



State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS

FOR

Medicaid Care Management Dental Services

RFP-2023-DMS-06-MEDIC

RELEASE DATE: August 25, 2022

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1. PURPOSE AND OVERVIEW

1.1 Introduction

The New Hampshire Department of Health and Human Services Division of Medicaid Services (“Department”) is seeking responses to this Request for Proposals (RFP) from qualified Vendors to provide dental services to eligible and enrolled Medicaid members age 21 and older through New Hampshire’s Medicaid managed care program, known as New Hampshire Medicaid Care Management (MCM). The Dental Medicaid Care Management (DMCM) must begin services by April 1, 2023. Department will select a Dental Organization (DO) that will work with the State, Providers, and Members to provide high-quality, value-based dental services on a Statewide basis. The DO must provide the following services, at minimum, which must be demonstrated through the responses in Appendix E – Vendor Technical Response to Mandatory Questions:

- Diagnostic and preventive dental services including an annual comprehensive oral examination, necessary x-rays or other imaging, prophylaxis, topical fluoride, oral hygiene instruction, behavior management and smoking cessation counseling, and other as determined by the annual update of Current Dental Terminology (CDT) codes D0100-D0999 and D1000-D1999.
- Comprehensive restorative dental services necessary to prevent or treat oral health conditions.
- Limited periodontic dental services.
- Oral surgery dental services necessary to relieve pain, eliminate infection or prevent imminent tooth loss.
- Transportation to dental appointments.
- Support for oral health through care management and care coordination.
- \$1500 yearly limit on dental services, with the exception of preventive services.
- Removable prosthodontic coverage for the following individuals who qualify for services under the following criteria:
 - Developmental Disability (DD) Waiver
 - Acquired Brain Disorder (ABD) Waiver
 - Choices for Independence (CFI) Waiver
 - Nursing facility residents
- Cost sharing of 10% of the fees for the services for each visit, with the exception of diagnostic and preventive services, for individuals above 100% Federal Poverty Level (FPL) and up to 5% of annual household income.

The DO will arrange for the provision of dental services to approximately 88,000 MCM Members aged 21 and older determined by the Department to be eligible, as described in the MCM Model Dental Services Contract that accompanies this RFP.

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

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1.2 Key Information

The information in the table below is as anticipated by the Department. All information is subject to change, the availability of funds, and/or approval by the Governor and Executive Council (G&C).

Contract Effective Date	December 2022, upon Governor and Executive Council Approval	
Contract End Date	March 31, 2026	
Renewal Options	The Department may extend contracted services for up to two (2) additional years.	
Funding Source	The Department anticipates using Federal and Other funds for resulting contract(s).	
	Assistance Listing #	93.778
	Award Name	Centers for Medicare and Medicaid Services
Match Requirements	NA	
Point of Contact	Allison Goodwin, Contract Specialist Allison.M.Goodwin@dhhs.nh.gov 603-271-9391	
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.		

1.2.1 Contractual obligations, including readiness review, will become effective on the date the Governor and Executive Council approve the executed DMCM Contract. The Program Start Date shall begin on April 1, 2023, and the Contract term will continue through March 31, 2026. The DO's participation in the MCM program is contingent upon the DO's successful completion of the contract readiness review period, as determined by the Department. The DO is solely responsible for the cost of all work during the readiness review and undertakes the work at its sole risk. If the Department determines that any DO will not be ready to begin providing services on the DMCM Program Start Date, April 1, 2023, at its sole discretion, Department may withhold enrollment and require corrective action or terminate the Contract.

1.2.2 Prior to the DO providing any services to Members, the Department will review the DO's readiness to begin providing services. The review will be to determine whether the DO is carrying out its implementation plan as submitted in response to the RFP and agreed upon with the Department.

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	8/25/2022
2.	Letter of Intent Submission Deadline (optional)	8/30/2022
3.	Vendors Conference Date (optional)	9/8/2022
4.	Questions Submission Deadline	9/12/2022 12:00PM
5.	Department Response to Questions Published	9/19/2022
6.	Vendor Solicitation Response Due Date	9/30/2022 12:00PM

1.4 Background

1.4.1 New Hampshire Department of Health and Human Services, Division of Medicaid Services

The New Hampshire Medicaid program is a joint state and federal public health care program authorized under Title XIX of the Social Security Act, Sec. 1900 [42 U.S.C. 1396-1]¹. A state may participate in the Title XIX programs at its option. Medicaid provides a combination of federally mandated minimum health care benefits and certain state-determined optional health care benefits to Medicaid eligible groups.

New Hampshire Medicaid currently provides emergency dental services for adults age 21 and over that includes limited exams, x-rays, and extractions of teeth. This RFP seeks to identify DO that can provide diagnostic, preventive, restorative, limited periodontic, and oral surgery services to all eligible members and removable dentures for individuals who meet certain criteria that is detailed later in the RFP and in Exhibit B.

1.4.2 Objective

This Request for Proposals (RFP) is published by the Department in accordance with New Hampshire Senate Bill 422² Chapter Law Section 319, to solicit proposals from qualified organizations who will be responsible for providing dental services to approximately 88,000 Medicaid-eligible adults, age 21 years and older, statewide.

The Vendors must meet the following objectives, which must be demonstrated in the responses to the questions in Appendix E – Vendor Technical Response to Mandatory Questions:

¹ https://www.ssa.gov/OP_Home/ssact/title19/1900.htm#act-1900

² http://www.gencourt.state.nh.us/bill_status/billinfo.aspx?id=1950&inflect=2

- Improve access to dental care: the Department expects DO to provide Members with statewide adequate access to dental Providers, including dental specialists.
- Expand and retain the dental provider network: the Department expects DO to commit to recruiting and retaining an adequate dental provider network from the Program Start date and throughout the length of the contract.
- Increase individual provider capacity to treat Medicaid members: the Department expects DO to implement systems and policies that heighten program efficiency and decrease administrative burden for dental providers.
- Support member responsibility in achieving improved oral health: the Department expects DO to provide member incentives, education, and opportunities to participate in healthy behaviors.
- Improving health outcomes for Medicaid members: the Department expects DO to provide Member services that support healthy behaviors such as care management and transportation.
- Utilizing innovative programs that improve access and care through a value-based care model: the Department expects DO to pay Providers based on the outcomes that they achieve rather than the volume of care that they deliver through the use of Performance Improvement Projects (PIPs) and Alternative Payment Models (APMs).

The proposed DMCM program should incentivize value over volume, demonstrate efficiency in care delivery, and demonstrate improvement in oral health outcomes.

1.4.3 Covered Populations

Dental services for approximately 88,000 Medicaid-eligible adults, age 21 years and older statewide.

Eligibility Category	Projected MCM Members
Standard Medicaid	37,085
Granite Advantage	51,143
Total Enrollment	88,228

*The covered population estimates are based on March 2020 enrollment data and are subject to change when the federal Public Health Emergency ends and the redetermination of Medicaid eligibility occurs.

1.5 Terminology

All Definitions included in Appendix G, MCM Dental Services Model Contract, apply to this RFP.

2 STATEMENT OF WORK

2.1 Scope of Services

2.1.1 This Scope of Services provides a summary and description of key DMCM program requirements that are further outlined within Appendix G, MCM Dental Services Model Example Contract. This is not the final contract, the Appendix

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G, MCM Dental Services Model Example Contract is subject to change. Respondents are expected to identify the ways in which they will meet or exceed DMCM program requirements, objectives listed below and in Section 1.4.2, and are strongly encouraged to propose innovative solutions targeted at meeting New Hampshire Medicaid Care Management (MCM) Member needs and in alignment with Department-specified objectives for the dental program, in their response to Appendix E – Vendor Technical Response to Mandatory Questions.

2.1.2 Overview of Key MCM Model Dental Services Contract Components

Component	MCM Model Contract Section	Description
Access, Network Adequacy, and Provider Capacity	Section 4.7	<ul style="list-style-type: none"> • DO is required to meet Statewide standards in federally-required areas (e.g., time and distance standards for Primary Dental Providers) and additional areas identified by New Hampshire. • DO is required to comply with all New Hampshire Health Insurance Department (NHID) statewide network adequacy rules. • DO is required to develop and maintain a statewide Participating Provider network that meets the dental needs of the covered population. • DO network shall have Participating Providers in sufficient numbers, and with sufficient capacity and expertise for all Covered Dental Services.
Care Coordination and Care Management	Section 4.10	<ul style="list-style-type: none"> • DO will be responsible for the management, coordination, and Continuity of Care for all Members, and shall develop and maintain policies and procedures to address this responsibility. • DO will implement Care Coordination and Care Management strategies to improve Member care and oral health outcomes, improve Continuity of Care, reduce inappropriate utilization of Emergency Services, reduce unmet resource needs

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Component	MCM Model Contract Section	Description
		related to social determinants of health, decrease total cost of care, and increase Member satisfaction with their oral health care experience.
Utilization Management	Section 4.8	<ul style="list-style-type: none"> • DO will develop, operate, and maintain a Utilization Management program that is documented through a program description and defined structures, policies, and procedures that are reviewed and approved by the Department.
Alternative Payment Models	Section 4.13	<ul style="list-style-type: none"> • DO will develop an Alternative Payment Strategy (APM) using “Qualifying APMs” that are defined by the Department and must be in alignment with the Health Care Payment Learning & Action Network (HCP-LAN) APM framework Category 2B or above. • DO must provide to the Department and Providers the methodology they will employ, including with respect to any attachment points, quality performance targets, and are required to comply with data-sharing and reporting requirements, both to Providers participating in APMs and to the Department. • DO is required to use their APM strategy to promote New Hampshire priorities as outlined previously in this RFP.
Quality management	Section 4.11	<ul style="list-style-type: none"> • DO will provide for the delivery of quality dental care with the primary goal of improving the oral health status of its Members. • DO is required to develop comprehensive Quality Assessment and Performance Improvement (QAPI) programs that reflect New Hampshire’s priorities, including projects that adopt mechanisms to

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Component	MCM Model Contract Section	Description
		<p>address disparities in the quality of and access to dental care; and use quality strategies aligned to Centers for Medicare & Medicaid Services (CMS) standards, National Committee for Quality Assurance (NCQA) standards, and the Department's specified metrics.</p> <ul style="list-style-type: none"> • DO is required to achieve Health Plan Accreditation from NCQA.
In Lieu Of Services and Value-Added Services (Optional)	Section 4.1.3	<ul style="list-style-type: none"> • At the DO's discretion and expense, the DO may elect to purchase and provide services to Members to improve health, the quality of care, and reduce costs. • DO, with the Department's approval, may provide Members with services or settings that are "in lieu of" services or settings included in the Medicaid State Plan that are more medically appropriate, cost-effective substitutes for the Medicaid State Plan Services.
Member Education and Incentives	Section 4.9	<ul style="list-style-type: none"> • DO must propose, develop, and implement a Member oral health education program and an incentive program(s), including a healthy behavior incentive program designed to support member responsibility to gain improved oral health.
Withhold & Incentive Program	Section 5.4	<ul style="list-style-type: none"> • A portion of the DO Capitated Payment will be used to fund a Withhold and Incentive Program, designed to advance DO accountability against a select set of priority interventions. Details regarding the Withhold and Incentive Program will be made available to DO in guidance separate from the MCM Model Contract.

Component	MCM Model Contract Section	Description
		<ul style="list-style-type: none"> The Department will issue guidance prior to the start of each MCM withhold measurement year that details the program requirements and targets for the forthcoming year and that further describes the mechanics of the program.
Program Integrity	Section 5.3	<ul style="list-style-type: none"> DO must comply with policies and procedures that guide and require the DO and the DO officers, employees, agents, and Subcontractors to comply with federal and State program integrity requirements. DO is expected to identify and investigate fraud, waste and abuse (FWA) of Providers and to refer fraud to the Department's Program Integrity. DO is required to identify and recover overpayments and will report on FWA activities.
Medical Loss Ratio	Section 6.3	<ul style="list-style-type: none"> DO is required to meet a minimum eighty-five percent (85%) Medical Loss Ratio (MLR); in the event the MCO's MLR is below eighty-five percent (85%), the MCO is required to refund the Department and/or the federal government the difference between the actual MLR and the dollar amount corresponding to an eighty-five percent (85%) MLR.

3 PROPOSAL CRITERIA

3.1 Technical Proposal/Components Evaluation Criteria

- 3.1.1 Respondent's Technical Proposal will consist of their responses to the questions in Appendix E Mandatory Responses to Technical Proposal of the RFP as well as the other Appendices listed in Section 7.3 Technical Response Contents. The contents of the Respondent's Technical Proposal will be worth 700 points out of 800 total potential evaluation points. Appendix E includes the topic areas listed in Section 4.1 Technical Proposal Evaluation Criteria below. DHHS will assess each Technical Proposal based on the weights indicated in Section 4.1.

- 3.1.2 The weights are further broken down in Appendix E - Mandatory Responses to Technical Proposal of the RFP, in line with the questions posed to the Respondent.

3.2 Cost Proposal/Components Evaluation Criteria

- 3.2.1 Respondent's Cost Proposal will consist of their responses to the questions in Appendix F Mandatory Responses to Cost Proposal of the RFP. The contents of the Respondent's Cost Proposal will be worth 100 of 800 potential evaluation points. The topic areas included in Section 4.2 Cost Components Evaluation Criteria below will be scored and the weights indicated will be applied to DHHS's assessment of the Cost Proposal.
- 3.2.2 The weights are further broken down in Appendix F - Mandatory Responses to Cost Proposal of the RFP, in line with the questions posed to the Respondent.
- 3.2.3 The Respondent should use the Appendix H Cost Development provided by the Department in formulating its responses to the questions posed in Appendix F Mandatory Responses to Cost Proposal.

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4 SOLICITATION RESPONSE EVALUATION

4.1 Technical Proposal Evaluation Criteria

4.1.1 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.

TECHNICAL RESPONSE	POSSIBLE SCORE
1. Organization Overview and Overview of Relevant Experience	70 Points
2. Subcontractors	25 Points
3. Covered Populations and Services	25 Points
4. Member Services	25 Points
5. Member Grievances and Appeals	25 Points
6. Provider Appeals	15 Points
7. Network Adequacy for Access to Dental Services	50 Points
8. Utilization Management	30 Points
9. Member Education and Incentives	70 Points
10. Care Coordination and Care Management	120 Points
11. Quality Management	35 Points
12. Network Management	70 Points
13. Alternative Payment Models	40 Points
14. Provider Payments	10 Points
15. Claims Quality Assurance and Reporting	10 Points
16. Oversight and Accountability	30 Points
17. Third Party Liability/Coordination of Benefits	50 Points
Technical Response – Total Possible Score	700 Points

4.2 Cost Proposal Evaluation Criteria

COST PROPOSAL	POSSIBLE SCORE
1. Managed Care Savings Opportunities	50 Points
2. Third Party Liability, Coordination of Benefits and Cost Avoidance	15 Points
3. Program Integrity – Fraud, Waste, and Abuse	10 Points
4. Administrative Efficiencies	15 Points
5. Cost Savings	10 Points
Cost Proposal – Total Possible Score	100 Points

MAXIMUM POSSIBLE SCORE	800 Points
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5 SOLICITATION RESPONSE PROCESS

5.1 Letter of Intent

- 5.1.1 A Letter of Intent to submit a Response to this solicitation is optional.
- 5.1.2 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.
- 5.1.3 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.**

5.2 Vendors Conference

- 5.2.1 A Vendors Conference will be held virtually on the date specified in Subsection 1.3, Procurement Timetable. The Vendors Conference will serve as an opportunity for Vendors to ask specific questions of State staff concerning the technical requirements of the Solicitation.
- 5.2.2 Attendance at the Vendors Conference is not mandatory but is highly recommended. Good faith potential vendors and their representatives interested in attending the Vendors Conference must preregister at:

<https://nh-dhhs.zoom.us/j/2907919522?pwd=U0VuT3h0QmRwc2tON0U4bFV0aG5GUT09>

5.3 Questions and Answers

5.3.1 Vendors' Questions

- 1.1.1.1 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.
- 1.1.1.2 Questions will only be accepted from those Vendors who have submitted a Letter of Intent by the deadline given in Subsection 1.3, Procurement Timetable. Questions from all other parties will be disregarded. The Department will not acknowledge receipt of questions.
- 1.1.1.3 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.

1.1.1.4 The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.

1.1.1.5 Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

5.3.2 Department Responses

1.1.1.6 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.

5.3.3 Exceptions

1.1.1.7 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.

1.1.1.8 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.

1.1.1.9 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.

5.4 Solicitation Amendment

5.4.1 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.

6 SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

6.1 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.

6.1.1 The subject line must include the following information:
RFP-2023-DMS-06-MEDIC (email xx of xx).

- 6.2 The maximum size of file attachments per email is 10 MB. Submissions with file attachments exceeding 10 MB must be sent via multiple emails.
- 6.3 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.
- 6.4 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.
- 6.5 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.

7 SOLICITATION RESPONSE REQUIREMENTS

- 7.1 Acceptable solicitation responses must offer all services identified in Sections 1 and 2 - Statement of Work, unless an allowance for partial scope is specifically described in Sections 1 and 2.
- 7.2 Vendors must submit a separate electronic document for the Technical Response and a separate electronic document for the Cost Proposal.
- 7.3 Technical Response Contents
- 7.4 Each Technical Response must contain the following, in the order described in this section:
 - 7.4.1 **Appendix B, Contract Monitoring Provisions**, including:
 - 7.4.1.1 **Audited Financial Statements** (four (4) most recently completed fiscal years or other acceptable financial documentation as specified in Appendix B, Contract Monitoring Provisions).
 - 7.4.2 **Appendix C - Culturally and Linguistically Appropriate Services (CLAS) Requirements**
 - 7.4.3 **Appendix D – Transmittal Letter and Vendor Information**, including:
 - 7.4.3.1 **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>
 - 7.4.4 **Appendix E – Vendor Technical Response to Mandatory Questions**
 - 7.4.4.1 **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.

7.5 Cost Proposal Contents

7.5.1 Appendix F Vendor Cost Response to Mandatory Questions

8 ADDITIONAL TERMS AND REQUIREMENTS

8.1 Non-Collusion

The Vendor's required signature on the Appendix D – 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 Confidentiality

- 8.7.1 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.

8.8 Public Disclosure

- 8.8.1 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/>).

- 8.8.2 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, attachment or section 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.”
- 8.8.3 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.
- 8.8.4 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.
- 8.8.5 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.
- 8.8.6 By submitting a response to this solicitation, Vendors acknowledge and agree that:

- 8.8.7 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;
- 8.8.8 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
- 8.8.9 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.

8.9 Electronic Posting of RFP Results and Resulting Contract

- 8.9.1 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.
- 8.9.2 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.

8.10 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.

8.11 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.

8.12 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.

8.13 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.

8.14 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.

8.15 Scope of Award and Contract Award Notice

- 8.15.1 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.
- 8.15.2 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.

8.16 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.

8.17 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.

8.18 Contingency

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

8.19 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.

8.20 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.

8.21 Culturally and Linguistically Appropriate Services

- 8.21.1 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.
- 8.21.2 Vendors are required to complete Appendix C, 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.
- 8.21.3 If awarded a contract, the selected Vendor(s) will be:
 - 8.21.3.1 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
 - 8.21.3.2 Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, as made available by the Department.

8.22 Audit Requirements

- 8.22.1 The selected Vendor(s) must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

- 8.22.1.1 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.
- 8.22.1.2 Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 8.22.1.3 Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.22.2 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.
- 8.22.3 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.
- 8.22.4 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.
- 8.22.5 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

- 9.1.1 **General Provisions, Form Number P-37**
- 9.1.2 **Exhibit A - Revisions To Standard Contract Provisions**
- 9.1.3 **Exhibit B – Scope of Work – See Appendix G**
- 9.1.4 **Exhibit C – Payment Terms – Placeholder**
- 9.1.5 **Exhibit D: Certification Regarding Drug Free Workplace Requirements**
- 9.1.6 **Exhibit E: Certification Regarding Lobbying**
- 9.1.7 **Exhibit F: Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

- 9.1.8 **Exhibit G: Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower**
- 9.1.9 **Exhibit H: Certification Regarding Environmental Tobacco Smoke**
- 9.1.10 **Exhibit I: Health Insurance Portability Act Business Associate Agreement**
- 9.1.11 **Exhibit J: Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance**
- 9.1.12 **Exhibit K: DHHS Information Security Requirements**
- 9.2 Appendix B – Contract Monitoring Provisions**
- 9.3 Appendix C – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 9.4 Appendix D – Transmittal Letter and Vendor Information**
- 9.5 Appendix E – Technical Response to Questions**
- 9.6 Appendix F – Cost Response to Questions**
- 9.7 Appendix G - MCM Dental Services Model Example Contract**
 - 9.7.1 **Exhibit B: Scope of Services**
 - 9.7.2 **Exhibit L: DO Implementation Plan**
 - 9.7.3 **Exhibit M: DO Proposal submitted in response to RFP-2023-DMS-06-MEDIC, by reference.**
 - 9.7.4 **Exhibit N: Liquidated Damages Matrix**
 - 9.7.5 **Exhibit O: Quality and Oversight Reporting Requirements**
 - 9.7.6 **Exhibit P: DO Program Oversight Plan**
 - 9.7.7 **Exhibit Q- DoIT Technical Requirements Workbook**
- 9.8 Appendix H- Cost Development**