



State of New Hampshire
Department of Health and Human Services

REQUEST FOR APPLICATIONS
FOR
Complaint Investigation Services
RFA-2023-DLTSS-01-COMPL

RELEASE DATE: March 28, 2023

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1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division of Long Term Supports and Services (“Department”) is seeking responses to this Request for Applications (solicitation) from qualified Applicants to provide statewide Complaint Investigation Services regarding allegations of abuse, neglect and exploitation as well as client rights violations on behalf of individuals with acquired brain disorders or developmental disabilities, pursuant to New Hampshire Administrative Rule He-M 202.

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

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.

Contract Effective Date	7/1/2023	
Contract End Date	6/30/2025	
Renewal Options	The Department may extend contracted services for up to two (2) additional years.	
Funding for the resulting contract(s) is anticipated to be approximately:	\$175,000, inclusive of all contracts awarded. Please see Section 2.2 for payment information.	
Funding Source	The Department anticipates using General funds for resulting contract(s).	
	Assistance Listing #	N/A
	Award Name	N/A
Match Requirements	N/A	
Point of Contact	Ashley Correia, Contract Specialist Ashley.R.Correia@dhhs.nh.gov 603-271-9513	
From the date of release of this solicitation 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 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. Applicants may be disqualified for violating this restriction on communications.		

1.3. Terminology

Acquired Brain Disorders – Defined by He-M 202.02 (b)

- 1.3.1. “Acquired brain disorder” “means a disruption in brain functioning that:
 - 1.3.1.1. Is not congenital or caused by birth trauma;
 - 1.3.1.2. Presents a severe and life-long disabling condition which significantly impairs a person’s ability to function in society;
 - 1.3.1.3. Occurs prior to age 60;
 - 1.3.1.4. Is attributable to one or more of the following reasons:
 - 1.3.1.4.1. External trauma to the brain as a result of:
 - 1.3.1.4.1.1. A motor vehicle incident;
 - 1.3.1.4.1.2. A fall;
 - 1.3.1.4.1.3. An assault; or
 - 1.3.1.4.1.4. Another related traumatic incident or occurrence.
 - 1.3.1.4.2. Anoxic or hypoxic injury to the brain such as from:
 - 1.3.1.4.2.1. Cardiopulmonary arrest;
 - 1.3.1.4.2.2. Carbon monoxide poisoning;
 - 1.3.1.4.2.3. Airway obstruction;
 - 1.3.1.4.2.4. Hemorrhage;
 - 1.3.1.4.2.5. Near drowning;
 - 1.3.1.4.2.6. Infectious diseases such as encephalitis and meningitis;
 - 1.3.1.4.2.7. Brain tumor;
 - 1.3.1.4.2.8. Intracranial surgery;
 - 1.3.1.4.2.9. Cerebrovascular disruption such as a stroke;
 - 1.3.1.4.2.10. Toxic exposure; or
 - 1.3.1.4.2.11. Other neurological disorders, such as Huntington’s disease or multiple sclerosis, which predominantly affect the central nervous system.
 - 1.3.1.5. Is manifested by:
 - 1.3.1.5.1. Significant decline in cognitive functioning and ability; or
 - 1.3.1.5.2. Deterioration in:
 - 1.3.1.5.2.1. Personality;
 - 1.3.1.5.2.2. Impulse control;
 - 1.3.1.5.2.3. Judgment;
 - 1.3.1.5.2.4. Modulation of mood; or
 - 1.3.1.5.2.5. Awareness of deficits.

Developmental Disabilities – Defined by RSA 171-A: 2V

- 1.3.2. “Developmental disability” means a disability:

- 1.3.2.1. Which is attributable to an intellectual disability, cerebral palsy, epilepsy, autism, or a specific learning disability, or any other condition of an individual found to be closely related to an intellectual disability as it refers to general intellectual functioning or impairment in adaptive behavior or requires treatment similar to that required for persons with an intellectual disability; and
- 1.3.2.2. Which originates before such individual attains age 22, has continued or can be expected to continue indefinitely, and constitutes a severe disability to such individual's ability to function normally in society.

1.4. Procurement Timetable

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.		
Item	Action	Date
1.	Solicitation Released	3/28/2023
2.	Letter of Intent Submission Deadline (optional)	4/11/2023
3.	Questions Submission Deadline	4/11/2023 12:00PM
4.	Department Response to Questions Published	4/25/2023
5.	Vendor Solicitation Response Due Date	5/2/2023 12:00PM

1.5. Overview

1.5.1. New Hampshire Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Developmental Services (BDS)

The Bureau of Developmental Services (BDS) joins communities and families in providing opportunities for citizens with developmental disabilities or acquired brain disorders to achieve health and independence. In partnership with individuals, families, and community based service networks, BDS affirms the vision that all citizens should participate in the life of their community while receiving the supports they need to be productive and valued community members.

Pursuant to State Administrative Rule He-M 202,¹ the Bureau of Developmental Services is required to have independent investigators to fulfill the responsibilities associated with complaints relative to individuals receiving developmental services in the community to inject greater independence, confidence and integrity to the complaint process. By contracting these services, the agencies can better concentrate on responding to the findings of the investigations and improve the system to prevent harmful outcomes for individuals with disabilities.

1.5.2. Covered Populations

¹ [He-M 200 \(state.nh.us\)](https://www.nh.gov/He-M-202)

The population served by the selected Applicant(s) will be individuals receiving developmental services from area agencies and community providers, whether due to developmental disability, or acquired brain disorder, statewide.

2. STATEMENT OF WORK

2.1. Scope of Services

- 2.1.1. The selected Applicant(s) must perform statewide complaint investigation services that consist of conducting investigations for alleged abuse, neglect, exploitation, and client rights violations of persons applying for, eligible for, or currently receiving developmental services or acquired brain disorder programs.
- 2.1.2. The selected Applicant(s) must perform investigations within the timeframes set forth, and in accordance with, the requirements of the State of New Hampshire's Administrative Rule He-M 202. Selected Applicant(s) must conduct interviews and submit reports to the Department with a determination as to whether an individual has suffered serious harm.
- 2.1.3. The selected Applicant(s) must be available to provide services for this RFA up to a maximum of thirty-five (35) hours per week for fifty (50) weeks per twelve month period. There will be no minimum number of guaranteed hours per week. The hours will be dependent upon the number of complaints received and assigned by the Office of Client and Legal Services.
- 2.1.4. The selected Applicant(s) must meet the following minimum qualifications for a complaint investigator, pursuant to New Hampshire Administrative Rule He-M 202.09 (a):
 - 2.1.4.1. A bachelor's degree from an accredited college in social work, sociology, psychology, human services, related behavioral services, or criminal justice and experience in performing complaint investigations totaling two (2) years or more; or
 - 2.1.4.2. Experience in developmental disabilities services in new Hampshire totaling three (3) years or more in an area such as:
 - 2.1.4.2.1. Service coordination;
 - 2.1.4.2.2. Program management; or
 - 2.1.4.2.3. Quality assurance.
- 2.1.5. The selected Applicant(s) must provide complaint investigation services to all cases/persons assigned by the Department's Office of Client and Legal Services.
- 2.1.6. The selected Applicant(s) must obtain prior approval of the State through the Department's Office of Client and Legal Services before providing complaint investigation services.
- 2.1.7. The selected Applicant(s) must:
 - 2.1.7.1. Provide complaint investigation services statewide, based on the assigned cases from the Office of Client and Legal Services, by investigating complaints involving abuse, neglect, exploitation, and other rights violations for persons with developmental disabilities or acquired brain disorders, in accordance with New Hampshire Administrative Rule He-M 202.

- 2.1.7.2. Complete complaint investigation services within the timeframes set forth in New Hampshire Administrative Rule He-M 202. Selected Applicant(s) must immediately seek approval from the Department's Office of Client and Legal Services if additional time is needed to complete the investigation. Failure to complete the investigation within the required timeframes without prior approval from Client and Legal Services may result in payment being withheld.
- 2.1.7.3. Perform investigations, including collateral and clinical interviews, with the complainant; the individual; the guardian; the respondent, and any witnesses, to gather data relating to allegations.
- 2.1.7.4. Determine if there is serious harm to the individual.
- 2.1.7.5. Analyze and interpret complex data, policies, regulations and laws, human rights, and service provider procedures to identify possible safeguards and to resolve investigated situations.
- 2.1.7.6. Assess and recommend independent investigation findings and follow-up plans for problem resolution in each investigation, with supervisory and/or peer review, as needed.
- 2.1.7.7. Prepare reports which summarize the issues presented, make investigatory findings of fact, and make determinations regarding the allegations in accordance with New Hampshire Administrative Rule He-M 202.
- 2.1.7.8. Collaborate with provider agencies, legal authorities, and other entities before, during and post investigation.
- 2.1.7.9. Participate in training programs, case reviews, case conferences, peer review meetings, and quality assurance program activities specified in New Hampshire Administrative Rule He-M 202.
- 2.1.7.10. Have a valid driver's license and/or have access to transportation for statewide travel.
- 2.1.8. The selected Applicants must obtain prior written consent from the Office of Client and Legal Services to investigate a complaint where they are deemed to have a conflict of interest or the appearance of a conflict of interest with the assigned case/individual.
- 2.1.9. The selected Applicant(s) will be granted authority as an independent decision-maker acting in a complaint investigation capacity, in accordance with the State of New Hampshire Administrative Rule He-M 202.
- 2.1.10. The selected Applicant(s) must keep records of their activities, per case assigned by the Office of Client and Legal Services, which will include, but is not limited to, hours worked.

2.2. Compensation

- 2.2.1. The rate of compensation is \$40.00 per hour for services provided, inclusive of travel and mileage.
- 2.2.2. The selected Applicant(s) must submit invoices in the format outlined by the Department weekly, for services as outlined above in section 2.1, Scope of Services.

2.3. Reporting

- 2.3.1. The selected Applicant(s) must submit weekly Status Reports, to the Department which include, but are not limited to:
 - 2.3.1.1. Status of each currently assigned investigation;
 - 2.3.1.2. When most recent update/report was provided to the area agency; and
 - 2.3.1.3. Any barriers to completing the investigation on time.
- 2.3.2. The selected Applicant(s) may be required to provide other data and metrics to the Department in a format specified by the Department.

2.4. Mandatory Questions

- 2.4.1. In response to this solicitation, Applicant(s) must respond to the Mandatory Questions below.
 - Q1** Describe your ability to perform the entire scope of services required in this RFA, including the number of hours per week you can dedicate to performing the scope of services, and how you will complete the outlined duties in the requisite timeframes.
 - Q2** Describe your experience working with individuals with developmental disabilities or acquired brain disorders.
 - Q3** Describe your experience conducting complaint investigations, including conducting interviews and summarizing data/findings in reports.
 - Q4** Describe your verbal and written communication skills.

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3. SOLICITATION RESPONSE EVALUATION

3.1. The Department will evaluate responses from Applicant(s) based upon the criteria and standards contained in this solicitation and by applying the points set forth below.

TECHNICAL RESPONSE	POSSIBLE SCORE
Q1 – Ability	30 Points
Q2 – Experience	20 Points
Q3 – Experience	25 Points
Q4 – Communication	25 Points
Total Possible Score	100 Points

4. SOLICITATION RESPONSE PROCESS

4.1. Letter of Intent

- 4.1.1. A Letter of Intent to submit a Response to this solicitation is **optional**.
- 4.1.2. Receipt of the Letter of Intent by Department will be required to receive electronic notification of any solicitation amendments, in the event such are produced; any further materials on this project, including electronic files containing tables required for response to this solicitation; any addenda, corrections, or schedule modifications; notifications regarding any informational meetings for Applicants; or responses to comments or questions.
- 4.1.3. The Letter of Intent must be transmitted by email to the Contract Specialist identified in Subsection 1.2 and include the name, telephone number, mailing address and email address of the Applicant’s designated contact. **Notwithstanding the Letter of Intent, Applicant(s) remain responsible for reviewing the most updated information related to this solicitation before submitting a response.**

4.2. Questions and Answers

4.2.1. Vendors’ Questions

- 4.2.1.1. All questions about this Solicitation including, but not limited to, requests for clarification, additional information or any changes to the Solicitation must be made in writing, by email only, citing the Solicitation page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 1.2.
- 4.2.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 4.2.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 4.2.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

4.2.2. Department Responses

4.2.2.1. The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 1.3, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at (<https://www.dhhs.nh.gov/doing-business-dhhs/contracts-procurement-opportunities>). This date may be subject to change at the Department's discretion.

4.2.3. Exceptions

4.2.3.1. The Department will require the successful Applicant(s) 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 a Contract, the Applicant must note those issues during the Question Period in Subsection 1.3. Applicant(s) may not request exceptions to the Scope of Services or any other sections of this Solicitation.

4.2.3.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion in its response to Applicant questions.

4.2.3.3. Any exceptions to the standard form contract and exhibits that are not raised by an Applicant during the 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.

4.3. Solicitation Amendment

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

5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

5.1. Responses to this Solicitation must be submitted electronically via email to rfx@dhhs.nh.gov **AND** to the Contract Specialist at the email address specified in Subsection 1.2.

5.1.1. The subject line must include the following information:

RFA-2023-DLTSS-01-COMPL (Email xx of xx).

5.2. The maximum size of file attachments per email is 10 MB. Submissions with file attachments exceeding 10 MB must be sent via multiple emails.

5.3. The Department must receive submissions by the time and date specified in the Procurement Timetable in Section 1.3 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.

5.4. The Department will conduct an initial screening step to verify Applicant(s) compliance with the requirements of this Solicitation. The Department may waive or offer a limited opportunity for an Applicant to cure immaterial deviations from the Solicitation requirements if it is deemed to be in the best interest of the Department.

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

6. SOLICITATION RESPONSE REQUIREMENTS

- 6.1. Acceptable solicitation responses must offer all services identified in Section 2 - Statement of Work.

6.2. Technical Response Contents

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

- 6.2.1. **Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 6.2.2. **Appendix C – Transmittal Letter and Vendor Information**, including:
- 6.2.2.1. **Vendor Code Number** - Prior to executing any resulting contract(s), the selected Applicant(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. Applicants are strongly encourage to provide a vendor code number in the Appendix C if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>
- 6.2.3. **Appendix D – Applicant Technical Response to Mandatory Questions**
- 6.2.4. **Resumes** – Applicant(s) 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. Applicant(s) must redact all personal information from resumes.

7. ADDITIONAL TERMS AND REQUIREMENTS

7.1. Non-Collusion

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

7.2. Collaborative Solicitation Responses

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

7.3. Validity of Solicitation Responses

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

7.4. Debarment

- 7.4.1. Applicant(s) who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services

pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this solicitation.

7.5. Property of Department

7.5.1. 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 Applicant(s). The Department reserves the right to use any information presented in any solicitation response provided that its use does not violate any copyrights or other provisions of law.

7.6. Solicitation Response Withdrawal

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

7.7. Confidentiality

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

7.8. Public Disclosure

7.8.1. The information submitted in response to this solicitation (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know laws, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this solicitation will be made accessible to the public online via the New Hampshire Secretary of State website (<https://sos.nh.gov/>).

7.8.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If an Applicant believes any information submitted in response to this solicitation should be kept confidential, the Applicant 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 Applicant claims must be exempt from disclosure as "CONFIDENTIAL." Applicants 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 provide 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. Applicants must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are "CONFIDENTIAL."

7.8.3. Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or

operative law, may be rejected by the Department as not conforming to the requirements of the solicitation.

- 7.8.4. Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in responses or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.
- 7.8.5. Notwithstanding an Applicant'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. Where 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 Applicant that a request has been made, indicate what, if any, information the Department has assessed is confidential and will not release, and specify the planned release date of the remaining portions of the response. To halt the release of information by the Department, an Applicant must initiate and provide to the Department, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.
- 7.8.6. By submitting a response to this solicitation, Applicant(s) acknowledge and agree that:
 - 7.8.6.1. The Department may disclose any and all portions of the response or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this solicitation;
 - 7.8.6.2. The Department is not obligated to comply with an Applicant's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and
 - 7.8.6.3. The Department may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to an Applicant.

7.9. Electronic Posting of RFA Results and Resulting Contract

- 7.9.1. At the time of receipt of responses, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this solicitation, the Department will post the name, rank or score of each responding Applicant. In the event that the resulting contract does not require Governor and Executive Council approval, the Agency will disclose the rank or score at least five (5) business days before final approval of the contract.
- 7.9.2. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to Governor and Executive Council 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, Applicant(s) 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 Governor and Executive Council for approval will be made accessible to the public online.

7.10. Non-Commitment

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

7.11. Liability

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

7.12. Request for Additional Information or Materials

- 7.12.1. The Department may request any Applicant 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 an Applicant with an opportunity to change, extend, or otherwise amend its solicitation response in intent or substance.

7.13. Oral Presentations and Discussions

- 7.13.1. The Department reserves the right to require some or all Applicants 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. Applicants 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 Applicant(s).

7.14. Successful Applicant Notice and Contract Negotiations

- 7.14.1. If an Applicant 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 Applicant(s), all submitted solicitation responses 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. The Department will not contact Applicants that are not initially selected to enter into contract negotiations.

7.15. Scope of Award and Contract Award Notice

- 7.15.1. The Department reserves the right to award a service, part of a service, group of services, or total solicitation response and to reject any and all solicitation responses in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.
- 7.15.2. If a contract is awarded, the selected Applicant(s) must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

7.16. Site Visits

- 7.16.1. The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at an Applicant's location or at any other location deemed appropriate by the Department, to determine an Applicant's capacity to satisfy the terms of this solicitation. The Department may also require an Applicant to produce additional documents, records, or materials relevant to determining the Applicant'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 Applicant(s).

7.17. Protest of Intended Award

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

7.18. Contingency

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

7.19. Ethical Requirements

7.19.1. From the time this solicitation 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 a solicitation, 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 whom 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 Applicant shall be disqualified from submitting any solicitation response 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.

7.20. Liquidated Damages

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

8. COMPLIANCE

8.1. The selected Applicant(s) must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.

8.2. The selected Applicant(s) may be required to participate in monitoring activities for the resulting contract(s), at the sole discretion of the Department, including, but not limited to:

8.2.1. Site visits.

8.2.2. File reviews.

8.2.3. Staff training.

8.3. Records

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

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

8.3.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.3.1.3. Records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

8.4. Credits and Copyright Ownership

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

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

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

8.4.3.1. Brochures.

8.4.3.2. Resource directories.

8.4.3.3. Protocols.

8.4.3.4. Guidelines.

8.4.3.5. Posters.

8.4.3.6. Reports.

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

8.5. Culturally and Linguistically Appropriate Services

8.5.1. The selected Applicants are required to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.

8.5.2. The selected Applicants are required to complete Appendix B, Culturally and Linguistically Appropriate Services (CLAS) Requirements as part of their solicitation response. This is in accordance with Federal civil rights laws and intended to help inform Applicant(s) program design, which in turn, will allow an Applicant to put forth the best possible solicitation response.

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

8.5.3.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and

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

8.6. Confidential Data

8.6.1. The selected Applicant(s) must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Exhibit K, DHHS Information Security Requirements.

8.6.2. Upon request, the selected Applicant must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the selected Applicant if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the selected Applicant must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

8.6.2.1. How PII is gathered and stored;

8.6.2.2. Who will have access to PII;

8.6.2.3. How PII will be used in the system;

8.6.2.4. How individual consent will be achieved and revoked; and

8.6.2.5. Privacy practices.

8.6.3. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

8.7. Department Owned Devices, Systems and Network Usage

- 8.7.1. If the selected Applicant is authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, the selected Applicant must:
- 8.7.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
 - 8.7.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
 - 8.7.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 8.7.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
 - 8.7.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 8.7.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
 - 8.7.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
 - 8.7.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
 - 8.7.1.9. Agree when utilizing the Department's email system:
 - 8.7.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 8.7.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 8.7.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

- 8.7.2. If the selected Applicant has a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, they must:
 - 8.7.2.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 8.7.2.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.
 - 8.7.2.3. Agree they will only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.
 - 8.7.2.4. Agree, if they are found to be in violation of any of the above-Department terms and conditions of the Contract, the contract may be terminated and/or face criminal and/or civil prosecution, if the act constitutes a violation of law.
- 8.7.3. Workspace Requirement
 - 8.7.3.1. If applicable, the Department will work with selected Applicant to determine requirements for providing necessary workspace and Department equipment for its End Users.

8.8. Contract End-of-Life Transition Services

8.8.1. General Requirements

- 8.8.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the selected Applicant to the Department and, if applicable, the selected Applicant engaged by the Department to assume the Services previously performed by the selected Applicant for this section the new selected Applicant shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the selected Applicant must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- 8.8.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 8.8.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

- 8.8.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 8.8.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 8.8.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit K: *DHHS Information Security Requirements*.

8.8.2. Completion of Transition Services

- 8.8.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
- 8.8.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: *DHHS Information Security Requirements*.

8.8.3. Disagreement over Transition Services Results

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

8.9. Audit Requirements

- 8.9.1. The selected Applicant(s) must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.9.1.1. Condition A – The selected Applicant 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.
 - 8.9.1.2. Condition B – The selected Applicant 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.
 - 8.9.1.3. Condition C – The selected Applicant is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

- 8.9.2. If Condition A exists, the selected Applicant(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 Applicant'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.
- 8.9.3. If Condition B or Condition C exists, the selected Applicant(s) shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Applicant's fiscal year.
- 8.9.4. Any selected Applicant 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 Applicant is high-risk.
- 8.9.5. 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 Applicant(s) that the selected Applicant(s) shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract(s) to which exception has been taken, or which have been disallowed because of such an exception.

9. APPENDICES TO THIS SOLICITATION

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