notify the Bidder and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Bidder without incurring any liability to the Bidder.

6.14. Non-Commitment

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

6.15. Liability

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

6.16. Request for Additional Information or Materials

During the period from the Technical and Cost Proposal Submission Deadline, specified in subsection 6.2 Procurement Timeline, to the date of Contractor selection, DHHS may request of any Bidder additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance. Key personnel shall be available for interviews.

6.17. Oral Presentations and Discussions

DHHS reserves the right to require some or all Bidders to make oral presentations of their Proposal. Any and all costs associated with an oral presentation shall be borne entirely by the Bidder. Bidders may be requested to provide demonstrations of any proposed automated systems. Such a request will be in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its proposal in intent or substance.

6.18. Contract Negotiations and Unsuccessful Bidder Notice

If a Bidder(s) is selected, the State will notify the Successful Bidder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Bidder(s), all submitted proposals remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Bidder(s), the evaluation team may recommend another Bidder(s).

In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.

6.19. Scope of Award and Contract Award Notice

DHHS reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. The notice of the intended contract award will be sent by certified mail or overnight mail to the selected Bidder. A contract award is contingent on approval by the Governor and Executive Council.

If a contract is awarded, the Bidder must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

6.20. Site Visits

DHHS reserves the right to request a site visit for DHHS staff to review a Bidder's organization structure, subcontractors, policy and procedures, and any other aspect of the Proposal that directly affects the provisions of the RFP and the delivery of services. Any and all costs associated with the site visits incurred by the Bidder shall be borne by the Bidder.

Prior to implementation, DHHS reserves the right to make a pre-delegation audit by DHHS staff to the Bidder's site to determine that the Bidder is prepared to initiate required activities. Any and all costs associated with this pre-delegation visit shall be borne by the Bidder.

6.21. Protest of Intended Award

Any protests of intended award or otherwise related to the RFP, shall be governed by the appropriate State requirements and procedures and the terms of this RFP. In the event that a legal action is brought challenging the RFP and selection process, and in the event that the State of New Hampshire prevails, the Bidder agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigations. Legal action shall include administrative proceedings.

6.22. Contingency

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

7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

7.1.1.1. Bidders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Bidder's risk and may, at the discretion of the State, result in disqualification.

7.1.1.2. Proposals must conform to all instructions, conditions, and requirements included in the RFP.

7.1.1.3. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3, and agree to the contract conditions specified throughout the RFP.

7.1.1.4. Proposals should be received by the Technical and Cost Proposal Submission Deadline specified in subsection 6.2 Procurement Timetable, and delivered, under sealed cover, to the Procurement Coordinator specified in subsection 6.1 Contact Information – Sole Point of Contact.

7.1.1.5. Fax or email copies will not be accepted.

7.1.1.6. Bidders shall submit a Technical Proposal and a Cost Proposal.

7.1.2. Presentation

7.1.2.1. Original copies of Technical and Cost Proposals in separate three-ring binders.

7.1.2.2. Copies in a bound format (for example wire bound, coil bound, saddle stitch, perfect bound etc. at minimum stapled) NOTE: loose Proposals will not be accepted.

7.1.2.3. Major sections of the Proposal separated by tabs.

7.1.2.4. Standard eight and one-half by eleven inch (8 ½" x 11") white paper.

7.1.2.5. Font size of 10 or larger.

7.1.3. Technical Proposal

7.1.3.1. Original in 3 ring binder marked as "Original."

7.1.3.2. The original Transmittal Letter (described in subsection 7.2.2.1) must be the first page of the Technical Proposal and marked as "Original."

7.1.3.3. 4 copies in bound format marked as "Copy."

7.1.3.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies) on CD or Memory Card/Thumb Drive. NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.

7.1.3.5. Front cover labeled with:

a. Name of company / organization;

b. RFP#; and
c. Technical Proposal.

7.1.4. Cost Proposal

7.1.4.1. Original in 3 ring binder marked as "Original."

7.1.4.2. A copy of the Transmittal Letter marked as "Copy" as the first page of the Cost Proposal.

7.1.4.3. 3 copies in bound format marked as "Copy."

7.1.4.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies). NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.

7.1.4.5. Front cover labeled with:

a. Name of company / organization;
b. RFP#; and
c. Cost Proposal.

7.2. Outline and Detail

7.2.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section: (Each of these components must be separate from the others and uniquely identified with labeled tabs.)

7.2.2. Technical Proposal Contents – Detail

7.2.2.1. Transmittal Cover Letter

The Transmittal Cover Letter must be:

a. On the Bidding company's letterhead;
b. Signed by an individual who is authorized to bind the Bidding Company to all statements, including services and prices contained in the Proposal; and
c. Contain the following:
   i. Identify the submitting organization;
   ii. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
   iii. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
   iv. Identify the name, title, telephone number, and e-mail address of the person who will serve as the Bidder's representative for all matters relating to the RFP;
   v. Acknowledge that the Bidder has read this RFP, understands it, and agrees to be bound by its requirements;
   vi. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications, Contract Terms and Conditions;
   vii. Confirm that Appendix A Exceptions to Terms and Conditions is included in the proposal;

viii. Explicitly state that the Bidder's submitted Proposal is valid for a minimum of two hundred forty (240) days from the Technical and Cost Proposal Submission Deadline specified in subsection 6.2 Procurement Timetable;
ix. Date Proposal was submitted; and
x. Signature of authorized person.

7.2.2.2. Table of Contents

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

7.2.2.3. Executive Summary

The Bidder shall submit an executive summary to:

a. Provide DHHS with an overview of the Bidder's organization and what is intended to be provided by the Bidder;
b. Demonstrate the Bidder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;
c. Show the Bidder's overall design of the project in response to achieving the deliverables as defined in this RFP; and
d. Specifically demonstrate the Bidder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.2.4. Proposal Narrative, Project Approach, and Technical Response

The Bidder must answer all questions and must include all items requested for the Proposal to be considered. The Bidder must address every section of Section 3 Statement of Work, Appendix G SDU Information Technology Requirements (excluding 5.1.4, Topic 4 – Pricing Model, which must instead be included in the Cost Proposal), and Appendix H Technical Requirements, even though certain sections may not be scored.

Responses must be in the same sequence and format as listed in Section 3 Statement of Work and must, at a minimum, cite the relevant section, subsection, and paragraph number, as appropriate. Similarly, responses for Appendix G SDU Information Technology Requirements and Appendix H Technical Requirements must follow immediately thereafter in this section of the Technical Proposal, and follow the sequencing, instructions and formats as instructed within each Appendix.

NOTE: Appendix G SDU Information Technology Requirements, Topic 15 – Transition Work Plan, requires the inclusion of a payment schedule in the Transition Work Plan. Bidders must **not** include the payment schedule (or any pricing/cost references) in the Transition Work Plan to be included in the Technical Proposal.

7.2.2.5. Description of Organization

Bidders must include in their Proposal a summary of their company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP.

a. At a minimum respond to:
   i. General company overview;
   ii. Ownership and subsidiaries;
   iii. Company background and primary lines of business;
   iv. Number of employees;
   v. Headquarters and Satellite Locations;
   vi. Current project commitments;
   vii. Major government and private sector clients; and
   viii. Mission Statement.
b. This section must include information on:
   i. The programs and activities of the organization;
   ii. The number of people served; and
   iii. Programmatic accomplishments.
c. And also include:
   i. Reasons why the organization is capable of effectively completing the services outlined in the RFP; and
   ii. All strengths that are considered an asset to the program.
d. The Bidder should demonstrate:
   i. The length, depth, and applicability of all prior experience in providing the requested services;
   ii. The skill and experience of staff and the length, depth and applicability of all prior experience in providing the requested services.

7.2.2.6. Bidder's References

The Proposal must include relevant information about at least three (3) similar or related contracts or subcontracts awarded to the Bidder and must also include client testimonials. Particular emphasis should be placed on previous contractual experience with government agencies. DHHS reserves the right to contact any reference so identified. The information must contain the following:

a. Name, address, telephone number, and website of the customer;
b. A description of the work performed under each contract;
c. A description of the nature of the relationship between the Bidder and the customer;
d. Name, telephone number, and e-mail address of the person whom DHHS can contact as a reference; and
e. Dates of performance.

7.2.2.7. Staffing and Resumes

Each Bidder shall submit an organizational chart and a staffing plan for the program. For persons currently on staff with the Bidder, the Bidder shall provide names, title, qualifications and resumes. For staff to be hired, the Bidder shall describe the hiring process and the qualifications for the position and the job description. The State reserves the right to accept or reject dedicated staff individuals.

7.2.2.8. Subcontractor Letters of Commitment (if applicable)

If subcontractors are part of this proposal, signed letters of commitment from the subcontractor are required as part of the RFP. The Bidder shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Bidder and any subcontractors shall commit to the entire Contract Period stated within the RFP, unless a change of subcontractors is specifically agreed to by the State. The State reserves the right to approve or reject subcontractors for this project and to require the Bidder to replace subcontractors found to be unacceptable.

7.2.2.9. License, Certificates and Permits as Required

This includes: a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State.

7.2.2.10. Affiliations – Conflict of Interest

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

7.2.2.11. Required Attachments

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

a. Bidder Information and Declarations: Exceptions to Terms and Conditions, Appendix A
b. CLAS Requirements, Appendix D
c. Program Staff List, Appendix E
d. Staff Minimum Qualifications, Appendix F

7.2.3. Cost Proposal Contents – Detail

7.2.3.1. Cost Bid Requirements

The Bidder's Cost Proposal shall specify an all-inclusive fixed price per transaction and/or prices for all other services and products offered by the Bidder, and be presented in the form of a proposed Price Schedule (see Appendix C), and the Pricing Model response required in Appendix G, SDU Information Technology Provisions Statement of Work, subsection 5.1.4 Topic 4 – Pricing Model. Additionally, Appendix G SDU Information Technology Requirements, Topic 15 – Transition Work Plan, requires the inclusion of a payment schedule in the Transition Work Plan. Bidders **must include** a copy of the Transition Work Plan and the corresponding payment schedule (or any pricing/cost references) in the Cost Proposal.

Cost proposals may be adjusted based on the final negotiations of the scope of work. See Section 4, Finance and Appendix G for specific requirements.

7.2.3.2. Statement of Bidder's Financial Condition

The organization's financial solvency will be evaluated. The Bidder's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.

Complete financial statements must include the following:

a. Opinion of Certified Public Accountant
b. Balance Sheet
c. Income Statement
d. Statement of Cash Flow
e. Statement of Stockholder's Equity of Fund Balance
f. Complete Financial Notes
g. Consolidating and Supplemental Financial Schedules

A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:

a. Uncertified financial statements; and
b. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

7.2.3.3. Required Attachments

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

a. Bidder Information and Declarations:
   i. Exceptions to Terms and Conditions, Appendix A
   ii. Corrective Action / Liquidated Damages Disclosure, Appendix L

8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Penalties, Forms

8.1.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached; Bidder to agree to minimum requirement as set forth in Appendix B.

8.1.2. Penalties

The State intends to negotiate with the awarded Vendor to include liquidated damages in the contract in the event any deliverables are not met.

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

Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.

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

9. ADDITIONAL INFORMATION

9.1. Appendix A – Exceptions to Terms and Conditions

9.2. Appendix B – Contract Minimum Requirements

9.3. Appendix C – Price Schedule

9.4. Appendix D – CLAS Requirements

9.5. Appendix E – Program Staff List

9.6. Appendix F – Staff Minimum Qualifications

9.7. Appendix G – SDU Information Technology Provisions Statement of Work

9.8. Appendix H – Technical Requirements Checklist

9.9. Appendix I – Physical Security Requirements

9.10. Appendix J – Required Data Elements for Payment Processing

9.11. Appendix K – Statement on Standards for Attestation Engagements (SSAE 16)

9.12. Appendix L – Corrective Action / Liquidated Damages Disclosure

9.13. Appendix M – Required Data Elements for Billing Coupons

---

[i] See http://ithandbook.ffiec.gov/media/resources/3630/frb-12cfr205_regulation%20e.pdf for further information.

APPENDIX A

EXCEPTIONS TO TERMS AND CONDITIONS

A Responder shall be presumed to be in agreement with the terms and conditions of the RFP unless the Responder takes specific exception to one or more of the conditions on this form.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

A material deviation is an exception to a specification which 1) affords the Responder taking the exception a competitive advantage over other Responders, or 2) gives the State something significantly different than the State requested.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. (*Add additional pages if necessary*.)

Responder Name:	
Term & Condition Number/Provision	**Explanation of Exception**

By signing this form, I acknowledge that the above named Responder accepts, without qualification, all terms and conditions stated in this RFP Section 8- Mandatory Business Specifications, Contract Terms and Conditions except those clearly outlined as exceptions above.

_____	_____	_____
Signature	Title	Date

FORM NUMBER P-37 (version 5/8/15)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of , County of On , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On:			
1.18 Approval by the Governor and Executive Council *(if applicable)* By: On:			

2. EMPLOYMENT OF CONTRACTOR/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 A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials _____
Date_____

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 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.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Contractor Initials _____
Date_____

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials _____
Date_____

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to five additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Contractor Initials _____
Date _____

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

_____ _____

Date

Name:
Title:

Contractor Initials _____

Date _____

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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

_____ _____
Date Name:
Title:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Name:

_____
Date

_____
Name:
Title:

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name:

_____ _____

Date

Name:
Title:

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

_____ _____

Date

Name:
Title:

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

_____	_____
The State	Name of the Contractor
_____	_____
Signature of Authorized Representative	Signature of Authorized Representative
_____	_____
Name of Authorized Representative	Name of Authorized Representative
_____	_____
Title of Authorized Representative	Title of Authorized Representative
_____	_____
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

_____ _____
Date Name:
Title:

FORM A

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

1. The DUNS number for your entity is: _____

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

   _____ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials _____

Date _____

APPENDIX C

Price Schedule*

New Hampshire Department of Health and Human Services

Bidder Name:

Services: State Disbursement Unit - Electronic Funds Transfer Services

A	B	C	D	E
Proposed Service	**RFP Section Reference**	**Price per Item**	**Item Count**	**Sub-Total**
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
			ANNUAL TOTAL:**	$ -

* A completed Price Schedule must be included in the Bidder's Cost Proposal.
** The Annual Total must represent the total annual price for all services.

APPENDIX D

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

All DHHS bidders are required to complete the following two (2) steps as part of their proposal:

(1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;

(2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

Background:

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

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

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

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

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

APPENDIX D

Examples of practices that may violate Title VI include:

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

BIDDER STEP #1 – Individualized Assessment Using Four-Factor Analysis

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

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

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

http://www.dhhs.nh.gov/business/index.htm

APPENDIX D

Important Items to Consider When Evaluating the Four Factors.

Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.
Considerations: • The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service. • Organizations are required not only to examine data on LEP persons served by their program, but also those in the community who are ***eligible*** for the program (but who are not currently served or participating in the program due to existing language barriers). • Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports. • Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers. • An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program. • It is important to remember that the ***focus*** of the analysis is on the lack of English proficiency, not the ability to speak more than one language.
Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.
• The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily. • Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program. • The resulting plan may be as simple as being prepared to use a telephone interpreter service. • The key is to have a plan in place.

Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.
• The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed. • When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time.
Factor #4 The resources available to the organization to provide effective language assistance.
• A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis. • Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed; • Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations.

APPENDIX D

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

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

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

4. PROVISION OF LANGUAGE ASSISTANCE		
Do you provide language assistance to LEP persons, free of charge, in a timely manner? **(Or, do you have procedures in place to provide language assistance to LEP persons, if needed)**	Yes	No

Contractor Initials_____

Date_____

APPENDIX D

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

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

1.) Has completed the four-factor analysis as part of the process for creating its proposal, in response to the above referenced RFP.
2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to ***all*** LEP persons to all programs, services, and/or activities offered by my organization.

Contractor Initials_____

Date_____

3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

Contractor/Vendor Signature | Contractor's Representative Name/Title

Contractor Name | Date

APPENDIX E

Program Staff List

New Hampshire Department of Health and Human Services

Bidder Name:

Services: State Disbursement Unit and Electronic Funds Transfer Services

A	B	C
Position Title	**Current Individual in Position**	**Full Time Equivalent**

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

APPENDIX F

Staff Minimum Qualifications

New Hampshire Department of Health and Human Services

Bidder Name:

Services: State Disbursement Unit - Electronic Funds Transfer Services

A	B	C
Position Title	Minimum Qualifications (specify education and experience)	Required Certifications and Licenses

APPENDIX G
SDU Information Technology Provisions
Statement of Work

1. TECHNOLOGY REQUIREMENTS

Appendix H Technical Requirements Checklist contains mandatory technical requirements for this technology solution and vendor services. Vendors shall complete the Technical Requirements Checklist in accordance with the instructions on the "Instructions" tab of Appendix H.

2. TESTING AND ACCEPTANCE

In its proposal, the Vendor is to include its proposed Test Plan methodology and any scheduling assumptions used regarding the customer resource efforts required during User Acceptance Testing. After Contract award, the Vendor will be required to customize its proposed Test Plan methodology to reflect the needs of the Project and include the details of its Test Plan methodology in the detailed Work Plan (the first Project Deliverable).

In addition, the Vendor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Vendor will also provide training as necessary to the State staff responsible for test activities.

2.1. Testing Requirements

All testing and acceptance addressed herein shall apply to testing the Technology Solution. This shall include planning, test scenario development, Data, and system preparation for testing, and support of State staff during execution of Acceptance Testing (UAT).

2.2. Test Planning and Preparation

The overall Test Plan will guide all testing. The Vendor provided, State approved, Test Plan will include, at a minimum, identification, preparation, and documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test data, test phases, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

It is crucial that customer training and testing activities not be abbreviated in order to meet project implementation schedules. Therefore, the State requires that the testing activities be represented both in terms of effort and duration.

Vendors must disclose in their proposals the scheduling assumptions used in regard to the State resource efforts during testing.

State testing will commence upon the Vendor Project Manager's certification, in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff.

The State will commence its testing within five (5) business days of receiving certification from the Vendor that the State's personnel have been trained and the Technology Solution is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Vendor's development environment. The Vendor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live data to validate data and reports, at no additional cost.

2.3. Testing Schedule

Testing begins upon completion of the Technology Solution configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

2.4. User Acceptance Testing (UAT)

The User Acceptance Test verifies System functionality against predefined acceptance criteria that support the successful execution of approved business processes.

2.4.1. The Vendor's Project Manager must certify in writing, that the Vendor's own staff has successfully executed all prerequisite Vendor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

2.4.2. The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test data, and expected results, as well as written certification of the Vendor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities.

2.4.3. UAT will also serve as a performance and stress test of the System. It may cover any aspect of the System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the System meets the User Acceptance criteria as defined in the Work Plan.

2.4.4. Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance.

2.5. Security Review and Testing

IT Security involves all functions pertaining to the securing of State data and systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the software shall be reviewed and tested to ensure they protect the State's data assets.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server

In their proposal, the Vendors must acknowledge their responsibilities for IT security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. The Vendor must provide verification that 3rd party Penetration Tests (pen test) and Vulnerability Scanning are performed on a regular basis.

The Vendor shall provide results of all IT security testing to the Department of Information Technology for review and acceptance.

3. TRANSITION PROJECT MANAGEMENT

3.1. Transition Work Plan

In the event that the State must transition operations to a new service provider, a Transition Phase will be required to establish the State as a new customer and implement the Technology Solution and operational procedures. Vendor shall submit a preliminary Work Plan in their Proposals. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. A final Work Plan may be incorporated into the resultant contract, at the State's discretion, prior to Governor and Executive Council approval, or at minimum, may be due five (5) business days after Contract award upon approval by Governor and Executive Council.

The Vendor shall update the Work Plan as necessary but no less than every two weeks to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any updates to the Work Plan shall require the written approval of the State prior to final incorporation into the Contract.

Unless otherwise agreed in writing by the State, changes to the Work Plan shall not relieve the Vendor from liability to the State for any damages resulting from the Vendor's failure to perform its obligations under the Contract, including without limitation, performance in accordance with the Schedule.

In the event of a delay in the Schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule affect the Project.

In the event the Vendor requires additional time to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Vendor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

3.2. Transition Meetings and Reports

During the Transition Phase, if applicable, the Vendor shall conduct several required meetings to facilitate communications.

Kickoff Meeting: Participants will include the State and Vendor Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

Status Meetings: Participants will include, at the minimum, the Vendor Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget.

Status Reports: A status and issue report from the Vendor shall serve as the basis for discussion. The Work Plan must be reviewed at each status meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.

4. GENERAL TERMS

4.1. Licenses

If a license is included as a component of the Technology Solution, the Vendor must include a copy of the software license in the Proposal for the State's consideration.

4.1.1. Title

The Vendor must hold the right to allow the State to use the software or hold all title, right, and interest (including all ownership and intellectual property rights) in the software and its associated documentation.

4.2. Warranty

4.2.1. System

The Vendor shall warrant that the Technology Solution must operate to conform to the specifications, terms, and requirements of the Contract.

4.2.2. Non-Infringement

The Vendor shall warrant that it has good title to, or the right to allow the State to use all Services, equipment, and software provided under this Contract, and that such services, equipment, and software ("Material") do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

4.2.3. Viruses, Destructive Programming

The Vendor shall warrant that the software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the software.

4.2.4. Compatibility

The Vendor shall warrant that all System components, including any replacement or upgraded System software components provided by the Vendor to correct deficiencies or as an enhancement, shall operate with the rest of the System without loss of any functionality.

4.2.5. Professional Services

The Vendor shall warrant that all services provided under the Contract will be provided in a professional manner in accordance with industry standards and that services will comply with performance standards.

4.2.6. Warranty Period

The warranty period shall extend for the duration of the Contract and any extensions, with the exception of the warranty for non-infringement, which shall extend indefinitely.

4.3. State-Owned Documents and Data

The Vendor shall provide the State access to all documents, State data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, Vendor shall turn over all State-owned documents, State data, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State-Owned Documents must be provided in their original format.

4.4. Intellectual Property

Upon successful completion and/or termination of the implementation of the Project, the Vendor shall own and hold all title, rights and interest in any software modifications (Custom Code) developed in connection with performance of obligations under the Contract, or modifications to the Vendor provided software, and their associated documentation, including any and all performance enhancing operational plans and the Vendor's special utilities. The Vendor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and documentation developed under the Contract.

In no event shall the Vendor be precluded from developing, for itself or for others, materials that are competitive with or similar to custom software or modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract.

4.5. Data Breach

In the event of a data breach, the Vendor shall comply with provisions of NHRSA 359C:20.

4.6. Termination Procedure

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

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

4.6.1. Stop work under the Contract on the date, and to the extent specified, in the notice;

4.6.2. Promptly, but in no event longer than thirty (30) 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;

4.6.3. 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 Vendor and in which State has an interest;

4.6.4. 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 State and which has been accepted or requested by the State; and

4.6.5. Provide written certification to the State that Vendor has surrendered to the State all said property.

4.7. Contingency Plan/Disaster Recovery Plan

It is critical to the smooth operation of the NH SDU that downtime be minimized. The Vendor must present a written disaster recovery plan. The disaster recovery plan must include a sample test scenario.

4.7.1. Current versions of any software associated with NH SDU operations must be running at all times.

4.7.2. A daily backup file of the NH SDU database must be stored at a secure site away from the NH SDU and specifically designed for this type of secure record storage. This site must be accessible to the State. The backup cycle must be a month in length.

4.7.3. Vendor must identify a “hot site” for payment processing in case of a disaster at the NH SDU location. Payment processing at the “hot site” must be described in detail.

4.7.4. The Vendor must conduct a disaster recovery exercise annually.

4.7.5. Payment processing must not be interrupted for more than 72 hours following any disaster.

4.8. End of Contract Transition Plan

As noted previously, the Contract will be for five (5) years, and may be extended for up to an additional five (5) years, contingent upon satisfactory performance by the Vendor, supporting funding, and Governor and Executive Council approval. The Vendor must explain how it plans to handle the transition to a new vendor.

4.8.1. The State will inform the Vendor thirty (30) calendar days in advance of the routine termination of the Contract. The Vendor agrees to participate in an orderly transition.

4.8.2. All data in the SDU Database is the property of the State of New Hampshire. The Vendor will transfer to the State all data contained in the SDU database and all records related to functions performed and payments processed during the term of their Contract. The current Vendor will supply the State with the images of all financial instruments received and processed during the term of their Contract. The State will make this information available to the new vendor.

4.8.3. If a contract extension for up to six months is needed to affect an orderly transition, the Vendor must agree to do so. The terms and conditions of the Contract then in place shall prevail during this extension period.

4.8.4. The new vendor will have no responsibility for any unidentified payments posted by the previous contractor.

4.8.5. The SDU Vendor shall supply the following items to the State, except where the NH SDU Vendor does not have the right to transfer such items to a third party:

4.8.5.1. The NH SDU database, including the structure, all data models, data dictionaries, drawings, graphic representations, specifications and file formats within the NH SDU System, including all hardware and software required to operate the NH SDU System.

4.8.5.2. NH SDU network configuration diagrams, maintenance logs, and security provisions.

4.8.6. Below we describe those end-of-contract transfer provisions that are required regardless of which course of action is chosen by the State.

4.8.6.1. In those instances where the Vendor does not have the right to transfer hardware or software to the State, the Vendor shall provide the State with the name and version of the software necessary to make the Vendor's technical solution fully functional.

4.8.6.2. The Vendor shall supply to the State, on the next day following termination of services under this Contract, all data and information stored in the SDU database and in all other Vendor databases and information systems (including backup copies in any medium located at the SDU site and in off-site storage). The format and medium in which the data and information are supplied shall be specified by the State.

5. NARRATIVE TOPICS FOR MANDATORY NARRATIVE RESPONSES

This section provides a series of topics related to the proposed Technology Solution that the State will consider for selecting the SDU solution.

Topic	Page Limit
5.1 Operational Topics	
5.1.1. Topic 1 – Scope of Work	Page Limit – None
5.1.2. Topic 2 – Data Exchange	Page Limit – 2
5.1.3. Topic 3 – Usability Features	Page Limit – 3
5.1.4. Topic 4 – Pricing Model	Page Limit – 4
5.1.5. Topic 5 – System Security and Hosting	Page Limit – 6
5.1.6. Topic 6 – Back-up and Recovery	Page Limit – 2
5.1.7. Topic 7 – Assurance of Business Continuity	Page Limit – 2
5.1.8. Topic 8 – Roles and Responsibilities	Page Limit – 2
5.1.9. Topic 9 – Help Desk Support	Page Limit – 2
5.2 Transition Topics	
5.2.1. Topic 10 – Transition and Implementation Services	Page Limit – None
5.2.2. Topic 11 – User Acceptance Testing	Page Limit – 3
5.2.3. Topic 12 – Assurance of Business Continuity	Page Limit – 2
5.2.4. Topic 13 – Project Management	Page Limit – 2
5.2.5. Topic 14 – Risk and Issue Management	Page Limit – 2
5.2.6. Topic 15 – Transition Work Plan	Page Limit – None

5.1. Operational Topics

5.1.1. Topic 1 – Scope of Work

Response Page Limit: None

Provide a detailed description of specific components of the services offered. Address the following:

5.1.1.1. Direct payment processing;

5.1.1.2. Wage withholding processing;

5.1.1.3. Debit card processing, including:

- Access
- Help desk support

5.1.1.4. Payment processing for cases involving more than one agency, including International payments;

5.1.1.5. Direct payment and wage withholding billing;

5.1.1.6. Disbursing child support monies to payees;

5.1.1.7. Distributing debit or other money transfer cards; and

5.1.1.8. Internet accessible tools for employers and DCSS clients, such as web portals and mobile applications, for managing payments and accessing child support account information.

5.1.2. <u>Topic 2 – Data Exchange</u>

Response Page Limit: 2

Provide a detailed description of the mechanisms and tools included in the proposed System to enable the specified data sharing between the Vendor and the State.

5.1.2.1. Describe the transmission of customer and EBT data within System to financial institutions and the State. Address frequency, workflow, and technology.

5.1.3. <u>Topic 3 – Usability Features</u>

Response Page Limit: 3

Provide a detailed description of the user interfaces for DCSS clients and the State staff.

5.1.3.1. Payees, payors, and the State staff shall be able to view DCSS account and debit card information via a web portal. Describe the different views and features available to each group; include whether the System and its web portal is capable of providing payee and payor payment history, monthly statements of child support owed and received, and forecast amounts for the next 30, 60 and 90 day periods.

<u>Note:</u> The State is not currently required to provide access to payment history, monthly statements, and forecast amounts through a web portal. However legislation is currently pending that may later require the State to provide such access within the Contract period. In the event of this occurrence, the State intends to negotiate and enter into an amendment of the Contract with the Vendor to adjust the statement of work and supporting funds accordingly.

5.1.3.2. The State DHHS Bureau of Finance requires access to view and edit DCSS account data for tracking and research purposes. Describe the views and features available.

5.1.3.3. Describe the State staff access to standard and ad hoc reports.

5.1.4. Topic 4 – Pricing Model

Response Page Limit: 4

Provide a detailed description of the pricing model for the proposed Solution.

5.1.4.1. Describe the proposed pricing model. Address the following, as applicable to your solution, and where applicable, provide prices for the additional functionality described in Topic 3 as it pertains to the State's potential future System web portal needs. Ensure pricing model also complies with the specifications contained in subsection 4.1.2. Price Schedule of the RFP:

- Fixed prices;
- Recurring prices;
- Price per transaction;
- Price per batch;
- Implementation pricing;
- Operations pricing;
- Transaction Services pricing; and
- Other applicable prices.

5.1.5. Topic 5 - System Security and the Hosted Environment

Response Page Limit: 6

Provide a detailed description of the security design and architectural features incorporated into the proposed System. At a minimum, discuss the following:

5.1.5.1. Describe the business practices and technology employed to ensure that your system and staff comply with:

- Payment Card Institute (PCI) standards;
- National Automated Clearing House Association (NACHA) security standards.

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

- What process or methodology is employed within the proposed System to ensure data integrity?

5.1.5.3. Discuss your company's practices pertaining to the following security testing:

- The identification and authentication methods used to ensure that users and any interfacing applications are identified and that their identities are properly verified.

- The authorization methods used to ensure that users and customer applications can only access data and services for which they have been properly authorized.
- The immunity methods used to ensure that unauthorized malicious programs (e.g., viruses, worms and Trojan horses) do not infect the application.
- The methods used to ensure that communications and data integrity are not intentionally corrupted via unauthorized creation, modification or deletion.
- The methods used to ensure that the parties to interactions with the application cannot later repudiate or rebut those interactions.
- The intrusion detection methods used to ensure the detection, recording and review of attempted access or modification by unauthorized individuals.
- The privacy methods used to ensure that confidential data and sensitive communications are kept private.
- The System maintenance methods used to ensure that unauthorized System maintenance does not unintentionally disrupt the security mechanisms of the application or supporting hardware.
- The testing methods conducted to load and stress test your System to determine its ability to withstand Denial of Service (DoS) attacks.
- Your software patch schedule employed to protect the software from new security vulnerabilities as they arise.
- The ability of your System's software to be installed in a "locked-down" fashion so as to turn off unnecessary features (user accounts, operating System services, etc.) thereby reducing the software's security vulnerabilities and attack surfaces available to System hackers and attackers.

5.1.6. <u>Topic 6 – Backup and Recovery</u>

Response Page Limit: 2

Provide a detailed description of the backup and recovery processes used to protect mission-critical Data.

5.1.6.1. The State seeks a sound backup and recovery provision as part of the Solution. Describe the tools used for backup and recovery of applications and data. Describe the impact of the proposed backup process on the operation of the System. Also, address the following:

- Use of and method for logging and journalizing;
- Single points of failure and recommended approaches for their elimination; and
- Approach to redundancy.

5.1.7. <u>Topic 7 – Assurance of Business Continuity</u>

Response Page Limit: 2

Provide a detailed description of the disaster recovery and business continuity plans that mitigates risk to the State.

5.1.7.1. Vendors are asked to provide information on their disaster recovery and business continuity plans in the event that their systems and human resources site become unavailable.

5.1.7.2. Payment processing at the "hot site" must be described in detail.

5.1.8. <u>Topic 8 – Roles and Responsibilities – Normal Operations</u>

Response Page Limit: 2

Provide a detailed description of how the Vendor staff will interact with the State staff during the engagement.

5.1.8.1. Describe the roles and responsibilities of Vendor staff and State staff during normal operations. Include the amount of time required of each staff member and when their time is needed.

5.1.9. <u>Topic 9 – Help Desk Support</u>

Response Page Limit: 2

Provide a detailed description of support available to DCSS clients, institutions, and the State.

5.1.9.1. Describe your help desk support for DCSS clients and institutions using the System for financial transactions. What support is available and do the hours of operation comply with the requirements specified in subsection 3.8.1. Cardholder Help Desk Operation of the RFP?

5.1.9.2. Describe your help desk support for the State program managers and staff. Address technical and program support. Do the hours of operation comply with the requirements specified in subsection 3.8.1 Cardholder Help Desk Operation of the RFP?

5.2. Transition Topics

In the event that that State needs to transition disbursement operations to a new vendor, a well-planned implementation will be critical. The following topics address the transition phase of the engagement.

5.2.1. <u>Topic 10 – Transition and Implementation Services</u>

Response Page Limit: None

Provide a detailed description of transition services required to establish operations for the State of New Hampshire.

5.2.1.1. The response must include a description of the following:

- Describe the implementation of the technology and business processes;
- Include a graphic workflow of the process;
- Identify timeframes for performing implementation milestones;
- The resources to be employed, including both State and Vendor by milestone;
- Roles and responsibilities of State and Vendor staff;

- The time commitment required for both State and Vendor resources;
- The communication plan to be employed;
- A detailed summary of the specific Deliverables;
- Describe the handling of State data during the transition phase; and
- Provide a sample of a transition plan that your have developed for other clients.

5.2.2. Topic 11 – User Acceptance Testing

Response Page Limit: 3

Provide a detailed description of the support the Vendor will supply to assist the State during user acceptance testing of the configured technology solution for New Hampshire.

5.2.2.1. State staff will conduct data validation and User Acceptance Testing, but support from the selected Vendor is required. To define the type of support that will be provided, address the following questions:

- Describe your testing methodology and include a proposed test plan.
- How much time should the State allow to complete User Acceptance Testing of a component?
- What support will be provided to prepare State staff during Acceptance Testing?
- How will members of the testing team be prepared to test the configured software?
- What Documentation of configured software will be available to the testing team?
- Based on experience in similar projects, how many and what types of Defects are likely to be encountered in User Acceptance Testing? (Include metrics from other projects to support this response.)
- How quickly will a suspected Defect be investigated, and what classifications are planned for suspected Defects?
- How quickly will Defects, if any, be corrected?
- Provide a sample User Acceptance Test Plan from a completed project as an appendix.

5.2.3. Topic 12 – Business Continuity

Response Page Limit: 2

Provide a detailed description of your business continuity plan that mitigates risk to the State.

5.2.3.1. Vendors are asked to provide information on their business continuity plan in the event that their hosting site becomes unavailable.

5.2.3.2. Discuss necessary planning for moving operations to a remote site if the hosting site is incapacitated.

5.2.3.3. What is the recovery time objective and how will your company continue to meet federally required response metrics?

5.2.3.4. 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.

5.2.4. <u>Topic 13 – Project Management</u>

Response Page Limit: 2

Provide a detailed description of project management reporting.

5.2.4.1. The State believes that effective communication and reporting are essential to the success of the transition. Describe the planned project management activities as they pertain to the three phases: Planning, Implementation, and Operations.

Describe how the following will be managed:

- Introductory Meeting;
- Kickoff Meeting;
- Status Meetings;
- Status Reports;
- The Work Plan;
- Letter of Acceptance; and
- Change Order Process.

5.2.4.2. As an appendix, provide an example of status reports prepared for another similar project. Names of the project and of any individuals involved may be removed.

5.2.5. <u>Topic 14 – Risk and Issue Management</u>

Response Page Limit: 2

Provide a detailed description of the proposed approach to timely identification and effective action on issues and risks.

5.2.5.1. Describe the proposed approach to managing risks and issues. Include a sample tracking document.

5.2.5.2. Highlight the methodology to ensure that State staff is involved in the process.

5.2.5.3. Provide a description of known risks and proposed steps to mitigate them.

5.2.6. <u>Topic 15 – Transition Work Plan</u>

Response Page Limit: None

Provide a preliminary Work Plan for the Planning and Implementation Phases of the engagement. The Vendor's preliminary proposed Work Plan shall include: 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).

5.2.6.1. Provide a preliminary Work Plan depicting tasks, task dependencies, schedule, milestones, Deliverables, and payment schedule. Define both proposed written and software Deliverables. Include sufficient detail that the State will be able to identify departures from the Work Plan in sufficient time to seek corrective action. In particular, provide information about staffing.

5.2.6.2. Describe all Deliverables to be produced in the Project. Ensure that all Deliverables and milestones are identified in the Work Plan. Identify and discuss the following:

- All assumptions upon which the Work Plan is based;
- Descriptions of recommended roles by activity and time required for both State and Vendor members of the Project Team;
- Assignments of members of the Vendor's team identified by role to specific tasks; and
- Critical success factors for the Project.

5.2.6.3. Discuss how this Work Plan will be used and State access to Plan details including resource allocation. Also, discuss frequency for updating the Plan weekly and for every status meeting. Explain how the State will know whether the Project is on schedule and within budget.

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICES
RFP# DHHS 2016-046 - STATE DISBURSEMENT UNIT ELECTRONIC FUNDS TRANSFER
APPENDIX H - TECHNICAL REQUIREMENTS

Vendor Instructions

IMPORTANT:

YOU MUST PROVIDE A RESPONSE IN BOTH THE "VENDOR RESPONSE" AND "DELIVERY METHOD" COLUMNS FOR ALL MANDATORY REQUIREMENTS.

IF YOU ANSWER "NO" TO A MANDATORY REQUIREMENT WITHOUT PROVIDING ADDITIONAL INFORMATION ABOUT HOW THIS REQUIREMENT CAN BE MET WITH A "FUTURE" OR "CUSTOM" DELIVERY, YOUR PROPOSAL CANNOT BE CONSIDERED.

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

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

Standard - Feature/Function is included in the proposed system and available in the current software release.
Future - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.)
Custom - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the software modification in the comment area. These cost estimates should add up to the total cost for software modifications found in the cost summary table in Section X of the RFP).
Not Available/Not Proposing - Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)

Comments Column:
For all Delivery Method responses other than standard (Future, Custom, or Not Available/Not Proposing) vendors must provide a brief explanation. Free form text can be entered into this column.

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILD SUPPORT SERVICES
RFP# DHHS 2016-046 - STATE DISBURSEMENT UNIT ELECTRONIC FUNDS TRANSFER
APPENDIX H - TECHNICAL REQUIREMENTS

APPLICATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS					
A1.1	Application has the ability to access data using open standards access drivers.Ability to access data using open standards access drivers (please specify supported versions in the comments field).	M			
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or orhter trade secret regulation.	M			
A1.3	Any web portal must be in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M			
A1.4	The Vendor and any subcontractors may be subject to forensic audit at the request of the State.	M			
APPLICATION SECURITY					
A2.1	Verify the **identity or authenticate** all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M			
A2.2	Verify the **identity and authenticate** all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services. .	M			
A2.3	Enforce unique user names.	M			
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide *User Account and Password Policy*	M			
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M			
A2.6	Encrypt passwords in transmission and at rest within the database.	M			
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy	M			
A2.8	Provide the ability to limit the number of people that can grant or change authorizations	M			
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M			

A2.10	The application shall not store authentication credentials or sensitive data in its code.	M			
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M			
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M			
A2.13	All logs must be kept for 12 months	M			
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M			
A2.15	Do not use Software and System Services for anything other than their designed for.	M			
A2.16	The application Data shall be protected from unauthorized use when at rest	M			
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M			
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M			
2.19	The applications used by the Vendor and all subcontractors to deliver these services must be PCI-DSS compliant in accordance with current PCI-DSS specifications.	M			
SERVICE LEVEL AGREEMENT					
A3.1	The Vendor response time for support shall conform to the specific deficiency class as described below: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	P			

A3.2	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties	P			
A3.3	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	P			
A3.4	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	P			
A3.5	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	P			

TESTING					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
APPLICATION SECURITY TESTING					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M			
T1.2	The Vendor shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M			
T1.3	Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	M			
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M			
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M			
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M			
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M			
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M			
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M			
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M			
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M			
T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M			

T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field)	M			
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M			
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M			

HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
OPERATIONS					
H1.1	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M			
H1.2	The Vendor must provide a secure environment for the NH SDU. Access must be limited to persons with proper clearance.				
H1.3	The NH SDU System must contain a security hierarchy for restricting an individual's access only to information and processes important to their payment processing functions.				
H1.4	State access will be via internet browser or SFTP interface.	M			
H1.5	At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the System.	M			
H1.6	At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows XP Professional Version 2002, Internet Explorer 6, and 128 bit encryption.	M			
H1.7	Vendor shall provide a secure Tier 3 or 4 Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.	M			
H1.8	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M			
H1.9	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M			
H1.10	Vendor shall monitor System, security, and application logs.	M			
H1.11	Vendor shall manage daily backups, off-site data storage, and restore operations.	M			
H1.12	The Vendor shall report any breach in security in conformance with State of NH 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M			

DISASTER RECOVERY					
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs of the State.	M			
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M			
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M			
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M			
H2.5	Scheduled backups of all servers must be completed regularly. At a minimum, host servers shall be backed up nightly, with one daily, one weekly, and one monthly backup stored in a secure location to assure data recovery in the event of disaster.	M			
H2.6	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M			
H2.7	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M			
H2.8	If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	M			
H2.9	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M			
NETWORK ARCHITECTURE					
H3.1	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M			

H3.2	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	M			
H3.3	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	M			
H3.4	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M			
HOSTING SECURITY					
H4.1	The Vendor shall employ security measures to ensure that the State's application and data is protected.	M			
H4.2	The hosting environment, infrastructure, and employee business practices must be PCI-DSS compliant in accordance withmost current PCI-DSS specification.	M			
H4.3	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M			
H4.4	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M			
H4.5	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M			
H4.5	The Vendor shall notify the State's Project Manager of any security breaches in accordance with NH RSA 359-C:20.	M			
H4.6	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M			
H4.7	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M			

H4.8	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M			
H4.9	Logging shall go to centralized logs server for security reasons. Logs should include System, Application, Web and Database logs.	M			
H4.10	The operating system and the data base shall be built and hardened wherever possibe to guidelines set forth by:CIS (Center Internet Security), NIST, or NSA (please specify whose guidelines are followed in the comments field)	M			
H4.11	The Vendor must provide reports on a quarterly basis to validate that redundancy is in fact in place and backup/restores are functioning.	M			
H4.12	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M			
SERVICE LEVEL AGREEMENT					
H5.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M			
H5.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M			
H5.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M			
H5.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff during regular State business hours.	M			
H5.5	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M			
H5.6	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M			
H5.7	The Vendor response time for support shall conform to the specific deficiency class as described in A3.1 & A3.2.	M			
H5.8	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M			

H5.9	The Vendor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window	M			
H5.10	If The Vendor is unable to meet the 99.9% uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M			
H5.11	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within thirty (30) days of release by their respective manufacturers.	M			
H5.12	If required, the Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M			

TRANSITION MANAGEMENT					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
TRANSITION MANAGEMENT					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Transition Phase.	M			
P1.2	Vendor shall submit a finalized Work Plan within five (5) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than *every two weeks.*	M			
P1.3	Vendor shall provide detailed *bi-weekly or* monthly status reports on the progress of the Project, which will include expenses incurred year to date.	M			
P1.4	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation in a common repository. (Define how- WORD format- on-Line, in a common library or on paper)	M			
P1.5	Vendor must specify document repository to be used. If maintained on vendor site, the documentation must be turned over to the State of NH at project termination.	M			

APPENDIX I

Physical Security Requirements

1. During the period of performance of the Contract, the Contractor shall comply with all physical security requirements that are mandated by federal and/or state laws, rules, or regulations. The Contractor shall also comply with the Physical Security requirements included in Appendix G SDU IT Provisions.
2. The Contractor shall permit access to the SDU by agents of the State or federal government for the purpose of ascertaining compliance with all applicable laws, rules, regulations and the conditions of the Contract.
3. The Contractor shall make every effort to protect the SDU from damage by accident, theft, malicious intent, fire, loss of utilities, environmental hazards such as flood and hurricanes, vandalism, and unauthorized access.
4. The Contractor shall maintain restricted access to the SDU, and that the SDU is located in a self-contained area that only performs SDU functions.
5. The SDU processing center shall have security doors, and a locking system for all doors such as card key locks, or push button code type locks.
6. All employees shall enter and exit the SDU through one access point and visitors' entry shall be controlled at the main entrance reception station. All visitors to the facility shall be required to register at the reception area and shall be escorted by SDU personnel.
7. The SDU shall have floor to ceiling walls, or walls that are at least eight (8) feet high and joined to a ceiling made of impenetrable steel, expanded steel mesh or similar material.
8. The Contractor shall limit access to the SDU processing center to the following: SDU processing center staff, appropriate and authorized accounting and management staff employed by the Contractor, authorized subcontractors, auditors designated by the Contractor, federal and state auditors, DCSS staff and other authorized by the Director of DCSS.
9. All SDU employees who have access to or control over funds collected under the child support enforcement program shall be covered by a bond against loss resulting from employee dishonesty. (Refer to 45 CFR 302.19.)
10. All payment processing activities that involve financial instruments and all other payment processing activities including but not limited to the opening of the mail, shall take place within the SDU processing center.
11. At all times when work in accordance with this contract is being performed, there shall be no fewer than two (2) people in the SDU, one of whom shall be a supervisor. A security camera shall monitor all business operations within the SDU.
12. The SDU processing center shall have a fireproof, immovable safe for safeguarding processed financial instruments until transported to the bank for deposit.
13. All SDU employees shall work at desks without drawers and all personal belongings shall be kept outside the SDU.

APPENDIX J

Required Data Elements for Payment Processing

Data elements required in the processing of collections for all direct pay payments from payors, Wage Assignment payments, District Office payments, Out-of-State payments and State Tax Intercept are as follows:

a.	Direct pay from payors	Case ID Number Amount Enclosed Check Number (*) Date of receipt at SDU
b.	Wage Assignment (Income Withholding)	Payor ID number or Payor Social Security Number Amount Paid Check number (*) Date of receipt at SDU
c.	District Office	Case ID number Amount paid Check number (*) Date of receipt at DO (Form 681 or Form 697)
d.	Out-of-State/Out-of-State State Tax Intercepts	Case ID Number Payment amount Check number (*) Date of receipt or check date as provided by the other State

*The <u>last</u> ten (10) digits of check number are required for processing.

APPENDIX K

Statement on Standards for Attestation Engagements (SSAE 16)

No later than forty (40) working days after the end of each NH State Fiscal Year on June 30, the Contractor shall provide the Department of Health and Human Services a "SOC 1" Type 2 report in accordance with the American Institute of Certified Public Accountants, Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization. The report shall assess the design of internal controls and their operating effectiveness. The reporting period shall cover the previous twelve (12) months or the entire period since the previous reporting period. The Department will share the entire report with internal and external auditors of the State of New Hampshire and federal oversight agencies.

1. The Contractor shall provide assurances to the State that the service auditor shall be selected through a competitive procurement process to perform audit services for the Contractor on contractual engagements where SSAE No.16, Statement on Standards for Attestation Engagements, type audits are either required or appropriate.
2. The Contractor shall retain the services of a certified public accounting firm, to perform annual SSAE No. 16, Statement on Standards for Attestation Engagements, audits of the New Hampshire State Disbursement Unit. On-site portions of the annual service audit shall be scheduled, performed and completed prior to the end of a State Fiscal Year ending June 30. A draft service audit report for the applicable State Fiscal Year shall be delivered to DCSS no later than fifteen (15) working days after the end of the applicable State Fiscal Year on June 30. A final Service Auditor's Report shall be delivered to DCSS no later than forty (40) working days after the end of the applicable State Fiscal Year on June 30.
3. The Contractor shall require the service auditor to perform an audit that conforms to SSAE-No.16, (Statement on Standards for Attestation Engagements) in strict compliance to the methods and standards for a Type II review based on criteria established by the American Institute of Certified Public Accountants.
4. DCSS shall make available to the service auditor data and information pertaining to State Disbursement Unit operations and/or controls that are necessary for the completion of the Service Auditor's Report.
5. The Contractor shall supervise, coordinate, and facilitate the service auditor's conduct of the SSAE-No.16 audit.
6. The services auditor shall bear final responsibility for the content and findings of the Service Auditor's Report.
7. Service Auditor's Report. The SSAE No.16 Type 2 Service Auditor's Report shall include:
   - 7.1. Description by the service organization's management of its system of policies and procedures for providing services to user entities, including control objectives and related controls as they relate to the services provided, throughout the specified period of time.
   - 7.2. Written assertion by the service organization's management about whether:
     - 7.2.1. The aforementioned description fairly presents the system in al material respects;

7.2.2. The controls were suitably designed to achieve the control objectives stated in that description; and

7.2.3. The controls operated effectively throughout the specified period to achieve those control objectives.

7.3. Report of the service organization's auditor, which:

7.3.1. Expresses an opinion on the matters covered in management's written assertion; and

7.3.2. Includes a description of the auditor's tests of operating effectiveness of controls and the results of those tests.

8. The service auditor's procedure shall include, but are not necessarily limited to, the following:

8.1. Obtaining information on the description of controls for the report through discussions with appropriate Contractor personnel, through reference to various forms of documentation, such as system flow charts and narratives and through the performance of tests of controls.

8.2. Determining whether the description provides sufficient information for user auditors to obtain an understanding of those aspects of the Contractor's controls that may be relevant to DHHS' and DCSS' internal controls, including:

8.2.1. The control environment, such as hiring practices, and key areas of authority;

8.2.2. Risk assessment, such as those associated with processing specific transactions;

8.2.3. Control activities, such as procedures on modifications to software;

8.2.4. Communications, such as the way user transactions are initiated; and

8.2.5. Control monitoring, such as involvement of internal auditors.

8.3. Examining evidence of whether controls have been placed in operation by:

8.3.1. Inquiry of appropriate Contractor management and staff; and

8.3.2. Inspection of Contractor documents and records; and

8.3.3. Observation of Contractor activities and operations.

8.4. Performing appropriate tests of control to determine that they were operating with sufficient effectiveness to provide reasonable assurance that the related control objectives were achieved during the State Fiscal Year audited.

8.5. Determining that significant changes, in the Contractor's controls, which were implemented before the start of the service auditor's fieldwork, are included in the Contractor's description of the controls.

APPENDIX L

Corrective Action / Liquidated Damages Disclosure

Proposals shall contain a summary explanation of all corrective actions undertaken and/or liquidated damages awarded to a customer(s) or other entities and paid by the Vendor in the past five (5) years. DCSS shall have the right to inquire further regarding the corrective actions or liquidated damages, including contacting the client/customer of the Vendor involved. The Vendor shall execute any necessary releases, if required.

Customer/Entity Name Contact Information	Summary Explanation

APPENDIX M

Required Data Elements for Billing Coupons

1. The following information, provided to the Contractor by DCSS, shall be printed on the monthly bill/coupon (Form 684) for Direct Pay cases:

    1.1. Case Identification Number
    1.2. Payor Social Security Number
    1.3. Payor Name
    1.4. Payor Address
    1.5. DCSS District Office
    1.6. DCSS District Office Address
    1.7. Child Support Worker Name and Telephone Number
    1.8. Amount due for current support
    1.9. Amount due for arrears
    1.10. Total amount due for month
    1.11. Payee Name
    1.12. Last payment processed
    1.13. Current payment
    1.14. Past due payment/arrearage as of billing date
    1.15. Billing date
    1.16. Blank spaces to enter address change or other information
    1.17. Policy Release (PR) number (thirteen (13) digits)
    1.18. Policy release date (up to five (5) digits)
    1.19. Information relative to returned checks including minimum payment due, amount of payment enclosed, payment due date and check number
    1.20. OCR line for Payor ID Number (eight (8) digits)
    1.21. OCR line for minimum amount due (up to twelve (12) digits, including cents)
    1.22. OCR line for due date of payment
    1.23. Blank space for the amount of payment enclosed
    1.24. Blank space for the check number of the payment

2. The following information, provided to the Contractor by DCSS, shall be printed on the monthly bill/coupon (Form 693) for Income Withholding Coupon cases:

    2.1. Case Identification Number
    2.2. Payor Social Security Number
    2.3. Payor Name
    2.4. Payor Address
    2.5. DCSS District Office
    2.6. DCSS District Office Address
    2.7. Child Support Worker Name and Telephone Number
    2.8. Amount due for current support
    2.9. Amount due for arrears
    2.10. Total amount due for month
    2.11. Payee Name
    2.12. Last payment processed
    2.13. Current payment

2.14. Past due payment/arrearage as of billing date
2.15. Billing date
2.16. Blank spaces to enter address change or other information
2.17. Policy Release (PR) number (thirteen (13) digits)
2.18. Policy release date (up to five (5) digits)
2.19. Information relative to returned checks including minimum payment due, amount of payment enclosed, payment due date and check number
2.20. OCR line for Payor ID Number (eight (8) digits)
2.21. OCR line for minimum amount due (up to twelve (12) digits, including cents)
2.22. OCR line for due date of payment
2.23. Blank space for the amount of payment enclosed
2.24. Blank space for the check number of the payment
2.25. Spaces provided for Employers to enter:
    2.25.1. Actual amount withheld
    2.25.2. Check Number (*)
    2.25.3. Last ten (10) digits

3. The following check-off boxes (in separate tear-off section if in paper form) shall be printed on the monthly bill/coupon (Form 693) for Income Withholding Coupon cases to capture wage termination data:
    3.1. Termination date (with spaces for Employer to enter effective date)
    3.2. Resigned/Quit/Retired data (with spaces for Employer to enter effective date)
    3.3. Fired date (with spaces for Employer to enter effective date)
    3.4. Never worked here
    3.5. Address change / comments
    3.6. Also include in above section, provided to the Contractor by DCSS, are the following:
        3.6.1. DO code (pre-printed)
        3.6.2. Employer Name (pre-printed)
        3.6.3. Employer NEN (pre-printed)
        3.6.4. Employer Name (pre-printed)
        3.6.5. Remittance ID (pre-printed)

4. On the reverse side of Form 693, the following information provided to the Contractor by DCSS shall be printed:
    4.1. Statutory authority for completing the form (New Hampshire RSA 458:B-6)
    4.2. Instructions for completing the form
    4.3. All District Office Names
    4.4. All District Office Telephone Numbers
    4.5. All District Office Fax Numbers
    4.6. All District Office Code Numbers