



State of New Hampshire  
Department of Health and Human Services

**REQUEST FOR GRANT APPLICATION**

FOR

Settings Compliance Grants for HCBS Providers

RGA-2023-DLTSS-02-SETTI

RELEASE DATE: April 21, 2023

**New Hampshire Department of Health and Human Services  
Settings Compliance Grants for HCBS Providers**

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## **1. PURPOSE AND OVERVIEW**

### **1.1. Introduction**

The New Hampshire Department of Health and Human Services, Division of Long Term Care Supports and Services (“Department”) is accepting Applications to this Request for Grant Applications (“RGA” or “solicitation”) from Medicaid home and community-based services (HCBS) providers seeking support for costs associated with becoming compliant with the Centers for Medicare and Medicaid Services (CMS) home and community-based settings final rule, in accordance with Medicaid Law, Sections 1915(c), 1915(i) and 1915(k), which requires HCBS settings to:

- Be integrated in and support full access to the greater community;
- Be selected by the individual from among setting options;
- Ensure individual rights of privacy, dignity and respect, and freedom from coercion and restraint;
- Optimize autonomy and independence in making life choices; and
- Facilitate choice regarding services and who provides them.

**Qualified Applicants** must provide Medicaid home and community based services (HCBS) under any or all of the 1915(c) waivers.

The CMS final rule excludes certain institutional settings as permissible settings for the provision of Medicaid home and community-based services. The following providers are not eligible for a grant award under this RGA:

- Nursing facilities;
- Institutions for mental disease;
- Intermediate care facilities for individuals with intellectual disabilities; and
- Hospitals.
- Publicly or privately-owned facilities that provide inpatient treatment;
- Facilities on the grounds of, or immediately adjacent to, a public institution; or
- Settings that have the effect of isolating individuals receiving Medicaid-funded HCBS from the broader community of individuals not receiving Medicaid-funded HCBS.

Expenses funded under this RGA must be incurred between the date of Governor and Council approval of Grant Agreement(s) and March 31, 2024.

The Department anticipates awarding multiple Grant Agreements for qualifying projects or activities that meet the objectives in this solicitation.

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**1.2. Key Information**

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

<b>Grant Agreement Effective Date</b>	<b>Upon Governor and Council Approval</b>	
<b>Grant Agreement End Date</b>	<b>March 31, 2024</b>	
<b>Renewal Option</b>	<b>N/A</b>	
<b>Funding for the resulting agreement(s) is anticipated to be approximately:</b>	<b>\$2,000,000 inclusive of all Grant Agreements</b>	
<b>Funding Source</b>	The Department anticipates using Federal funds for resulting Grant Agreement(s).	
	Assistance Listing Number	N/A
	Award Name	CMS ARPA Funding
<b>Match Requirements</b>	<b>N/A</b>	
<b>Point of Contact</b>	Marsha M. Lamarre, Contracts Quality Review Specialist <a href="mailto:Marsha.M.Lamarre@dhhs.nh.gov">Marsha.M.Lamarre@dhhs.nh.gov</a> 603-271-9780	
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 grantee 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	4/21/2023
2.	Letter of Intent Submission Deadline (optional)	5/2/2023
3.	Questions Submission Deadline	5/3/2023 <b>12:00 PM</b>
4.	Department Response to Questions Published	5/12/2023
5.	Vendor Solicitation Response Due Date	5/24/2023 <b>12:00 PM</b>

## **1.4. Background**

### **1.4.1. New Hampshire Department of Health and Human Services, Division of Long Term Care Supports and Services**

The Department is responsible for promoting the health, safety and well-being of the citizens of New Hampshire. To achieve that goal, the Department provides services for children, families, individuals and seniors in areas such as public assistance, housing supports, mental health, developmental disabilities, brain injury, substance abuse and public health services. The Department does this work with the assistance of New Hampshire citizens and through partnerships with families, community groups and providers as well as other state and local entities.

### **1.4.2. Objective**

Over the past five (5) years, the Centers for Medicare and Medicaid Services (CMS) has been engaged in ongoing discussions with stakeholders, states and federal partners about the qualities of community-based settings that distinguish them from institutional settings. CMS issued an Advanced Notice of Proposed Rule Making (ANPRM) and various proposed rules relating to home and community-based services authorized by different sections of the Medicaid law, including 1915(c) HCBS waivers, 1915(i) State Plan HCBS, and 1915(k) Community First Choice State Plans.

In this final rule, CMS is moving away from defining home and community-based settings by “what they are not,” and toward defining them by the nature and quality of individuals’ experiences. The home and community-based setting provisions in the final rule establish a more outcome-oriented definition of home and community-based settings, rather than one based solely on a setting’s location, geography, or physical characteristics. The changes related to clarification of home and community-based settings will maximize the opportunities for participants in HCBS programs to have access to the benefits of community living and to receive services in the most integrated setting and will effectuate the law’s intention for Medicaid HCBS to provide alternatives to services provided in institutions.

By issuing this solicitation, the Department seeks to support HCBS providers in conducting projects or activities to improve compliance with this final rule. Examples include projects that may be non-Medicaid eligible, including but not limited to, installation of lockable doors, wheelchair ramps, or purchase of vehicles to enable community access.

## **1.5. Grant Agreement Requirements**

1.5.1. Qualified Applicants may request funding under this RGA for the purpose of conducting and completing projects, activities, or purchases, to comply with the CMS Medicaid home and community-based providers’ settings final rule (“final rule”) in all settings where HCBS are delivered including, but not limited to, residential settings. Final rule settings compliance requirements include:

- 1.5.1.1. Setting is integrated in and supports full access to the greater community;
- 1.5.1.2. Setting is selected by the individual from among setting options;
- 1.5.1.3. Setting ensures individual rights of privacy, dignity and respect, and freedom from coercion and restraint;
- 1.5.1.4. Setting optimizes autonomy and independence in making life choices; and
- 1.5.1.5. Setting facilitates choice regarding services and who provides them.

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- 1.5.2. The CMS final rule includes additional settings compliance requirements for provider-owned or controlled home and community-based residential settings, which includes:
  - 1.5.2.1. Individual has a lease or other legally enforceable agreement providing similar protections;
  - 1.5.2.2. Individual has privacy in their unit including lockable doors, choice of roommates, and freedom to furnish or decorate the unit;
  - 1.5.2.3. Individual controls his/her own schedule including access to food at any time;
  - 1.5.2.4. Individual can have visitors at any time; and
  - 1.5.2.5. Setting is physically accessible.
- 1.5.3. Any modification to these additional requirements for provider-owned home and community-based residential settings must be supported by a specific assessed need and justified in the HCBS person-centered service plan.

#### 1.6. Confidential Data

- 1.6.1. The selected Applicant(s) must meet all applicable information security and privacy requirements as set by the Department and in accordance with Appendix B, Standard Exhibits, Exhibit K: DHHS Information Security Requirements.

## 2. Applicant Information

### 2.1. Compensation

- 2.1.1. The total anticipated available funding for all grants awarded through this RGA is \$2,000,000.
- 2.1.2. Applicants must request a funding amount for the proposed project(s) related to HCBS Settings compliance by providing a budget with budget narrative, for the Award period, utilizing Appendix E – Budget Sheet.
- 2.1.3. Expenses funded under this RGA must be incurred between the date of Governor and Council approval of the Grant Agreement through March 31, 2024.
- 2.1.4. Upon G&C approval of the Grant Agreement, the Department will make a one (1) time payment to selected Applicants upon receipt of invoice and supporting documentation, containing de-identifiable information only, verifying the allowable expenses in accordance with Department-approved budget.

### 2.2. Certification and Award Process

- 2.2.1. Upon determining an Applicant is a qualified provider as specified in Subsection 1.1, the Department will review applications to assign an overall “**Pass/Fail**” rating based on the following criteria:
  - 2.2.1.1. The Application is complete;
  - 2.2.1.2. The Applicant’s proposed project or activities, and budget support one (1) or more of the settings compliance requirements as specified in Subsection 1.5;
  - 2.2.1.3. The Applicant meets all other requirements as specified in this RGA.

### 2.3. Award Methodology

- 2.3.1. The available funding will be divided by the total number of selected Applicants that receive a “Pass” rating, in accordance with Subsection 2.2 Certification and Award Process, to determine the initial maximum threshold allotment to be awarded to each selected Applicant. However, if any selected Applicant requests an amount of funding that is less than the threshold allotment, those selected Applicants will be awarded only the amount requested in their Application. The remaining funds will then be divided by the number of selected Applicants that requested an amount higher than the initial threshold allotment. Any remaining funding will be awarded using the same methodology until all funds are awarded. Selected Applicants will be notified of the award amount.
- 2.3.2. All resulting Grant Agreements awarded by the Department as a result of this RGA are subject to approval by the Governor and Executive Council.

### 2.4. Application Email

- 2.4.1. Applications must be submitted electronically to [contracts@dhhs.nh.gov](mailto:contracts@dhhs.nh.gov) and the Contract Specialist at the email address specified in Subsection 1.2.
- 2.4.2. The email subject line must include the following information: **RGA-2023-DLTSS-02-SETTI**.
- 2.4.3. The maximum size of file attachments per email is 25MB. Attachments that exceed the limit must be submitted via multiple emails with the subject line indicating the number of emails **X of XX**.
- 2.4.4. 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/disqualified, unless waived by the Department as a non-material deviation.
- 2.4.5. 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 Vendor to cure immaterial deviations from the Solicitation requirements if it is deemed to be in the best interest of the Department.
- 2.4.6. 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.

### 2.5. Application Content

- 2.5.1. **Grant Application Narrative**, not to exceed ten (10) pages, which must include:
  - 2.5.1.1. Project Plan, which must include:
    - 2.5.1.1.1. Detailed process(es) or plan(s) to conduct and complete the proposed project(s), activity(ies), or purchase(s), to meet one (1) or more of the HCBS settings compliance requirements as specified in Subsection 1.5.
    - 2.5.1.1.2. Timeline for the proposed project(s), activities, or purchases – not to extend beyond March 31, 2024;
    - 2.5.1.1.3. Geographic area(s) impacted;
    - 2.5.1.1.4. Estimated number of clients impacted;

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2.5.1.2. Description of your organization’s current work capacity to complete the proposed project or activities, including sufficient equipment and human resources necessary to perform the work for the proposed project or activities.

2.5.2. Completed Appendix D – Transmittal Letter and Applicant Information.

2.5.3. Completed Appendix E – Grant Budget Sheet, including Budget Narrative.

**2.6. Applicant’s Questions and Answers**

2.6.1. All questions about this RGA, including but not limited to requests for clarification, additional information or any changes to the RGA must be made in writing citing the RGA page number and section, subsection, etc., and submitted by email to the Contract Specialist identified in Paragraph 1.2.

2.6.2. The Department may consolidate and/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.

2.6.3. Questions must be received by the deadline provided in Subsection 1.3. Procurement Timetable.

2.6.4. Department response to questions received will be published on the Department’s website on or about the date indicated in Subsection 1.3. Procurement Timetable.

**2.7. Validity of Application**

Applications are valid for one hundred eighty (180) days following the deadline for submission in the Procurement Timetable in Subsection 1.3, or until the Effective Date of any resulting Grant Agreement, whichever is later.

**3. Notices**

**3.1. Exceptions**

3.1.1. To the extent that an Applicant believes that exceptions to the standard form Grant Agreement, General Provisions, which is attached as Appendix A, will be necessary for the Applicant to enter into an Agreement, the Applicant must note those issues during the RGA Questions period as identified in Subsection 1.3 Procurement Timetable. The Department will review requested exceptions to the Grant Agreement, General Provisions (Appendix A) and Standard Exhibits (Appendix B) and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion Any exceptions to the standard form Grant Agreement, General Provisions, and standard exhibits that are not raised by an Applicant during the RGA Questions period may not be considered. In no event is an Applicant to submit its own standard grant terms and conditions as a replacement for the Department’s terms in response to this solicitation.

**3.2. RGA Amendment**

3.2.1. The Department reserves the right to amend this RGA, as it deems appropriate, prior to the Application submission deadline on its own initiative or in response to issues raised through Applicant questions. In the event of an amendment to the



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RGA, the Department, at its sole discretion, may extend the Application submission deadline. The amended language will be posted on the Department's website.

#### **3.3. Compliance**

- 3.3.1. Applicants 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 grant agreement period. Applicants must comply with all Standard Exhibits D-K, which are attached hereto as Appendix B.

#### **3.4. Public Disclosure**

- 3.4.1. Pursuant to RSA 21-G:37, all responses to this RGA shall be considered private until the award of a grant agreement. The content of an Applicant's Application must remain confidential until the Governor and Executive Council have approved any Grant Agreement(s) as a result of this RGA. An Applicant's disclosure or distribution of the contents of its Application, other than to the State, will be grounds for disqualification at the State's sole discretion.
- 3.4.2. The content of each Application and addenda thereto will become public information once the Governor and Executive Council have approved a grant agreement. Any information submitted as part of an Application in response to this RGA may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any grant agreement entered into as a result of this RGA will be made accessible to the public online via the website Transparent NH ([www.nh.gov/transparentnh/](http://www.nh.gov/transparentnh/)). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.
- 3.4.3. Insofar as an Applicant seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Applicant must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This must be done by separate letter identifying by page number and Application section the specific information the Applicant claims to be exempt from public disclosure pursuant to RSA 91-A:5.
- 3.4.4. Each Applicant acknowledges that the Department is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. The Department shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event the Department receives a request for the information identified by an Applicant as confidential, it will notify the Applicant and specify the date it intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Applicant's responsibility and at the Applicant's sole expense. If the Applicant fails to obtain a court order enjoining the disclosure, the Department may release the information on the date specified in its notice to the Applicant without incurring any liability to the Applicant.

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**3.5. Non-Commitment**

- 3.5.1. Notwithstanding any other provision of this RGA, this RGA does not commit the Department to award a grant. The Department reserves the right to reject any and all Applications or any portions thereof, at any time, and to cancel this RGA and to solicit new Applications under a new Application process.

**3.6. Request for Additional Information or Materials**

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

**3.7. Liability**

- 3.7.1. By submitting an Application in response to this RGA, an Applicant agrees that in no event shall the State be either responsible for or held liable for any costs incurred by an Applicant in the preparation or submittal of or otherwise in connection with an Application, or for work performed prior to the Effective Date of a resulting grant agreement.

**3.8. Successful Applicant Notice and Grant Award Negotiations**

- 3.8.1. If an Applicant(s) is selected, the Department will notify the successful Applicant(s) in writing of their selection and the State's desire to enter into grant award negotiations. Until the Department successfully completes negotiations with the selected Applicant(s), all submitted Applications remain eligible for selection by the Department. In the event negotiations are unsuccessful with the selected Applicant(s), the evaluation team may recommend another Applicant(s). The Department will notify Applicant(s) that are not initially selected to enter into negotiations.

**3.9. Scope of Award and Grant Award Notice**

- 3.9.1. The Department reserves the right to award a service, part of a service, group of services, or total services and to reject any and all Applications in whole or in part. A grant award is contingent on approval by the Department.
- 3.9.2. If a grant is awarded, the Applicant must obtain written consent from the Department before any public announcement or news release is issued pertaining to any grant award.

**3.10. Protest of Intended Award**

- 3.10.1. Any challenge of an award made or otherwise related to this RGA shall be governed by RSA 21-G:37, and the procedures and terms of this RGA. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RGA. In the event that any legal action is brought challenging this RGA 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.

### **3.11. Contingency**

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

### **3.12. Ethical Requirements**

- 3.12.1. From the time this RGA is published until a grant agreement is awarded, no Applicant 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 an RFA, or similar submission. Any Applicant that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Applicant 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 an application to this RGA, or similar request for submission and every such applicant shall be disqualified from responding to any RFA or similar request for submission issued by any state agency. An Applicant 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.

### **3.13. Compliance**

- 3.13.1. 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 Grant Agreement period.
- 3.13.2. The selected Vendor(s) may be required to participate in monitoring activities for the resulting Grant Agreement(s), at the sole discretion of the Department, including, but not limited to:
  - 3.13.3. Site visits.
  - 3.13.4. File reviews.
  - 3.13.5. Staff training.

### **3.14. Records**

- 3.14.1. The selected Vendor(s) must maintain the following records during the resulting Grant Agreement term where appropriate and as prescribed by the Department:
  - 3.14.1.1. 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 Grant Agreement(s), and all income received or collected by the selected Vendor(s).

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- 3.14.1.2. 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.
- 3.14.2. During the term of the resulting Grant Agreement(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 Grant Agreement(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).

**3.15. Credits and Copyright Ownership**

- 3.15.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the resulting Grant Agreement(s) must include the following statement, “The preparation of this (report, document etc.) was financed under a Grant Agreement 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.”
- 3.15.2. All written, video and audio materials produced or purchased under the Grant Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.15.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 3.15.3.1. Brochures.
  - 3.15.3.2. Resource directories.
  - 3.15.3.3. Protocols.
  - 3.15.3.4. Guidelines.
  - 3.15.3.5. Posters.
  - 3.15.3.6. Reports.
- 3.15.4. The selected Vendor(s) must not reproduce any materials produced under the Grant Agreement without prior written approval from the Department.

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**4. Appendices**

- 4.1. Appendix A – Grant Agreement, Form G-1 (for reference)**
- 4.2. Appendix B – Standard Exhibits (for reference)**
- 4.3. Appendix C – NOT USED**
- 4.4. Appendix D – Transmittal Letter and Applicant Information**
- 4.5. Appendix E – Budget Sheet**