



**State of New Hampshire
Department of Health and Human Services**

**REQUEST FOR APPLICATION
RFA-2023-BEAS-04-BEASN**

FOR

BEAS Nutrition Services

March 1, 2022



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REQUEST FOR APPLICATIONS

1. Request for Services

1.1. Purpose and Overview

1.1.1. Purpose

This Request for Applications (RFA) is published to solicit applications for the provision of one (1) or more of the following services to support the older adult and disability populations throughout New Hampshire:

1. Home-delivered meals; and/or
2. Congregate meal services to support adults as described in 1.1.2. who reside in New Hampshire.

The Department of Health and Human Services (Department) anticipates awarding ten (10) contracts for the services in this RFA in an effort to provide these services statewide.

1.1.2. Overview

The Department's Division of Long Term Supports and Services, Bureau of Elderly and Adult Services is looking for community-based entities and organizations to provide home-delivered meals and/or congregate meals to support older, isolated and frail adults to live as independently as possible, safely, and with dignity. Services are for individuals who reside in independent living settings and meet the eligibility criteria as follows:

- 1.1.2.1. For individuals ages 60 and older and with the most economic need. Services are funded through Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, enacted April 19, 2016. More information may be found at:

<https://acl.gov/about-acl/authorizing-statutes/older-americans-act>

New Hampshire Administrative Rule He-E 502, The Older Americans Act Services: Title IIIB – Supportive Services

http://www.gencourt.state.nh.us/rules/state_agencies/he-e500.html

- 1.1.2.2. For individuals ages 60 and older, or ages 18 – 59 who have a chronic illness or disability and a maximum monthly income of \$1,391.80 for calendar year 2022. Services are funded through Title XX of the Social Services Block Grant (SSBG). State legislation adopted in 2011 requires the Department to raise the income eligibility limit under the SSBG program every January by the percentage amount of the cost of living increase (COLA) in Social Security benefits. More information may be found at:



- 1.1.2.2.1. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) - http://www.gencourt.state.nh.us/rules/state_agencies/he-e500.html

1.2. Scope of Services

- 1.2.1. The selected Vendor must provide Home Delivered Meals as applicable in Section 1.3.6., chart, per geographic area served as described in Appendix F, Counties. The selected Vendor must:
 - 1.2.1.1. Deliver meals to eligible participants, as defined in New Hampshire Administrative Rules He-E 501 and He-E 502, who demonstrate that they have limited capacity to prepare their own meals, have limited ability to leave their residence, or are unable to consume meals at a congregate setting due to physical, emotional, or mental health difficulties or limited desire for social interactions.
 - 1.2.1.2. Comply with applicable provisions of federal regulations and state laws on the safe and sanitary handling of food, equipment and supplies used in the storage, preparation, service and delivery of meals.
 - 1.2.1.3. Accept referrals from Adult Protective Services (APS), and prioritize service to participants referred by APS.
 - 1.2.1.4. Ensure that each meal meets a minimum of one-third of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, and complies with the most recent Dietary Guidelines for Americans issued by the Secretaries of the U.S. Departments of Health and Human Services and Agriculture.
 - 1.2.1.5. Prepare meals, to the extent possible, to incorporate the special dietary needs of the participant, including recommendations from the participant's licensed practitioner and those stemming from the participant's cultural or religious preferences.
 - 1.2.1.6. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants.
 - 1.2.1.7. Provide at least one (1) Home Delivered Meal each day, five (5) or more days a week, except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department.



- 1.2.1.8. Ensure direct contemporaneous contact with each participant on each day that meals are delivered as an assurance of the participant's safety, with the exception of meals provided for weekends or designated as emergency frozen meals which are delivered to participants in advance of anticipated inclement weather conditions or other adverse conditions.
- 1.2.1.9. If unable to make direct contemporaneous contact with a participant, the selected Applicant(s) must initiate its agency's protocol, "Non-Response from Client at Delivery Time" or the equivalent agency guideline/policy and procedure for home delivered meals participant's nonresponse at time of delivery will be followed.
- 1.2.1.10. The selected Vendor must provide grab and go meals during a declaration of disaster or emergency, in accordance with the Older Americans Act and guidance provided by the Department, which shall be billed to the Department under home delivered meals Title III, C-1.
- 1.2.2. The selected Vendor must provide Congregate Meals as applicable in Section 1.3.6., per geographic area served as described in Appendix F, Counties. The selected Vendor must:
 - 1.2.2.1. Provide meals in congregate meal settings, where eligible participants are afforded the opportunity for social contact by sharing a meal with other individuals.
 - 1.2.2.2. Comply with the food safety regulations cited in section 1.2.1.2 above, the nutritional requirements cited in section 1.2.1.4 above, and incorporating special dietary needs/preferences as cited in section 1.2.1.5. above.
 - 1.2.2.3. Maintain a service provision log of all meals served that includes the service date(s) of meals, the names of participants who received the meals and comments of any follow-up service(s) provided.
 - 1.2.2.4. Provide nutrition education, nutrition counseling, and other nutrition services, as appropriate, based on the needs of the meal participants.
 - 1.2.2.5. Provide on five (5) or more days a week at least one (1) hot or other appropriate meal per day, except in a rural area where such frequency is not feasible and/or a lesser frequency is approved by the Department.
- 1.2.3. Access to Services
 - 1.2.3.1. The selected Vendor must assist individuals in accessing nutrition services by accepting requests directly from



individuals or their designated/appointed representatives and Adult Protective Services staff.

1.2.3.2. The selected Vendor must:

1.2.3.2.1. Have the option to provide support services to eligible clients who are homebound in accordance with the Older Americans Act during a declaration of emergency or disaster, which may include delivery services for essential needs.

1.2.3.2.2. Receive requests from clients to pick up specific items or run specific errands.

1.2.3.2.3. Shop for groceries and complete other errands, which may include but are not limited to:

1.2.3.2.3.1. Picking up medications at a pharmacy.

1.2.3.2.3.2. Buying clothing for the client.

1.2.3.2.3.3. Buying other items for the client.

1.2.3.2.4. Provide receipts to the client after each shopping transaction.

1.2.3.2.5. Establish a system to account for the funds provided for by the client to make such purchases.

1.2.3.2.6. Deliver the items above to the client's home, ensuring the condition of the items remain in the original condition they were purchased.

1.2.4. Client Request for Application for Services

1.2.4.1. For Title III home-delivered meals, the selected Vendor must determine eligibility for the service in accordance with requirements in New Hampshire Administrative Rule He-E 502.

1.2.4.2. For Title XX home-delivered meals, the selected Vendor must either assist an individual to complete the Form 3000 Application provided by the Department for Title XX Home-Delivered meals, or receive completed applications for Title XX meals.

1.2.5. Client Eligibility Requirements for Services

1.2.5.1. The selected Vendor must complete an assessment for eligibility in accordance with the New Hampshire Administrative rules He-E 501 and He-E 502.



- 1.2.5.2. Individuals who are referred for services by the Department's Adult Protection Program must be automatically eligible for services and must be prioritized for services in accordance with He-E 501 and He-E 502. The selected Vendor must provide notice of eligibility or non-eligibility to individuals and provide services to eligible individuals for the one-year eligibility period as required in He-E 501 and He-E 502.
 - 1.2.5.3. The selected Vendor must re-determine participant eligibility for services in accordance with the requirements in the laws and rules listed in 1.2.4.
 - 1.2.5.4. The selected Vendor may terminate services to participants in accordance with the laws and rules listed in Section 1.2.4.
 - 1.2.5.5. The selected Vendor must obtain a service authorization for home delivered meals from the Department after the participant is determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.
- 1.2.6. Client Assessments and Service Plans
- 1.2.6.1. The selected Vendor must develop, with input from each individual and/or his/her authorized representative, a person-centered plan to drive the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 1.2.6.2. The selected Vendor must monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 1.2.6.3. The selected Vendor must provide services to clients according to individuals' adult protective service plans determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
 - 1.2.6.4. The selected Vendor must provide protocols and practices to the Department within 30 days of the contract effective date to ensure that each individual receives services despite problematic behaviors due to mental health, developmental issues or criminal history.
- 1.2.7. Person-Centered Provision of Services
- 1.2.7.1. The selected Vendor must incorporate Person-Centered Planning into the provision of all services in this Agreement as



specified in New Hampshire Administrative Rules He-E 501 and He-E 502.

- 1.2.7.2. Individual service plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the selected Vendor.

1.2.8. Client Donations and Fees

- 1.2.8.1. To comply with the requirements for Title III Services, the selected Vendor:

- 1.2.8.1.1. May ask participants receiving home-delivered meals for a voluntary donation towards the cost of the service, except as stated in Section 1.3.5. Adult Protection Services.

- 1.2.8.1.2. May suggest an amount for donation in accordance with New Hampshire Administrative Rule He-E 502.12.

- 1.2.8.1.3. Acknowledges that the donation is to be purely voluntary, and does not refuse services if a participant is unable or unwilling to donate.

- 1.2.8.1.4. Agrees not to bill or invoice clients and/or their families.

- 1.2.8.1.5. Agrees that all donations support the program for which donations were given.

- 1.2.8.1.6. Agrees to report the total amount of donations collected from individuals to the Department on a monthly basis.

- 1.2.8.2. To comply with the requirements for Title XX Services, the selected Vendor:

- 1.2.8.2.1. May charge fees to individuals, except as stated in 1.2.9. Adult Protection Services, receiving Title XX services provided that the selected Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.

- 1.2.8.2.2. Must ensure that fees must comply with the requirements of New Hampshire Administrative Rule He-E 501.

- 1.2.8.2.3. Must not charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation have been founded.

- 1.2.8.2.4. Must ensure that all fees support the program for which donations were given.

- 1.2.8.2.5. Must report on the total amount of fees collected from all individuals.



1.2.9. Adult Protection Services

- 1.2.9.1. The selected Vendor must report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F:46 of the NH Adult Protection law.
- 1.2.9.2. The selected Vendor must accept referrals of clients from the Adult Protection Program and provide them with meals as described in this RFA.
- 1.2.9.3. The selected Vendor must inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
- 1.2.9.4. The selected Vendor must agree that the payment received from Department for the specified services is payment in full for those services, and shall not attempt to secure a fee or monetary contribution of any type such as in Section 1.3., from the individual receiving services.
- 1.2.9.5. The selected Vendor shall continue to provide services to Adult Protective clients, without requesting a donation or charging a sliding scale, for up to one calendar year after Adult Protective Services closes the case when a determination is made that the client needs services to help prevent decline and re-involvement with Adult Protective Services.

1.2.10. Referring Clients to Other Services

- 1.2.10.1. If the selected Vendor identifies other community programs or services that might be beneficial to the client, and the client and/or his/her authorized representative agree, the selected Vendor may refer the client to other services and programs as appropriate.

1.2.11. Client Wait Lists

- 1.2.11.1. The selected Vendor must agree that all services covered by the awarded contract must be provided to the extent that funds, staff and/or resources for this purpose are available.
- 1.2.11.2. The selected Vendor must maintain a wait list in accordance with the requirements of New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the contracted services.

1.2.12. Criminal Background Check and BEAS State Registry Checks

- 1.2.12.1. The selected Vendor shall obtain, at the selected Vendor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the



Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:

- 1.2.12.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.
- 1.2.12.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.
- 1.2.12.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
- 1.2.12.2. The selected Vendor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the selected Vendor. The BEAS State Registry check must be provided to the Department upon request by the Department.
- 1.2.13. Grievance and Appeals
 - 1.2.13.1. The selected Vendor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and/or staff concerns in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
 - 1.2.13.2. The selected Vendor must ensure any filed complaints or concerns made by the client are available to the Department upon request.
- 1.2.14. Client Feedback
 - 1.2.14.1. The selected Vendor must obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11 using a method approved by the Department within thirty (30) days of the contract effective date.
- 1.2.15. The selected Vendor must comply with the following staffing requirements:
 - 1.2.15.1. 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 and geographic area as identified in the awarded contract. Agreement.



- 1.2.15.2. Verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 1.2.15.3. Ensure that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 1.2.15.4. Develop and submit a written Staffing Contingency Plan to the Department within thirty days of contract effective date that includes, but is not limited to:
 - 1.2.15.4.1. The process for replacement of personnel in the event of loss of key or other personnel during the period of the awarded contract.
 - 1.2.15.4.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard.
 - 1.2.15.4.3. A description of time frames necessary for obtaining staff replacements.
 - 1.2.15.4.4. An explanation of the selected Vendor's capabilities to provide, new staff with comparable experience in a timely manner.
 - 1.2.15.4.5. A description of the method for training new staff members.
- 1.2.16. Performance Measures
 - 1.2.16.1. The selected Vendor(s) must ensure:
 - 1.2.16.1.1. Each client serviced meet all eligibility criteria outlined in New Hampshire Administrative Rule He-E 501 and 502.
 - 1.2.16.1.2. 99% of all clients receive services in accordance with their needs.
 - 1.2.16.2. The selected Vendor(s) must ensure the Department has access sufficient for monitoring of contract compliance requirements as required by 2 CFR Part 200, Subpart F, which includes but is not limited to:
 - 1.2.16.2.1. Data.
 - 1.2.16.2.2. Financial records.
 - 1.2.16.2.3. Scheduled and unscheduled access to selected Vendor work sites/locations/work spaces and associated facilities.



- 1.2.16.2.4. Scheduled phone access to selected Vendor staff.
- 1.2.16.2.5. Timely unscheduled phone response by selected Vendor staff.
- 1.2.16.3. The selected Vendor(s) shall actively and regularly collaborate with the Department to enhance contract management and improve results.
- 1.2.17. Reporting Requirements
 - 1.2.17.1. The selected Vendor(s) must submit a Quarterly Program Service Report to the Department for each quarter of each State Fiscal Year by the 15th of the month following the close of the quarter.
 - 1.2.17.2. The selected Vendor(s) must complete the Quarterly Program Service Report in accordance with instructions provided by the Department, which includes, but is not limited to:
 - 1.2.17.2.1. The number of clients served by town and in the aggregate.
 - 1.2.17.2.2. Total amount of donations collected.
 - 1.2.17.2.3. Expenses by program service provided.
 - 1.2.17.2.4. Revenue, by program service provided, by funding source.
 - 1.2.17.2.5. Total amount of donation and/or fees collected from all individuals.
 - 1.2.17.2.6. Actual Units served, by program service provided, by funding source.
 - 1.2.17.2.7. Number of unduplicated clients served, by service provided, by funding source.
 - 1.2.17.2.8. Number of Title III and Title XX clients served with funds not provided through this Contract.
 - 1.2.17.2.9. Unmet need/waiting list.
 - 1.2.17.2.10. Lengths of time clients are on a waiting list.
 - 1.2.17.2.11. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related selected Vendor issue.
 - 1.2.17.3. Explanation describing the reasons for individuals' not receiving their planned services in the Scope of Work.



- 1.2.18. Food Delivery.
 - 1.2.18.1. The selected Vendor(s) must complete the Home-Delivered Data Form provided by the Department and submit the Forms to the Department by January 31 and July 31 in each State Fiscal Year of the resulting contract, as appropriate, which must include, but are not limited to, the following data:
 - 1.2.18.1.1. The number of meals served by client and by town;
 - 1.2.18.1.2. The number of meals served in the aggregate; and;
 - 1.2.18.1.3. The number of miles related to the delivery of meals in the aggregate.
 - 1.2.18.2. The selected Vendor(s) must submit quarterly reports by October 15, January 15, April 15, and July 15, as applicable to each State Fiscal Year in the contract period.
- 1.2.19. Applicants must demonstrate the capacity and performance experience to meet the Scope of Services outlined in this RFA.

1.3. Compensation & Contract Value

- 1.3.1. The Department anticipates using Federal and General Funds for the resulting contract(s). The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award. Any selected vendor will be subject to the requirements in the Catalog of Federal Domestic Assistance (CFDA) # 93.045, U.S. Department of Health and Human Services, Administration of Community Living – Title III C-1, FAIN #2101NHOACM, CFDA # 93.045, U.S. Department of Health and Human Services, Administration of Community Living – Title III C-2, FAIN #2101NHOAHD, CFDA # 93.667, U.S. Department of Health and Human Services, Social Services Block Grant, FAIN #2101NHSOSR, CFDA # 93.045, U.S. Department of Health and Human Services, Administration of Community Living-ARP Title IIIC-1, FAIN #2101NHCMC6; CFDA # 93.045, U.S. Department of Health and Human Services, Administration of Community Living- ARP Title IIIC-2, FAIN #2101NHHDC6 or the requirements of the selected funding source.
- 1.3.2. Funding is anticipated to be available for all contracts resulting from this RFA are \$11,877,281.53 for State Fiscal Year 2023 and \$11,877,281.53 for State Fiscal Year 2024 (60% Federal Funds and 40% General Funds).

Selected Vendors will be reimbursed based at \$8.11 per meal for home-delivered and congregate meals, hereinafter referred to as (Service Unit).



- 1.3.3. 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 award less Service Units for each county and each service type than applied for.
- 1.3.4. Applicants are required to complete Appendix D – Application for Service Units. Appendix D must be completed separately for each county for which the Applicant is applying. Applicants may apply for Service Units by county and service type, but service unit applications must not exceed the number of Service Units available for each county and service type.
- 1.3.5. Funding will be awarded to successful Applicants based on a percentage of total number of service units applied for by all Applicants for each county and each service type, as indicated on Chart 1.3.6, below, up to a maximum of the total number of Service Units applied for and approved by each Applicant for each county and each service type, not to exceed the total number of Service Units available, based on the following methodology:

Step 1:

Total Service Units applied for by Applicant for a County and specific Funding Source
MULTIPLIED BY
Total Service Units Available for the applicable County and specific Funding Source

Step 2:

Resulting Product of Step 1
DIVIDED BY
Total Service Units applied for by all Applicants for the applicable County and specific Funding Source

Step 3:

The Resulting Quotient of Step 2
MULTIPLIED BY
\$8.11
EQUALS
The total funding award for the applicable County and specific Funding Source



1.3.6. Chart

County	Funding Source & Available Service Units by County				
	Title III Home Delivered Meals	Title III Congregate Meals	Title XX Home Delivered Meals	ARPA Home Delivered Meals	ARPA Congregate Meals
Belknap	32,046	13,923	19,204	8,864	5,909
Carroll	39,007	16,947	23,376	10,790	7,193
Cheshire	34,174	14,847	20,479	9,452	6,301
Coos	42,473	18,453	25,453	11,748	7,832
Grafton	46,094	20,026	27,623	12,750	8,500
Hillsborough	159,094	69,122	95,341	44,007	29,338
Merrimack	64,123	27,860	38,427	17,737	11,824
Rockingham	97,254	42,258	58,284	26,905	17,939
Strafford	37,612	16,341	22,539	10,403	6,935
Sullivan	35,161	15,276	21,071	9,725	6,483

1.3.7. In the event that the total number of service units available for any county and service type is greater than the total number of service units applied for by all Applicants for each county and each service type, successful Applicants will be awarded the number of service units for which they applied. Excess service units will be reallocated to another county and service type at the discretion of the Department.

1.4. Geographic Area Served

1.4.1. The Department Seeks a vendor or vendor(s) to ensure services are provided statewide:

1.4.1.1. Applicants must identify the service or services they propose to provide as well as the proposed geographic area for each service. Geographic area(s) is defined by County(ies), City(ies)/Town(s), or Statewide (depending on what is the most



accurate description) where the services will be offered to individuals located in those areas. Geographic areas may overlap.

1.4.1.2. Applicants are required to define the geographic area for where each proposed service will be offered.

1.4.1.3. Vendors proposing to provide congregate meals shall provide the names and addresses of all the meal sites

1.5. Contract Period

1.5.1. The Contract(s) resulting from this RFA are anticipated to be effective July 1, 2022 or upon Governor and Executive Council approval, whichever is later, through June 30, 2024.

1.5.2. The Department may extend contracted services for up to four (4) additional years, contingent upon satisfactory Vendor performance, continued funding, agreement of the parties, and Governor and Executive Council approval.

1.6. Mandatory Responses to RFA Questions

1.6.1. **Scoring Applicant Ability** – Applicant ability will be allocated a maximum score of 35 points. Applicants must demonstrate the ability to perform all services requested in this RFA.

Question 1 – Describe, in narrative form, your agency’s ability to provide the services described in 1.2., Scope of Services.

Scoring Applicant Experience – Applicant experience will be allocated a maximum score of 30 points. Applicants must demonstrate the experience to perform all services requested in this RFA.

Question 2 – Describe your experience in identifying and serving the identified populations within the County region(s) for which you are applying.

1.6.2. **Scoring Applicant Capacity** – Applicant capacity will be allocated a maximum score of 25 points. Applicants must demonstrate the experience to perform all services requested in this RFA.

Question 3 – Describe your agency’s capacity to meet the requirements of this RFA. Include a narrative summary of how your mission statement aligns with the goals of this RFA.

1.6.3. **Scoring Applicant Staffing** – Applicant staffing will be allocated a maximum score of 10 points. Applicants must demonstrate the staffing to perform all services requested in this RFA.

Question 4 – Provide a staffing plan that demonstrates your capability to provide services. Include:



Your agency's organizational chart.

Resumes for key staff who will have responsibility for managing the programmatic, administrative and financial requirements in the delivery of these services.

Any specialized staff training completed relevant to providing services in this RFA.

1.7. Application Evaluation

The Department will use a scoring scale of 100 points. The Department will select an Applicant based upon the criteria and standards contained in this RFA and applying the points set forth below:

- 1.7.1. **Ability Q1 – 35 Points**
- 1.7.2. **Experience Q2 – 30 Points**
- 1.7.3. **Capacity Q3 – 25 Points**
- 1.7.4. **Staffing Q4 – 10 Points**

Total Possible Points – 100 Points

2. Notices

2.1. Exceptions

- 2.1.1. The Department will require the successful Applicant to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that an Applicant believes that exceptions to Appendix A will be necessary for the Applicant to enter into an Agreement, the Applicant must note those issues during the RFA Question Period in Section 3. Applicants may not request exceptions to the Scope of Services or any other sections of this RFA.
- 2.1.2. 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.
- 2.1.3. Any exceptions to the standard form contract and exhibits that are not raised by an Applicant during the RFA Question Period may not be considered. In no event is an Applicant to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this solicitation.

2.2. RFA Amendment

The Department reserves the right to amend this RFA, 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 RFA, the Department, at its sole discretion, may extend the Application submission deadline. The amended language will be posted on the Department's website.

2.3. Application Submission



- 2.3.1. Applications must be submitted electronically to contracts@dhhs.nh.gov and the Contract Specialist at the email address specified in Subsection 6.1.
 - 2.3.1.1. The subject line must include the following information: **RFA-2023-BEAS-04-BEASN** (email xx of xx).
 - 2.3.1.2. The maximum size of file attachments per email is 10 MB. Applications with file attachments exceeding 10 MB must be submitted via multiple emails.

2.4. Contract Monitoring Provisions

- 2.4.1. All Applicants must complete Appendix B, Contract Monitoring Provisions.
- 2.4.2. The Department will use Applicant responses to conduct a risk assessment to determine if enhanced contract monitoring is necessary if the Applicant is awarded a contract. The risk assessment will not be used to disqualify or score Applications.

2.5. Compliance

- 2.5.1. 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 contract period.
- 2.5.2. The selected Vendor must meet all information security and privacy requirements as set by the Department.
- 2.5.3. The selected Vendor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
 - 2.5.3.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the selected Vendor in the performance of the Contract, and all income received or collected by the selected Vendor.
 - 2.5.3.2. 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.
 - 2.5.3.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records 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.

2.5.3.4. During the term of this Contract 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 Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Vendor 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 Vendor.

2.5.4. Credits and Copyright Ownership

2.5.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall 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."*

2.5.4.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. The selected Vendor shall not reproduce any materials produced under the contract without prior written approval from the Department.

2.5.5. Culturally and Linguistically Appropriate Services

2.5.5.1. The New Hampshire Department of Health and Human Services is committed to reducing health disparities in New Hampshire and recognizes that culture and language can have a considerable impact on how individuals access and respond



to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, the Department is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment, the Department continuously strives to improve existing programs and services, and to bring them in line with current best practices.

- 2.5.5.2. The Department requires all selected Vendors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.
- 2.5.5.3. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the Department's website.
- 2.5.5.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.
- 2.5.5.5. Applicants are expected 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.
- 2.5.5.6. Successful Applicants will be:
 - 2.5.5.6.1. 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
- 2.5.5.6.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the Department's website.
- 2.5.5.7. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:
- 2.5.5.7.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
- 2.5.5.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;
- 2.5.5.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and
- 2.5.5.7.4. The resources available to the organization to provide language assistance.
- 2.5.5.8. **Applicants are required to complete the TWO (2) steps listed in the Appendix C to this RFA, as part of their Application.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Applicants' program design, which in turn, will allow Applicants to put forth the best possible Application.
- 2.5.5.9. For guidance on completing the two steps in Appendix C, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFA, which is posted on the Department's website. <http://www.dhhs.nh.gov/business/forms.htm>.



2.5.6. Audit Requirements

- 2.5.6.1. The selected Vendor must email an annual audit to melissa.s.morin@dhhs.nh.gov if **any** of the following conditions exist:
- 2.5.6.1.1. 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.
 - 2.5.6.1.2. 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.
 - 2.5.6.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 2.5.6.2. If Condition A exists, the selected Vendor 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 selected 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.
- 2.5.6.3. If Condition B or Condition C exists, the selected Vendor shall submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.
- 2.5.6.4. Any 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 selected Vendor is high-risk.
- 2.5.6.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the selected Vendor that the Vendor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

2.6. Non-Collusion



The Applicant's required signature on the Transmittal Cover Letter for an Application submitted in response to this RFA guarantees that the prices, terms and conditions, and services have been established without collusion with other Applicants and without effort to preclude Department from obtaining the best possible Application.

2.7. Applicant Withdrawal

Prior to the Closing Date for receipt of Applications, an Application may be withdrawn by submitting a written request for its withdrawal to Contract Specialist identified in Paragraph 3.3.2.

2.8. Public Disclosure

- 2.8.1. Pursuant to RSA 21-G:37, the content of responses to this RFA must remain confidential until the Governor and Executive Council have awarded a contract. At the time of receipt of Applications, the Department will publish 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 RFA, the Department will post the name, rank or score of each Applicant. 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.
- 2.8.2. The content of each Application and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of an Application in response to this RFA may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFA will be made accessible to the public online via the website Transparent NH (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.
- 2.8.3. 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. **The Applicant is strongly encouraged to provide a redacted copy of their application.**
- 2.8.4. 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, the Department shall notify the Applicant and specify the date the Department 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 the Department specified in its notice to the Applicant without incurring any liability to the Applicant.

2.9. Non-Commitment

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

2.10. Request for Additional Information or Materials

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.

2.11. Liability

By submitting an Application in response to this RFA, 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 contract.

2.12. Oral Presentations and Discussions

The Department reserves the right to require some or all Applicants to make oral presentations of their Application. The purpose of the oral presentation is to clarify and expound upon information provided in the written application. Applicants are prohibited from altering the original substance of their Applications 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 Applicant.

2.13. Successful Applicant Notice and Contract Negotiations

- 2.13.1. 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 contract 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 contract negotiations are unsuccessful with the selected Applicant(s), the evaluation team may recommend another Applicant(s). The Department will not contact Applicant(s) that are not initially selected to enter into contract negotiations.

2.14. Scope of Award and Contract Award Notice



2.14.1. 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 contract award is contingent on approval by the Governor and Executive Council.

2.14.2. If a contract is awarded, the Applicant must obtain written consent from the Department before any public announcement or news release is issued pertaining to any contract award.

2.15. Site Visits

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

2.16. Protest of Intended Award

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

2.17. Contingency

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

2.18. Ethical Requirements

From the time this RFA is published until a contract 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 RFP, 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 RFA, or similar request for submission and every such Applicant shall be disqualified from submitting any Applicant 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. Application Process

3.1. Overview

- 3.1.1. Application documents must be presented in the order indicated below.
- 3.1.2. Applications must conform to all instructions, requirements and contents indicated below.
- 3.1.3. The Department must receive the Application by the time and date specified in the Procurement Timetable in Section 3.3., and in the manner specified or it will be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 3.1.4. The Department will conduct an initial screening step to verify Applicant compliance with the submission requirements of this RFA. The Department may waive or offer a limited opportunity for an Applicant to cure immaterial deviations from the RFA requirements if it is determined to be in the best interest of the Department.
- 3.1.5. Late submissions that are not accepted will remain unopened and will be discarded. Submission of the Application shall be at the Applicant's expense.

3.2. Application Content

- 3.2.1. A **Transmittal Cover Letter** on the Applicant's letterhead that must:
 - 3.2.1.1. Reference, "**RFA-2023-BEAS-04-BEASN**;"
 - 3.2.1.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the Applicant to contractually obligate the agency or individual;
 - 3.2.1.3. Acknowledge that the Applicant has read this Request for Application, understands it, and agrees to be bound by its requirements;
 - 3.2.1.4. Contain the date that the Application was submitted; and
 - 3.2.1.5. Be signed by an individual who is authorized to bind the Applicant to all statements, including services and prices contained in this Request for Application.
- 3.2.2. **Mandatory Responses** to RFA Questions in Subsection 1.5.
- 3.2.3. **Curriculum Vitae or Resume** of each individual performing functions identified in this RFA.
- 3.2.4. **Licenses, Certificates and Permits** as required by this Request for Application.



3.2.5. **Current Certificate of Insurance**

3.2.6. **Three (3) references for the Applicant.** The Applicant must submit three (3) written references from individuals or organizations who have knowledge of the Applicant’s ability to deliver services applicable to this solicitation. A current Department employee will not be considered a valid reference:

3.2.6.1. Each written reference must include current contact information, a description of work performed, quality of work, and dates of performance.

3.2.6.2. The Department may contact a reference to clarify any information.

3.2.7. **New Hampshire Certificate of Good Standing**

The Department requires, as applicable, every selected Vendor to acquire a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State in accordance with RSA 5:18-a.

3.2.8. **Affiliations – Conflict of Interest Statement** regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

3.2.9. **Appendix B** – Contract Monitoring Provisions.

3.2.10. **Appendix C** – CLAS Requirements.

3.2.11. **Appendix D** – Application for Service Units.

3.2.12. **Appendix E** – Addendum to CLAS Section of RFA – 7-2014 Reformatted

3.2.13. **Appendix G** – Program Staff List Form

3.3. Procurement Timetable and Contact Information

3.3.1. Schedule of Events

Item	Action <i>(All times are according to Eastern Standard Time. The Department reserves the right to modify these dates at its sole discretion.)</i>	Date
1.	RFA Release Date	March 1, 2022
2.	RFA Applicant Questions Submission Deadline	March 16, 2022 11:59 PM
3.	Department Responses to Questions Published	March 31, 2022



4.	Application Submission Deadline	April 6, 2022 12:01 AM
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3.3.2. All questions and applications must be submitted electronically to:

State of New Hampshire
Department of Health and Human Services
Corey R. Nachman, Contract Specialist
Bureau of Contracts & Procurements
129 Pleasant Street
Concord NH 03301
Email: corey.r.nachman@dhhs.nh.gov
Phone: (603) 271-9341

3.3.3. From the date of release of this RFA until an award is made and announced regarding the selection of an Applicant, all communication with personnel employed by or under contract with the Department regarding this RFA is prohibited unless first approved by the RFA Point of Contact listed in Paragraph 3.3.2, herein. Department employees have been directed not to hold conferences and/or discussions concerning this RFA with any potential Vendor during the selection process, unless otherwise authorized by the RFA Point of Contact. Applicants may be disqualified for violating this restriction on communications.

3.4. Applicant's Questions and Answers

- 3.4.1. All questions about this RFA, including but not limited to requests for clarification, additional information or any changes to the RFA must be made in writing, citing the RFA page number and part or subpart, and submitted by email to the Contract Specialist identified in Paragraph 3.3.2.
- 3.4.2. 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.
- 3.4.3. Questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 3.4.4. Questions must be received by the deadline provided in Paragraph 3.3.1, Procurement Timetable.
- 3.4.5. Written answers to questions received will be published on the Department's website on or about the date indicated in Paragraph 3.3.1, Procurement Timetable.

3.5. Validity of Application



Applications must be valid for one hundred eighty (180) days following the deadline for submission in the Procurement Timetable above, or until the Effective Date of any resulting Contract, whichever is later.

4. Appendices

- 4.1. Appendix A – P-37 General Provisions and Standard Exhibits (*for reference only-do not return*)**
- 4.2. Appendix B – Contract Monitoring Provisions**
- 4.3. Appendix C – CLAS Requirements**
- 4.4. Appendix D – Application for Service Units**
- 4.5. Appendix E – Addendum to CLAS Section of RFA**
- 4.6. Appendix F – Counties**
- 4.7. Appendix G – Program Staff List Form**
- 4.8. Appendix H – Budget Sheet**