



State of New Hampshire
Department of Health and Human Services

REQUEST FOR APPLICATIONS

FOR

Early Hearing Audiologist Consultant

RFA-2027-DPH-05-EHEAR

RELEASE DATE: October 6, 2026

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1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division of Public Health ("Department"), is seeking responses to this Request for Applications ("Solicitation" or "RFA") from qualified Vendors to provide expert pediatric audiology support and quality-assurance guidance for the Department's Early Hearing Detection and Intervention (EHDI) Program. Support will also extend to pediatric audiology centers and facilities that conduct newborn hearing screenings.

The Department anticipates awarding one (1) contract for the services in this Solicitation.

Qualified Vendors include current New Hampshire-licensed Audiologists with demonstrated pediatric audiology experience who have graduated from an accredited audiology program and hold one of the following designations:

- Doctor of Audiology (Au.D.)
- Master of Science in Audiology (M.S.)
- Master of Education in Audiology (M.Ed.)

1.2. Key Information

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

Contract Effective Date	Governor and Executive Council Approval	
Contract End Date	March 31, 2028	
Renewal Options	The Department may extend contracted services for up to two (2) additional years.	
Funding for the resulting contract is anticipated to be approximately:	\$24,500	
Funding Source	The Department anticipates using Federal funds for resulting contract.	
	Assistance Listing Number	93.251
	Award Name	NH Universal Newborn Screening Program
Point of Contact	Kristine Nikitas, Contract Specialist kristine.o.nikitas@dhhs.nh.gov 603-271-9029	
From the date of release of this Solicitation until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Department regarding this Solicitation is prohibited unless first approved by the Point of Contact listed above. Department employees have been directed not to hold conferences and/or discussions concerning this Solicitation with any potential contractor during the selection process, unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating		

this restriction on communications.

Interested vendors must read this entire Solicitation and submit the required documents in the specified manner. Vendors are responsible for reviewing the most updated information related to this Solicitation before submitting responses.

1.3. Procurement Timetable

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.		
Item	Action	Date
1.	Solicitation Released	10/6/2026
2.	Vendor Questions Submission Deadline	10/16/2026 12:00 PM – Noon EST
3.	Department Response to Questions Published	10/23/2026
4.	Vendor Solicitation Response Due Date	11/6/2026 12:00 PM – Noon EST

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Division of Public Health, Bureau of Family Health and Nutrition, Early Hearing Detection and Intervention (EHDI) Program

The NH DHHS Bureau of Family Health and Nutrition leads statewide efforts to improve the health and well-being of infants, children, and families, with a key focus on early identification of health conditions through comprehensive newborn screening programs.

The Bureau oversees the EHDI program and provides technical guidance and quality-assurance support for hospital-based newborn hearing screening, ensuring that all infants receive timely, standardized screening and appropriate follow-up. By coordinating referrals, supporting audiology partners, and promoting consistent best practices, the Bureau works to ensure early detection, referral, and intervention so that children with hearing differences can access services that support optimal developmental outcomes

Objective

The EHDI Program seeks services to strengthen its capacity to provide consistent quality oversight and coordinated follow-up within New Hampshire's Newborn Hearing Screening Program. Support is needed to enhance oversight of hospital screening practices, improve data management and reporting, and ensure timely referral and diagnostic follow-up for infants who do not pass initial screenings. These services will help maintain standardized practices and improve early identification and intervention outcomes statewide.

Covered Populations

All infants born in New Hampshire eligible for newborn hearing screening and associated follow-up services under RSA 132:10-a and He-P 3008.

2. STATEMENT OF WORK

2.1. Scope of Services – See *Appendix A – Scope of Services*.

2.2. Mandatory Questions

2.2.1. In response to this Solicitation, Vendor(s) must respond to the Mandatory Questions below, utilizing Appendix D Technical Responses to Mandatory Questions.

- Q1** Describe your ability to provide the entire Scope of Services in Appendix A and meet all requirements in this Solicitation.
- Q2** Describe your professional experience providing clinical audiological expertise for pediatric populations. Include:
- Examples demonstrating your ability to support statewide newborn hearing screening initiatives in alignment with EHDI 1-3-6 benchmarks.
 - Your experience delivering education or training to healthcare professionals with diverse medical backgrounds.
 - Your experience collaborating with hospitals, audiologists, and early intervention service providers, including any experience with reporting expectations.
 - How you remain current with pediatric audiology knowledge, best practices, and JCIH recommendations, and how you apply this knowledge in your work to enhance effectiveness and improve outcomes for families.
- Q3** Describe your capacity to perform the entire Scope of services outlined in this Solicitation. Provide your staffing plan with Appendix F – Program Staff List, including:
- An organizational chart including the number of full-time equivalent staff (FTE), as applicable.
 - Description of qualifications, curriculum vitae/resumes, and/or credentials for key personnel.
 - Any specialized staff training completed relevant to providing services in this Solicitation.

2.3. Finance

- 2.3.1. Payment will be made at an hourly rate of \$60 for all services described in Appendix A – Scope of Services, including required participation in meetings, training events, and conferences. The hourly rate is inclusive of all costs, including routine in-state travel and mileage, not to exceed the price limitation. Time spent on routine in-state travel may be billed at the hourly rate
- 2.3.2. As an exception to Section 2.3.1., travel and related expenses for the National EHDI Conference will be covered in Year One of the agreement only.

- 2.3.2.1. All additional associated costs for the annual National EHDI Conference, such as travel, lodging, per diem costs, transportation, and conference registration fees, must receive prior written approval from the Department prior to incurrence and will be paid on a cost reimbursement basis in accordance with the approved budget in the resulting contract. All travel-related expenses must comply with current U.S. General Services Administration (GSA) travel, lodging, and per diem rates.
- 2.3.3. The Vendor must submit a monthly invoice on a form the Department approves. The invoice should list the hours worked and any travel costs that were approved and charged to the contract amount.

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3. SOLICITATION RESPONSE EVALUATION

- 3.1. The Department will evaluate responses from Vendors based upon the criteria and standards contained in this Solicitation and by applying the points as set forth below, which will be used to determine the overall highest scoring Vendor(s). Vendors are advised that this is not a low-cost award.

TECHNICAL RESPONSE	POSSIBLE SCORE
Ability (Q1)	450 Points
Experience (Q2)	350 Points
Approach (Q3)	200 Points
Technical Response – Total Possible Score	1000 Points

MAXIMUM POSSIBLE SCORE	1000 Points
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3.2. Scoring of Technical Proposals

- 3.2.1. Vendor Technical Responses will be scored based on the following criteria:

Question 1	0-149 Points	150-299 Points	300-450 Points
	Vendor does not demonstrate ability to perform scope of services/meet solicitation requirements	Vendor somewhat demonstrates ability to perform scope of services/meet solicitation requirements.	Vendor mostly or fully demonstrates ability to perform scope of services/meet solicitation requirements.
Question 2	0-116 Points	117-233 Points	234-350 Points
	Vendor does not demonstrate experience necessary to perform scope of services/meet solicitation requirements.	Vendor somewhat demonstrates experience necessary to perform scope of services/meet solicitation requirements.	Vendor mostly or fully demonstrates experience necessary to perform scope of services/meet solicitation requirements.
Question 3	0-66 Points	67-133 Points	134-200 Points
	Vendor does not explain approach necessary to perform scope of services/meet solicitation requirements.	Vendor somewhat explains approach necessary to perform scope of services/meet solicitation requirements.	Vendor mostly or fully explains approach necessary to perform scope of services/meet solicitation requirements.

3.3. Rights of the Department in Evaluating Solicitation Responses

- 3.3.1. The Department reserves the right, at its sole discretion, to:

- 3.3.1.1. Consider information provided in the Vendor's Transmittal Letter in evaluating solicitation responses;
- 3.3.1.2. Make independent investigations in evaluating Solicitation responses;

- 3.3.1.3. Request additional information to clarify elements of a proposal;
- 3.3.1.4. Waive minor or immaterial deviations from the Solicitation and contract requirements, if determined to be in the best interest of the State;
- 3.3.1.5. Omit any planned evaluation step if, in the Department's view, the step is not needed;
- 3.3.1.6. Reject any and all Solicitation responses in whole or in part at any time; and
- 3.3.1.7. Open contract discussions with the second highest scoring vendor and so on, if the Department is unable to reach an agreement on contract terms with the highest scoring vendor(s).

4. SOLICITATION RESPONSE PROCESS

4.1. Solicitation Amendment

- 4.1.1. The Department reserves the right to amend this Solicitation by publishing any addenda, as it deems appropriate, on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/contracts-procurement-opportunities>) prior to the Submission Deadline on its own initiative or in response to issues raised through Vendor Questions submitted by the date specified in Subsection 1.3, Procurement Timetable. In the event that an addendum is published, the Department, at its sole discretion, may extend the Submission Deadline.

4.2. Questions and Answers

4.2.1. Vendors' Questions

- 4.2.1.1. All questions about this Solicitation including, but not limited to, requests for clarification, additional information or any changes to the Solicitation must be submitted to the Contract Specialist identified in Subsection 1.2., via email only using the [Solicitation Question Submission Form available here](#). Vendors must cite the specific page number, section, and document to which the question pertains. The Department assumes no liability for ensuring accurate and complete email transmissions.
- 4.2.1.2. The Department reserves the right to not accept questions submitted with incomplete information or without using the Solicitation Question Submission Form. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood or statements that are not questions will not receive a response.
- 4.2.1.3. Questions must be received by the Department using the Solicitation Question Submission Form by the Vendor Questions Submission Deadline specified in Subsection 1.3, Procurement Timetable.

4.2.2. Department Responses

- 4.2.2.1. The Department intends to issue responses to properly submitted questions by the date specified in Subsection 1.3, Procurement Timetable. This date may be subject to change at the Department's

discretion. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/contracts-procurement-opportunities>). This date may be subject to change at the Department's discretion.

4.2.3. Exceptions

- 4.2.3.1. The Department will require the successful Vendor to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix B. To the extent that a Vendor believes that exceptions to Appendix B will be necessary for the Vendor to enter into a contract, the Vendor must request those exceptions by the Vendor Questions Submission Deadline in Subsection 1.3. Vendors may not request exceptions to the Scope of Services or any other sections of this Solicitation.
- 4.2.3.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion in its response to Vendor questions.
- 4.2.3.3. Any exceptions to the standard form contract and exhibits that are not raised by a Vendor by the Vendor Questions Submission Deadline may not be considered. **In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this Solicitation.**

5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

- 5.1. Responses to this Solicitation must be submitted electronically via email to **rfx@dhhs.nh.gov** **AND** to the Contract Specialist at the email address specified in Subsection 1.2.
 - 5.1.1. The subject line must include the following information:
RFA-2027-DPH-05-EHEAR (email 01 of 02).
- 5.2. The maximum size of file attachments per email is 25 MB. Submissions with file attachments exceeding 25 MB must be sent via multiple emails.
- 5.3. The Department must receive submissions by the time and date specified in the Procurement Timetable in Section 1.3., and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 5.4. The Department will conduct an initial screening step to verify Vendor compliance with the requirements of this Solicitation. The Department may offer a limited opportunity for a Vendor to cure immaterial deviations from the Solicitation Response requirements if it is deemed to be in the best interest of the Department.
- 5.5. Late submissions not accepted will remain unopened. Disqualified submissions will be discarded. Submission of Solicitation responses shall be at the Vendor's expense.

6. SOLICITATION RESPONSE REQUIREMENTS

- 6.1. Acceptable Solicitation responses must offer all services identified in Appendix A - Statement of Work, unless an allowance for partial scope is specifically described in Section 2.

6.2. Technical Response Contents

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

6.2.1. Appendix C – Transmittal Letter and Vendor Information, including:

6.2.1.1. **Vendor Code Number** – Prior to executing any resulting contract(s), the selected Vendor(s) will be required to provide a vendor code number issued by the State of New Hampshire Department of Administrative Services upon registering as an authorized vendor with the State. Vendors are strongly encouraged to provide a vendor code number in the Appendix D if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>

6.2.2. Appendix D– Technical Responses to Mandatory Questions

6.2.3. **Resumes** – Vendors must provide resumes for key personnel primarily responsible for meeting the terms and conditions of any agreement resulting from this Solicitation. Vendors must redact all personal information from resumes.

7. ADDITIONAL TERMS AND REQUIREMENTS

7.1. Non-Collusion

Vendors must establish prices, terms, conditions, and services in their Solicitation Response without collusion with other Vendors and without effort to preclude the Department from obtaining the best possible competitive Solicitation response.

7.2. Collaborative Solicitation Responses

Solicitation responses must be submitted by one organization. Any collaborating organization must be designated as a subcontractor subject to the terms of Appendix B, P-37 General Provisions and Standard Exhibits.

7.3. Conflict of Interest

Vendors must disclose any actual or potential conflicts of interest in providing the services requested in this Solicitation in Appendix D: Transmittal Letter and Vendor Information. The selected Vendor must immediately notify the Department in writing of all actual or potential conflicts of interest during the period of the contract resulting from this Solicitation.

7.4. Validity of Solicitation Responses

Solicitation responses must be valid until the Effective Date of any resulting contract.

7.5. Debarment

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

7.6. Property of Department

Any material property submitted and received in response to this Solicitation will become the property of the Department and will not be returned to the Vendor. The Department reserves the right to use any information presented in any Solicitation response provided that its use

does not violate any copyrights or other provisions of law.

7.7. Solicitation Response Withdrawal

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

7.8. Confidentiality

Pursuant to RSA 21-G:37, the content of responses to this Solicitation must remain confidential until the Governor and Executive Council have awarded a contract. The Vendor's disclosure or distribution of the contents of its Solicitation response, other than to the Department, will be grounds for disqualification at the Department's sole discretion.

7.9. Public Disclosure

- 7.9.1. The information submitted in response to this Solicitation (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know laws, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this Solicitation will be made accessible to the public online via the New Hampshire Secretary of State website (<https://sos.nh.gov/>).
- 7.9.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this Solicitation should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the person listed as the point of contact for this Solicitation, identifying the specific page number and section of the information considered to be confidential, commercial or financial and providing the rationale for each designation. Marking or designating an entire submission as confidential shall neither be accepted nor honored by the Department. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are "confidential."
- 7.9.3. Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the Department as not conforming to the requirements of the Solicitation.
- 7.9.4. Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in responses or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.
- 7.9.5. Notwithstanding a Vendor's designations, the Department is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of

the information submitted in response to the Solicitation. If a request is made to the Department to view or receive copies of any portion of the response that is marked confidential, the Department shall first assess what information it is obligated to release. The Department will then notify the Vendor that a request has been made, indicate what, if any, information the Department has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the response. To halt the release of information by the Department, a Vendor must initiate and provide to the Department, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

7.9.6. By submitting a response to this Solicitation, Vendors acknowledge and agree that:

- 7.9.6.1. The Department may disclose any and all portions of the response or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this Solicitation;
- 7.9.6.2. The Department is not obligated to comply with a Vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and
- 7.9.6.3. The Department may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

7.10. Non-Commitment

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

7.11. Solicitation Response Cost

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

7.12. Request for Additional Information or Materials

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

7.13. Oral Presentations and Discussions

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

Department will use the information gained from oral presentations to refine the technical review scores. Any and all costs associated with an oral presentation shall be borne entirely by the Vendor.

7.14. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the Vendor's location or at any other location deemed appropriate by the Department, to determine the Vendor's capacity to satisfy the terms of this Solicitation. The Department may also require the Vendor to produce additional documents, records, or materials relevant to determining the Vendor's capacity to satisfy the terms of this Solicitation. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the Vendor.

7.15. Successful Vendor Notice and Contract Negotiations

The Department will only notify selected Vendors of selection. **The Department will not notify Vendor(s) that are not initially selected to enter into contract negotiations.**

Until the Department successfully completes negotiations with the selected Vendor(s), all submitted Solicitation responses remain eligible for selection by the Department. The Department reserves the right to open contract discussions with the second highest scoring vendor and so on, if the Department is unable to reach an agreement on contract terms with the higher scoring vendor(s).

7.16. Scope of Award and Contract Award Notice

- 7.16.1. The Department reserves the right to award a service in whole or in part. A contract award is contingent on approval by the Governor and Executive Council and continued appropriation of funding for the contract.
- 7.16.2. If a contract is awarded, the selected Vendor(s) must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

7.17. Contract Registration Requirements

Prior to submission of any agreement for Governor and Executive Council for approval, the selected Vendor(s) must be:

- 7.17.1. Registered and in good standing with the NH Department of State, per RSA 5:18-a (<https://quickstart.sos.nh.gov/online>).
- 7.17.2. Registered with the NH Department of Administrative Services and have a Vendor Code ([Vendor Resource Center | Procurement and Support Services | NH Dept. of Administrative Services](#)) in order to receive payment.
- 7.17.3. Registered and in good standing with the NH Department of Justice Charitable Trust Unit if the organization meets the definition of Charitable Organization per RSA 7:21 (<https://www.doj.nh.gov/bureaus/charitable-trusts>).

7.18. Electronic Posting of Solicitation Results and Resulting Contract

- 7.18.1. At the time of receipt of responses, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this Solicitation, the Department will post the name, rank or score of each responding Vendor. In the event that the resulting contract does not require Governor & Executive Council approval, the Agency will

disclose the rank or score at least five (5) business days before final approval of the contract.

- 7.18.2. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this Solicitation, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a response to this Solicitation, vendors acknowledge and agree that, in accordance with the above-mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this Solicitation), any contract resulting from this Solicitation that is submitted to G&C for approval will be made accessible to the public online.

7.19. Protest of Intended Award

Any challenge of an award made or otherwise related to this Solicitation shall be governed by RSA 21-G:37, and the procedures and terms of this Solicitation. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this Solicitation. In the event that any legal action is brought challenging this Solicitation and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

7.20. Contingency

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

7.21. Ethical Requirements

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

7.22. Liquidated Damages

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

8. COMPLIANCE

- 8.1. The selected Vendor(s) must comply with all applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department

currently in effect, and as they may be adopted or amended during the contract period.

- 8.2.** The selected Vendor(s) may be required to complete a contract monitoring questionnaire, to be provided by the Department, to determine risk of noncompliance and appropriate monitoring activities, including, but not limited to:

- 8.2.1. Site visits.
- 8.2.2. File reviews.
- 8.2.3. Staff training.

8.3. Audit Requirements

- 8.3.1. The selected Vendor(s) must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
- 8.3.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.
 - 8.3.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 8.3.1.3. Condition C - The Contractor is a public company and required by Securities and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.3.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 8.3.3. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 8.3.4. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.3.5. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.
- 8.3.6. In addition to, and not in limitation of, any other obligations under the resulting contract(s), the selected Vendor(s) shall be liable for any state or federal audit exceptions. The selected Vendor(s) shall return to the Department any payments made under the resulting contract(s) that are disallowed or subject to exception, within sixty (60) days following final determination of the exception, including the conclusion of any applicable appeals process.

9. APPENDICES TO THIS SOLICITATION

9.1. Appendix A – Scope of Services

9.2. Appendix B – Form P-37 General Provisions and Standard Exhibits

9.3. Appendix C – Transmittal Letter and Vendor Information

9.4. Appendix D – Technical Responses to Mandatory Questions