

**New Hampshire Department of Health and Human Services
Children with Special Health Care Needs Specialty Support Network
Appendix A – Scope of Services**

The final Scope of Services is subject to modification based on the proposal submitted by the selected Vendor

Scope of Services

1. Statement of Work

- 1.1. The Contractor must develop, provide, and improve a Specialty Support Network that increases access to specialty expertise for Children with Special Health Care Needs (CSHCN) under the age of twenty-one (21) years old and their families, as detailed herein.
- 1.2. The Contractor must ensure services are available statewide via secure and confidential telehealth appointments and in-person.
- 1.3. The Contractor may deliver services directly, through partnerships, and/or through a coordinated network of providers.
- 1.4. The Contractor's proposed model must include, but is not limited to, child development evaluations, nutritional assistance, feeding, and swallowing services.
- 1.5. The Contractor must actively increase collaboration across professional disciplines to assist CSHCN and their families who:
 - 1.5.1. Have inadequate, insufficient, or lack health insurance;
 - 1.5.2. Have conditions requiring a comprehensive team approach for assessments, evaluations and consultations;
 - 1.5.3. Are underserved; and
 - 1.5.4. Meet the requirements of New Hampshire RSA 132:13 and Administrative Rule He-M 500 Developmental Services, Part 520 Children's Special Medical Services.
- 1.6. The Contractor must provide to the parents or guardians of CSHCN, upon receipt of a referral to the Specialty Support Network, resource information and an application for the Department to determine eligibility for services within the network.
- 1.7. The Contractor must provide access to pediatric service planning and review, consultation, comprehensive diagnostic evaluations, and assessment services for CSHCN within its Specialty Support Network.
- 1.8. The Contractor must ensure all services provided are family-centered and consistent with best professional practices and current evidence-based, or evidence-informed, research.
- 1.9. The Contractor must provide parents or legal guardians with CSHCN information related to their child's medical, developmental and educational needs during intake, assessment, and evaluation.
- 1.10. The Contractor must provide to parents or legal guardians of CSHCN copies of

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- their plan of care, an accounting of all care provided by practice area, and copies of any and all medical records and/or test results.
- 1.11. The Contractor must provide the following information and/or services to CSHCN, or their parents or guardians, as applicable:
- 1.11.1. Scheduling.
 - 1.11.2. Two (2) levels of service planning and review, including:
 - 1.11.2.1. Upon receipt of approved Specialty Support Network application from the Department; and
 - 1.11.2.2. After records review, to help families understand the community resources available for their child.
 - 1.11.3. Communication plans.
 - 1.11.4. Clinical sessions.
 - 1.11.5. Home and office visits provided in-person or virtually.
 - 1.11.6. School meetings, as requested by the parents or legal guardians of CSHCN.
 - 1.11.7. Consultation with relevant professionals.
 - 1.11.8. Referrals to community resources and services, as needed.
- 1.12. The Contractor must participate in meetings and activities with the Department including, but not limited to:
- 1.12.1. BFCS bi-annual coordinator meetings.
 - 1.12.2. Monthly contract review meetings with the BFCS Administrator or other State designee.
 - 1.12.3. Needs assessment surveys and review meetings, as requested by the Department.
 - 1.12.4. Regional planning effort meetings, as requested by the Department.
- 1.13. The Contractor must coordinate with the Department to adjust delivery of services in this Agreement to comply with a state of emergency declaration. All such adjustments, to the extent feasible during the state of emergency, must be approved in writing by the Department.
- 1.14. The Contractor must collaborate and communicate with a wide variety of professionals providing services in many different disciplines, as well as with community-based stakeholders, relevant to the treatment and care of CSHCN to maximize the impact of coordinated, comprehensive, specialty care across the Contractor's Specialty Support Network. This collaboration must include, but not be limited to:
- 1.14.1. UNH NH-ME LEND (Leadership Education in Neurodevelopmental and Related Disabilities) programs.
 - 1.14.2. Dartmouth Health Family Practice Residency Program and Doctoral Psychology programs.

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- 1.14.3. Family Centered Early Supports and Services.
 - 1.14.4. Preschool special education providers.
 - 1.14.5. Child care programs.
 - 1.14.6. Head Start and Early Head Start.
 - 1.14.7. Designated area agencies for developmental services.
 - 1.14.8. Community health centers.
 - 1.14.9. Community mental health centers.
 - 1.14.10. Primary care providers.
 - 1.14.11. Licensed and certified health professionals.
 - 1.14.12. Medical specialists.
 - 1.14.13. Other community-based agencies.
- 1.15. The Contractor must notify a recipient's parent or guardian of discharge in writing thirty (30) calendar days prior to the date eligibility will close in accordance with He-M 520.02(f) or when services have been completed, whichever occurs first.
- 1.16. The Contractor must conduct a Department-approved satisfaction survey with clients and provide the results to the Department in the required annual reports in accordance with Section 1.17, Data Collection & Reporting, below.
- 1.17. **Data Collection & Reporting**
- 1.17.1. The Contractor must ensure that it collects all data and information relevant to the services provided to CSHCN under this Agreement, which must include, but is not limited to:
 - 1.17.1.1. Referral sources and reasons for the referrals.
 - 1.17.1.2. Results of recommendations made as a result of further consultations and/or evaluations, including the names of individuals participating and their affiliation.
 - 1.17.1.3. The number of children referred out to community programs.
 - 1.17.1.4. Diagnoses made.
 - 1.17.1.5. Referrals for further assessments and/or services.
 - 1.17.1.6. The final assessment report and all associated documentation.
 - 1.17.1.7. Confirmation that all relevant reports have been shared with parents or legal guardians and medical care providers.
 - 1.17.1.8. Discharge information including date and reason for discharge.
 - 1.17.1.9. The written notification of discharge, as referenced in Section 1.15 above.
 - 1.17.2. The Contractor must provide data and reports in a format approved by the Department.

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- 1.17.3. The Contractor must submit annual reports to the Department no later than July 15th of each year, in a format approved by the Department that includes, but is not limited to:
 - 1.17.3.1. Statistical information, including, but not limited to:
 - 1.17.3.1.1. Number of final reports shared with parents or legal guardians.
 - 1.17.3.1.2. Number of final reports shared with medical care providers.
 - 1.17.3.1.3. Number of parent and school conferences held, and who attended.
 - 1.17.3.1.4. Number of outreach consultations to local service providers, and methods.
 - 1.17.3.1.5. Consultations, Technical Assistance and Education to other professionals or para-professionals, including, but not limited to:
 - 1.17.3.1.5.1. Number of consultations provided and to whom.
 - 1.17.3.1.5.2. Number of in-services, trainings and educational sessions presented, including the topic, location, who presented, who attended and their affiliation.
 - 1.17.3.1.5.3. Number of community planning meetings held, who attended, their affiliation, and outcome.
 - 1.17.3.2. Performance measures as developed with the Contractor during contract negotiations.
 - 1.17.3.3. Quality assurance and improvement activities.
 - 1.17.3.4. Future plans or goals.
 - 1.17.3.5. Progress made and efforts undertaken to meet goals and objectives in quantitative and qualitative terms, including statistical measures for evaluating successful outcomes.
 - 1.17.3.6. Satisfaction survey results.
 - 1.17.3.7. Emerging and ongoing issues.
 - 1.17.3.8. Corrective action plans for any performance measures or improvement goals not achieved.
 - 1.17.3.9. Results of chart audits and case reviews including plans to address any findings of non-compliance.
- 1.17.4. The Contractor must submit supporting documentation related to the outreach activities and efforts that address the National and State Performance Measures selected in the Title V Block Grant for

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Developmental Screening annually, no later than May 15th of each year.

- 1.17.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.18. Staffing, Qualifications and Requirements

- 1.18.1. The Contractor must recruit and maintain an adequate amount of qualified staff to successfully provide the services under this Agreement.

- 1.18.2. The Contractor must obtain at least two (2) references from a potential employee or volunteer, prior to their employment or volunteer work commencing.

- 1.18.3. The Contractor must ensure all staff providing evaluations or assessments have current licensure from the state of NH and professional experience in areas associated with CSHCN.

- 1.18.4. The Contractor must ensure Developmental Pediatricians have qualifications that include, but are not limited to:

- 1.18.4.1. A current license from the State of New Hampshire, Board of Registration in Medicine.

- 1.18.4.2. Completed fellowship training in:

- 1.18.4.2.1. Child development;

- 1.18.4.2.2. Developmental disabilities;

- 1.18.4.2.3. Rehabilitative medicine; or

- 1.18.4.2.4. Other equivalent training and experience.

- 1.18.4.3. No less than five (5) years of experience working in a clinical setting with families who have children with developmental issues or birth defects.

- 1.18.4.4. Demonstrated strong interpersonal skills and ability to communicate with:

- 1.18.4.4.1. Primary care physicians.

- 1.18.4.4.2. Local early intervention and education agencies.

- 1.18.4.4.3. Licensed and certified health professionals.

- 1.18.4.4.4. Families.

- 1.18.4.5. Demonstrated ability to work with children and other health professionals within an interdisciplinary framework.

- 1.18.4.6. Ability to travel within the state on assignment.

- 1.18.4.7. Familiarity with standardized cognitive assessments and their applicability to children with specific disabilities.

- 1.18.5. The Contractor must ensure psychologists have qualifications that include, but are not limited to:

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- 1.18.5.1. A current license from the New Hampshire Board of Examiners of Psychologists as a certified psychologist pursuant to NH RSA 329-B.
- 1.18.5.2. Knowledge of the principles and practices of developmental and child psychology that are required for assessment and treatment of children, birth through five (5) years, which includes, but is not limited to:
 - 1.18.5.2.1. Skill in behavioral observation.
 - 1.18.5.2.2. Psychological testing (cognitive functioning).
 - 1.18.5.2.3. Scoring and interpretation of assessments.
 - 1.18.5.2.4. Consultation and counseling.
- 1.18.5.3. A minimum of five (5) years of experience in child psychology, three (3) of which would be serving high-risk infants, young children, and their families within a family or developmental context.
- 1.18.5.4. Ability to work with children and other health professionals within an interdisciplinary framework.
- 1.18.5.5. Ability to travel within the state on assignment.
- 1.18.5.6. Ability to work under the leadership of, and take clinical direction from, a Developmental Pediatrician.
- 1.18.6. The Contractor must ensure staff, personnel and volunteers attend meetings, training opportunities, technical assistance (TA) sessions and/or progress reviews as requested by the Department.
- 1.18.7. The Contractor must notify the Department in writing at least one (1) week prior to each new employee's start date. This notification must include the new employee's:
 - 1.18.7.1. Resume.
 - 1.18.7.2. Completed "Access to SMS/PIH – User Request Form."
- 1.18.8. The Contractor must train its employees, volunteers, agents and other staff about how to secure the State's information in accordance with Department's Information Security Requirements Exhibit, as well as how to protect any Protected Health Information they may become privy to in the course of providing services under this Agreement in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit F, Business Associate Agreement. The Contractor must ensure said individuals have a justifiable business need to access any of the above listed confidential data. The Contractor must provide attestations of compliance with these requirements upon Department request.

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- 1.18.9. The Contractor's workforce must not be permitted to handle, access, view, store or discuss the Department's Confidential Data until an attestation is received by the Department that all Contractor workforce associated with fulfilling the obligations of this Contract are, based on Department-provided criteria herein and their job responsibility requirements, eligible to participate in work associated with this Contract.
- 1.18.10. The Contractor must ensure services are provided in accordance with the National Standards for Systems of Care for Children and Youth with Special Health Care Needs Version 2.0, published by the Association of Maternal & Child Health Programs (June 2017) and as it may be periodically updated.
- 1.18.11. The Contractor must identify developmental pediatricians, specialty care providers, community-based psychologists, licensed and certified health providers, special education experts, and local coordinators, to participate as members of its Specialty Support Network, as needed to effectively provide assessment and consultation services.
- 1.18.12. The Contractor must establish and maintain program personnel policies and procedures that include, but are not limited to:
 - 1.18.12.1. Selection and dismissal of staff, volunteers and others.
 - 1.18.12.2. Delivery of services under the provider's direction.
 - 1.18.12.3. Supporting students/interns interested in working with CSHCN.
 - 1.18.12.4. Verifying staff, volunteer and student trainee/intern qualifications.
 - 1.18.12.5. Standards on how they and their work are accessible and available to the Department and BFCS.
- 1.18.13. The Contractor must ensure staff participate in training on topics including, but not limited to database use, security, and collaboration, as required by the Department.

2. Background Checks

- 2.1.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
 - 2.1.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
 - 2.1.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with

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results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

- 2.1.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

2.2. Confidential Data

- 2.2.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.
- 2.2.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

2.3. Privacy Impact Assessment

- 2.3.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 2.3.1.1. How PII is gathered and stored;
 - 2.3.1.2. Who will have access to PII;
 - 2.3.1.3. How PII will be used in the system;
 - 2.3.1.4. How individual consent will be achieved and revoked; and
 - 2.3.1.5. Privacy practices.
- 2.3.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

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2.4. Department Owned Devices, Systems and Network Usage

2.4.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:

- 2.4.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
- 2.4.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time must they access or attempt to access information without having the express authority of the Department to do so;
- 2.4.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 2.4.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 2.4.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 2.4.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 2.4.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

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- 2.4.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 2.4.1.9. Agree when utilizing the Department's email system:
 - 2.4.1.9.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".
 - 2.4.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 2.4.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 2.4.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
 - 2.4.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 2.4.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.
 - 2.4.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.
- 2.4.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or

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criminal and/or civil prosecution, if the act constitutes a violation of law.

- 2.4.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

- 2.4.2. Workspace Requirement

- 2.4.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

- 2.5. Contract End-of-Life Transition Services

- 2.5.1. General Requirements

- 2.5.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department must provide the DTP template to the Contractor.

- 2.5.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by

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Recipient in connection with the Transition Services.

- 2.5.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.
- 2.5.1.4. The internal planning of the Transition Services by the Contractor and its End Users must be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services must be deemed to be Services for purposes of this Agreement.
- 2.5.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 2.5.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.
- 2.5.2. Completion of Transition Services
 - 2.5.2.1. Each service or transition phase must be deemed completed (and the transition process finalized) at the end of fifteen (15) business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
 - 2.5.2.2. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

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2.5.3. Disagreement over Transition Services Results

- 2.5.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department must notify the Contractor, in writing, stating the reason for the lack of satisfaction within fifteen (15) business days of the final product or at any time during the data Transition process. The Parties must discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department must be entitled to initiate actions in accordance with the Agreement.

2.6. Website and Social Media

- 2.6.1. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH Department of Information Technology (DoIT) website and social media requirements and policies.
- 2.6.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Business Associate Agreement signed by the parties, and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Agreement and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.
- 2.6.3. State of New Hampshire's Website Copyright
- 2.6.3.1. All right, title and interest in the State WWW site, including copyright to all data and information, must remain with the State of New Hampshire. The State of New Hampshire must also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other data or information must, where applicable, display the State of New Hampshire's copyright.

3. Exhibits Incorporated

- 3.1. The Contractor must comply with all Exhibit D Federal Requirements, which

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are attached hereto and incorporated by reference herein.

- 3.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.
- 3.3. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit F, Business Associate Agreement, which has been executed by the parties.

4. Additional Terms

4.1. Impacts Resulting from Court Orders or Legislative Changes

- 4.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

4.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

4.2.1. The Contractor must submit:

- 4.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 4.2.1.2. A written attestation, within forty-five (45) days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last twelve (12) months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>); and
- 4.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance

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Checklist must have been completed within the last twelve (12) months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

4.3. Credits and Copyright Ownership

- 4.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."
- 4.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 4.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.
- 4.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

4.4. Operation of Facilities: Compliance with Laws and Regulations

- 4.4.1. In the operation of any facilities for providing services, the Contractor must 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 must 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 must 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 Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

4.5. Eligibility Determinations

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- 4.5.1. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

5. Records

- 5.1. The Contractor must keep records that include, but are not limited to:
 - 5.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 5.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 5.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must 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.
 - 5.1.4. Medical records on each patient/recipient of services.
- 5.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 5.3. If, upon further review, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.