



State of New Hampshire
Department of Health and Human Services

REQUEST FOR APPLICATIONS

FOR

Adult Day Program Services

RFA-2024-DCYF-02-ADULT

RELEASE DATE: March 6, 2024

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Adult Day Program Services

1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services (“Department”) is seeking responses to this Request for Applications (solicitation) from qualified Vendors to provide Adult Day Program services to individuals who reside in independent living settings, in accordance with the Older Americans Act, Title III, and the Social Services Block Grant Programs, Title XX of the Social Security Act.

Qualified Vendors must be licensed in New Hampshire as an Adult Day Program pursuant to RSA 151:2 I (f) and as governed by New Hampshire Administrative Rule He-P 818, Adult Day Programs.

The Department anticipates awarding one (1) or more contract(s) for the services in this solicitation.

The Department seeks a Vendor or Vendors to ensure services are provided statewide. Each of the ten (10) counties in New Hampshire represents a single geographic area. See Appendix F Geographic Areas and Anticipated Service Units Available. An applicant may apply to provide services in one (1) or more geographic area.

Applicants may apply to provide services for the entire geographic area or for part of one or more geographic area. Applications to provide services for a partial geographic area must list the cities and towns applied for in each geographic area.

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	July 1, 2024	
Contract End Date	June 30, 2026	
Renewal Options	The Department may extend contracted services for up to five (5) additional years.	
Funding for the resulting contract(s) is anticipated to be approximately:	\$1,334,250, inclusive of all contracts awarded. See section 2.3. for additional details.	
Funding Source	The Department anticipates using Federal and General funds for resulting contract(s).	
	Assistance Listing #	93.044, 93.667
	Award Name	OAA-Title III-Supportive Services, Title XX-Social Services Block Grant
Match Requirements	N/A	
Point of Contact	Molly Oliver, Contract Specialist Molly.S.Oliver@dhhs.nh.gov 603-271-9583	

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

1.3. 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	3/6/2024
2.	Letter of Intent Submission Deadline (optional)	3/13/2024
3.	Questions Submission Deadline	3/13/2024 12:00PM – Noon
4.	Department Response to Questions Published	3/27/2024
5.	Vendor Solicitation Response Due Date	4/3/2024 12:00PM – Noon

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services

The New Hampshire Department of Health and Human Services’ (DHHS) mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

The Department is responsible for promoting the health, safety and well-being of the residents of New Hampshire. To achieve that goal, the Department provides services for individuals, children, families, and seniors in mental health, developmental disabilities, substance misuse, and public health. This is accomplished through partnerships with families, community groups, private providers, other state and local government entities, and New Hampshire citizens.

The Bureau of Elderly and Adult Services (BEAS) provides a variety of social and long term supports to adults age 60 and older and to adults between the ages of 18 and 60 who have a chronic illness or disability. Services and supports can be accessed through contracted vendors, ServiceLink Resource Centers, and New

Hampshire DHHS/BEAS District Offices. Services and supports are intended to assist people to live as independently as possible.

1.4.2. Objective

The Department intends to provide coordinated Adult Day Health programs to deliver professional and compassionate services for individuals (as described in section 1.4.3.) in a community setting. Services are designed to provide social and health services to adults who need supervised care in a safe place outside the home during the day.

These programs afford caregivers respite and support from the demanding responsibilities of caregiving. Adult day health programs generally operate during normal business hours five (5) days a week. Most adult day centers offer social activities, transportation, meals and snacks, personal care, and therapeutic activities.

All services and supports in this RFA aim to assist eligible individuals to live as independently as possible, safely and with dignity.

1.4.3. Covered Populations

Individuals who reside in independent living settings and who meet the eligibility criteria as follows:

For services provided under Title III of the Older Americans Act of 1965, as amended through P.L. 114-144, enacted on April 19, 2016: Individuals who are age 60 and older and with the most economic or social need. Please see: NH Administrative Rule He-E 502, Older Americans Act Services http://www.gencourt.state.nh.us/rules/state_agencies/he-e500.html.

For services provided under Title XX of the Social Security Act: Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability and a monthly income that does not exceed the current eligibility requirement for receiving services. Please see:

NH Administrative Rule He-E 501, Social Services Block Grant (Title XX), http://www.gencourt.state.nh.us/rules/state_agencies/he-e.html

2. STATEMENT OF WORK

2.1. Scope of Services

- 2.1.1. The selected Vendor(s) must provide Adult Day Program services for eligible individuals as described in section 1.4.3. who are not already receiving the same or similar services through one of the Department's Medicaid Waiver Programs; who are not eligible for other New Hampshire Medicaid services; or who are not receiving the same or similar services through the Veterans' Administration.
- 2.1.2. The selected Vendor(s) must be licensed and maintain licensure as an Adult Day Program in accordance with RSA 151:2 I (f) and as governed by NH Administrative Rule He-P 818, Adult Day Programs.
- 2.1.3. The selected Vendor(s) must provide services and administration of the program in accordance with all applicable federal and state laws and

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- regulations, NH Administrative Rules He-E 501, He-E 502, and He-P 818, and policies adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 2.1.4. The selected Vendor(s) must provide Adult Day Program services at specified locations, days, and hours approved by the Department.
 - 2.1.5. The selected Vendor(s) must provide services in a supervised setting for fewer than twelve (12) hours a day to individuals 18 years of age and older, based on an individual's needs, which may include, but are not limited to:
 - 2.1.5.1. Assistance with activities of daily living.
 - 2.1.5.2. Nursing care and rehabilitation services.
 - 2.1.5.3. Recreational, social, cognitive and physical stimulation activities.
 - 2.1.5.4. Monitoring of the individual's condition.
 - 2.1.5.5. Counseling, as appropriate, on nutrition, hygiene or other related matters.
 - 2.1.5.6. Referrals to other services and resources as necessary.
 - 2.1.5.7. Assistance and support to caregiving families.
 - 2.1.6. The selected Vendor(s) must provide services to individuals who apply or are referred by:
 - 2.1.6.1. The Department's Adult Protection Program;
 - 2.1.6.2. Direct application to the selected Vendor for services; or
 - 2.1.6.3. NH ServiceLink Resource Centers and other community agencies.
 - 2.1.7. The selected Vendor(s) must conduct an expedited intake for individuals referred by the Adult Protection Program in accordance with NH Administrative Rules He-E 501 and 502, which must include, but is not limited to:
 - 2.1.7.1. Waiving application, determination and redetermination requirements, as allowed in He-E 501.27.
 - 2.1.7.2. Utilizing information provided by Adult Protective Program staff to provide appropriate services.
 - 2.1.7.3. Reporting suspected abuse, neglect, self-neglect and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law (<http://www.gencourt.state.nh.us/rsa/html/XII/161-F/161-F-46.htm>).
 - 2.1.7.4. Making a good-faith effort to ensure the provision of services.
 - 2.1.7.5. Informing the referring Adult Protective Program staff of any changes to the referred individual's situation, or other concerns.
 - 2.1.8. The selected Vendor(s) must determine eligibility for services, and complete an intake and an application for services for individuals who apply directly to the selected Vendor, in accordance with NH Administrative Rules He-E 501 and He-E 502.

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- 2.1.9. The selected Vendor must provide written notice of eligibility to each individual who applies to the selected Vendor for services no later than forty-five (45) days from the date eligibility was determined, which must include, but is not limited to:
 - 2.1.9.1. Services to be provided including frequency; and
 - 2.1.9.2. Beginning and end dates for the period of eligibility; or
 - 2.1.9.3. If the individual is determined to not be eligible for services, the notice shall include:
 - 2.1.9.3.1. The reason(s) for the denial;
 - 2.1.9.3.2. A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision; and
 - 2.1.9.3.3. Contact information for requesting an administrative hearing, as described in NH Administrative Rule He-E 501.11.
- 2.1.10. The selected Vendor(s) must use the Department's Form 3000 application when determining eligibility pursuant to NH Administrative Rule He-E 501.
- 2.1.11. The selected Vendor(s) must submit its policies and procedures for client eligibility determination and redetermination to the Department for review and approval, within 30 days of the start of each State Fiscal Year of the resulting contract.
- 2.1.12. The selected Vendor(s) must terminate services when:
 - 2.1.12.1. The individual or his or her authorized representative requests that the services be terminated.
 - 2.1.12.2. The individual no longer meets the eligibility requirements for services.
 - 2.1.12.3. The individual did not reapply for services as required by program rules.
 - 2.1.12.4. The individual has been admitted to a nursing home or residential care facility.
- 2.1.13. The selected Vendor(s) must submit a completed Form 3502 "Contract Service Authorization-New Authorization," in accordance with NH Administrative Rule He-E 501.15, for each client who has been determined eligible to receive services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

NH Department of Health and Human Services
Division of Long Term Support and Services
BEAS Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

- 2.1.14. The selected Vendor(s) must assess the individual's needs and develop written service plans, maintain written progress notes, and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rules He-E 501 and He-E 502.
- 2.1.15. The selected Vendor(s) must incorporate the following Guiding Principles for Person-Centered Planning Philosophy into its functions, policies, and staff-client interactions when providing services:
 - 2.1.15.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
 - 2.1.15.2. Individual's wishes, values, and beliefs are considered and respected.
 - 2.1.15.3. Individual is listened to; needs and concerns are addressed.
 - 2.1.15.4. Individual receives the information needed to make informed decisions.
 - 2.1.15.5. Planning is responsive to the individual and preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
 - 2.1.15.6. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
 - 2.1.15.7. Individual rights are affirmed and protected.
 - 2.1.15.8. Individuals are protected from exploitation, abuse, and neglect.
 - 2.1.15.9. The service system is accessible, responsive, and accountable to the individual.
 - 2.1.15.10. The system is committed to excellence and quality improvement.
- 2.1.16. The selected Vendor(s) must maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients identified in the resulting contract.
- 2.1.17. The selected Vendor(s) must develop a staffing contingency plan and submit its written Staffing Contingency Plan to the Department within thirty days of the contract effective date. The plan must include but not be limited to:
 - 2.1.17.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the contract period.
 - 2.1.17.2. A description of how additional staff resources will be allocated to support contract services in the event of inability to meet any performance standard.
 - 2.1.17.3. A description of time frames necessary for obtaining staff replacements.
 - 2.1.17.4. An explanation of the selected Vendor's plan to provide, in a timely manner, staff replacements and additions with comparable experience and training.

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- 2.1.17.5. A description of the method for training new staff members performing contract services.
- 2.1.18. The selected Vendor(s) must verify each staff member and each volunteer receives appropriate orientation and training, and has the required education, and experience to fulfill the responsibilities of their respective position, and shall maintain all relevant documents, including, but not limited to:
 - 2.1.18.1. Up-to-date personnel records.
 - 2.1.18.2. Training records.
 - 2.1.18.3. Licenses.
 - 2.1.18.4. Certifications.
- 2.1.19. The selected Vendor(s) must maintain a system for tracking, resolving, and reporting client complaints about services, processes, procedures, and staff, deliver to the Department, at the Department's request, a written record of any and all complaints, which must include, but is not limited to:
 - 2.1.19.1. Individual's name, unless the complaint was submitted anonymously.
 - 2.1.19.2. Type of service.
 - 2.1.19.3. Date of complaint.
 - 2.1.19.4. A description of the complaint.
 - 2.1.19.5. Resolution of complaint.
- 2.1.20. Prior to permitting any individual to provide services under this Agreement, the selected Vendor must ensure that said individual has undergone:
 - 2.1.20.1. A criminal background check, at the selected Vendor's expense, in compliance with the requirements of NH Administrative Rule He-P 818, Adult Day Programs and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement; and
 - 2.1.20.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;
- 2.1.21. The selected Vendor(s) must not commence delivery of services prior to the receipt by the Department of documentation required in Subsections in 2.1.13. and 2.1.20., above.
- 2.1.22. The selected Vendor(s) must develop a survey, to be approved by the Department, and conduct a survey of individuals receiving services, via telephone, mail, e-mail, or face-to-face.
- 2.1.23. The selected Vendor(s) must maintain a wait list in accordance with NH Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.
- 2.1.24. The selected Vendor(s) must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

2.1.25. Reporting

- 2.1.25.1. The selected Vendor(s) must submit quarterly reports, which include, but are not limited to:
 - 2.1.25.1.1. Total expenses.
 - 2.1.25.1.2. Revenue.
 - 2.1.25.1.3. Actual Service Units served, sorted by funding source.
 - 2.1.25.1.4. Number of unduplicated clients served, sorted by funding source.
 - 2.1.25.1.5. Number of clients served under Title III and number of clients served under Title XX with funds not provided by the Department.
 - 2.1.25.1.6. Unmet need/waiting list.
 - 2.1.25.1.7. Length of time clients are on a waiting list.
 - 2.1.25.1.8. A narrative description of activities during the previous quarter, which must include, but is not limited to:
 - 2.1.25.1.8.1. Quality improvement activities initiated in response to any complaint received.
 - 2.1.25.1.8.2. An explanation for each instance in which an individual did not receive planned services.
- 2.1.25.2. The selected Vendor(s) must report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F:46 of the Adult Protection law.
- 2.1.25.3. The selected Vendor(s) must provide key data in a format and at a frequency specified by the Department for the following performance measures:
 - 2.1.25.3.1. Eligibility
 - 2.1.25.3.1.1. The number of applications and service requests received.
 - 2.1.25.3.1.2. The number and percent of applicants found eligible for each service.
 - 2.1.25.3.1.3. The number and percent of applicants found ineligible for each service.
 - 2.1.25.3.1.4. The number and percent of individual plans of care in which the plan contains evidence of person-centered planning.
 - 2.1.25.3.1.5. The number and percent of individuals who have experienced a safety-related

incident or accident, which occurs during times of face-to-face contact.

2.1.25.3.1.6. The number and percent of individuals for whom a report to Adult Protective Services was made.

2.1.25.3.2. Service Delivery

2.1.25.3.2.1. The number of open cases at the end of each reporting period.

2.1.25.3.2.2. The number and percentage of days that individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

2.1.25.3.2.3. The number and percent of individuals completing the survey described in Section 2.1.22. above.

2.1.25.4. The selected Vendor(s) may be required to provide other data and metrics to the Department in a format specified by the Department.

2.2. Mandatory Questions

2.2.1. In response to this solicitation, Vendor(s) must respond to the Mandatory Questions below in Appendix C, Technical Responses to Questions.

Q1 – Describe your experience providing Adult Day Program services and working with the covered population described in Section 1.4.3 of this RFA.

Q2 – Describe your capacity to perform the entire scope of work outlined in this RFA. Please identify operating location(s) and hours. Please include your proposed staffing plan, including your organizational chart, resumes for key staff who will be responsible for managing the programmatic, administrative and financial requirements, and any specialized staff training completed.

Q3 – Describe your networking experience, including community resources and collaborations that you will utilize when providing Adult Day Program services.

Q4 – Provide a sample service/care plan that describes the Adult Day Program services that will be delivered for a typical client. Include a description for each service that will be provided.

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2.3. Finance

2.3.1. Total funding is anticipated to be available for the resulting contract(s) as follows:

State Fiscal Year	Funding Amount
2025	\$667,125
2026	\$667,125
TOTAL	\$ 1,334,250

2.3.2. Funds are anticipated to be available in the State Fiscal Years identified above with the ability to adjust encumbrances between state fiscal years, if needed and justified.

2.3.3. Selected Vendor(s) will be paid by the Department at a daily rate of \$85, per service unit. The service unit equals one (1) day per individual served, not to exceed the price limitation, for services provided as described in the Scope of Services.

2.3.4. Applicants are required to complete Appendix E – Application for Service Units. A separate Appendix E must be completed for each geographic area for which the Applicant is applying. Please see Appendix F for anticipated service units available for each geographic region.

2.3.5. Funding will be awarded to successful Applicants based on a percentage of total number of service units applied for by all Applicants, up to a maximum of the total number of service units applied for by each Applicant and the total number of service units available per geographic region based on the following formula:

Total service units applied for by Applicant per Geographic Region

Divided by

Total service units applied for by all Applicants per Geographic Region

Multiplied by **Total Service Units Available per Geographic Region**

(See Appendix F)

2.3.6. A critical component of the Department’s statewide delivery system is to ensure the ability to direct resources to where they are most needed in the most efficient and effective way possible. The Department reserves the right to modify the number of service units to be awarded, including reallocating service units among regions.

2.3.7. The selected Vendor(s) must submit monthly invoices electronically to the Department. The selected Vendor must ensure invoices are completed, dated and submitted to the Department to initiate payment.

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 set forth below. Vendors are advised that this is not a low cost award.

TECHNICAL RESPONSE	POSSIBLE SCORE
Experience (Q1)	200 Points
Capacity (Q2)	250 Points
Networking and Collaboration (Q3)	100 Points
Care Plan (Q4)	100 Points
Technical Response – Total Possible Score	650 Points

3.2. Scoring of Applications

3.2.1. The Department will establish an evaluation team to score qualifying applications. Vendors must achieve a minimum score of 350 points to be considered for a contract award.

4. SOLICITATION RESPONSE PROCESS

4.1. Letter of Intent

4.1.1. A Letter of Intent to submit a Response to this solicitation is optional.

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

4.1.3. The Letter of Intent must be transmitted by email to the Contract Specialist identified in Subsection 1.2 and include the name, telephone number, mailing address and email address of the Vendor’s designated contact. **Notwithstanding the Letter of Intent, Vendors remain responsible for reviewing the most updated information related to this solicitation before submitting a response.**

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 made in writing, by email only, citing the Solicitation page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 1.2.

- 4.2.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 4.2.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 4.2.1.4. Questions must be received by the Department by the deadline given 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 deadline specified in Subsection 1.3., Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at (<https://www.dhhs.nh.gov/doing-business-dhhs/contracts-procurement-opportunities>). This date may be subject to change at the Department's discretion.

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 A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the Question Period in Subsection 1.3. Vendors may not request exceptions to the Scope of Services or any other sections of this Solicitation.
- 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 during the Question Period may not be considered. **In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this Solicitation.**

4.3. Solicitation Amendment

- 4.3.1. The Department reserves the right to amend this Solicitation by publishing any addenda, as it deems appropriate, prior to the Submission Deadline on its own initiative or in response to issues raised through Vendor questions. In the event that an addendum is published, the Department, at its sole discretion, may extend the Submission Deadline.

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:

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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 waive or offer a limited opportunity for a Vendor to cure immaterial deviations from the Solicitation requirements if it is deemed to be in the best interest of the Department.

5.5. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of solicitation responses shall be at the Vendor's expense.

6. SOLICITATION RESPONSE REQUIREMENTS

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

6.2. Technical Response Contents

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

6.2.1. **Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements**

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

6.2.2.1. **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 encourage to provide a vendor code number in the Appendix B if available. More information can be found at:

<https://das.nh.gov/purchasing/vendorresources.aspx>

6.2.3. **Appendix D – Vendor Technical Response to Mandatory Questions**

6.2.4. **Appendix E – Application for Service Units**

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

6.2.6. **License – Copy of license to operate as an Adult Day Program in NH**

7. ADDITIONAL TERMS AND REQUIREMENTS

7.1. Non-Collusion

The Vendor's required signature on the Appendix C – Transmittal Letter and Vendor Information submitted in response to this Solicitation guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Vendors and without effort to preclude the Department from obtaining the best possible competitive solicitation response.

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 A, P-37 General Provisions and Standard Exhibits.

7.3. Validity of Solicitation Responses

Solicitation responses must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 1.3., or until the Effective Date of any resulting contract, whichever is later.

7.4. 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.

7.5. 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.

7.6. Solicitation Response Withdrawal

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

7.7. Confidentiality

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

7.8. Public Disclosure

- 7.8.1. 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/>).

- 7.8.2. 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."
- 7.8.3. 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.
- 7.8.4. 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.
- 7.8.5. 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.
- 7.8.6. By submitting a response to this solicitation, Vendors acknowledge and agree that:
 - 7.8.6.1. 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;

- 7.8.6.2. 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
- 7.8.6.3. 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.

7.9. Electronic Posting of Solicitation Results and Resulting Contract

- 7.9.1. 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.
- 7.9.2. 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.

7.10. 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. Liability

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

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. Successful Vendor Notice and Contract Negotiations

If a Vendor is selected, the Department will send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Vendor(s), all submitted solicitation responses remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Vendor(s), the evaluation team may recommend another Vendor. The Department will not contact Vendor(s) that are not initially selected to enter into contract negotiations.

7.15. Scope of Award and Contract Award Notice

7.15.1. The Department reserves the right to award a service, part of a service, group of services, or total solicitation response and to reject any and all solicitation responses in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.

7.15.2. 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.

7.16. 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.

7.17. 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.

7.18. Contingency

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

7.19. 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.

7.20. 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 be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

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. Records

8.3.1. The selected Vendor(s) must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:

8.3.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the selected Vendor(s) in the performance of the resulting contract(s), and all income received or collected by the selected Vendor(s).

8.3.1.2. 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.

8.3.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which shall include all records of application and eligibility

(including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3.1.4. Medical records on each patient/recipient of services.

8.3.2. During the term of the resulting contract(s) and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting contract(s) for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Vendor(s) as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor(s).

8.4. Credits and Copyright Ownership

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

8.4.2. All written, video and audio materials produced or purchased under the contract must have prior approval from the Department before printing, production, distribution or use.

8.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:

8.4.3.1. Brochures.

8.4.3.2. Resource directories.

8.4.3.3. Protocols.

8.4.3.4. Guidelines.

8.4.3.5. Posters.

8.4.3.6. Reports.

8.4.4. The selected Vendor(s) must not reproduce any materials produced under the contract without prior written approval from the Department.

8.5. Culturally and Linguistically Appropriate Services

8.5.1. Vendors are required 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.

8.5.2. Vendors are required to complete Appendix B, Culturally and Linguistically Appropriate Services (CLAS) Requirements as part of their solicitation

response. This is in accordance with Federal civil rights laws and intended to help inform Vendors' program design, which in turn, will allow Vendors to put forth the best possible solicitation response.

8.5.3. If awarded a contract, the selected Vendor(s) will be:

8.5.3.1. 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 ten (10) days of the date the contract is approved by Governor and Council; and

8.5.3.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, as made available by the Department.

8.6. Operation of Facilities: Compliance with Laws and Regulations

8.6.1. 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.

8.7. Confidential Data

8.7.1. The selected Vendor(s) must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit.

8.7.2. The selected Vendor(s) must ensure any individuals involved in delivering services through the resulting contract(s) sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The selected Vendor(s) must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor(s) must provide attestations upon Department request.

8.7.3. Upon request, the selected Vendor 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 selected Vendor if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the selected Vendor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 8.7.3.1. How PII is gathered and stored;
 - 8.7.3.2. Who will have access to PII;
 - 8.7.3.3. How PII will be used in the system;
 - 8.7.3.4. How individual consent will be achieved and revoked; and
 - 8.7.3.5. Privacy practices.
- 8.7.4. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

8.8. Department Owned Systems and Network Usage

- 8.8.1. Selected Vendor(s) End Users authorized by the Department's Information Security Office to access the Department's network in the fulfillment of this Agreement must:
- 8.8.1.1. 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;
 - 8.8.1.2. 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 shall they access or attempt to access information without having the express authority of the Department to do so;
 - 8.8.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 8.8.1.4. 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;
 - 8.8.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 8.8.1.6. Selected Vendor must agree, 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 resulting Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
 - 8.8.1.7. The selected Vendor must 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 selected Vendor agrees to

notify the Department's Information Security Office or designee immediately.

8.9. Contract End-of-Life Transition Services

8.9.1. General Requirements

- 8.9.1.1. If applicable, upon termination or expiration of the Contract the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the selected Vendor to the Department and, if applicable, the selected Vendor engaged by the Department to assume the Services previously performed by the selected Vendor for this section the new selected Vendor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the selected Vendor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- 8.9.1.2. The selected Vendor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the selected Vendor 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 the selected Vendor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 8.9.1.3. The internal planning of the Transition Services by the selected Vendor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of the Contract.
- 8.9.1.4. Should the data Transition extend beyond the end of the Contract, the selected Vendor agrees that the Contract 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.
- 8.9.1.5. In the event where the selected Vendor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and selected Vendor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction,

refer to the terms and conditions of the Department's Information Security Requirements Exhibit.

8.9.2. Completion of Transition Services

8.9.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the selected Vendor notifies the Department of an issue requiring additional time to complete said product.

8.9.2.2. Once all parties agree the data has been migrated the selected Vendor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

8.9.3. Disagreement over Transition Services Results

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

8.10. Website and Social Media

8.10.1. The selected Vendor(s) 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 DoIT website and social media requirements and policies.

8.10.2. The selected Vendor(s) agree 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 resulting 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 Department's Business Associate Agreement and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

8.10.3. State of New Hampshire's Website Copyright

8.10.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire.

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

8.11. Audit Requirements

- 8.11.1. The selected Vendor(s) must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.11.1.1. Condition A - The selected Vendor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.11.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.
 - 8.11.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.11.2. If Condition A exists, the selected Vendor(s) shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Vendor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 8.11.3. If Condition B or Condition C exists, the selected Vendor(s) shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.
- 8.11.4. Any selected Vendor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Vendor is high-risk.
- 8.11.5. In addition to, and not in any way in limitation of obligations of the resulting Contract(s), it is understood and agreed by the selected Vendor(s) that the selected Vendor(s) shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract(s) to which exception has been taken, or which have been disallowed because of such an exception.

9. APPENDICES TO THIS SOLICITATION

- 9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 9.2. Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 9.3. Appendix C – Transmittal Letter and Vendor Information**
- 9.4. Appendix D – Technical Response to Questions**

9.5. Appendix E – Application for Service Units

9.6. Appendix F – Geographic Areas and Anticipated Service Units Available