



State of New Hampshire
Department of Health and Human Services

REQUEST FOR APPLICATIONS

FOR

Pharmacy Services for Glenclyff Home

RFA-2024-GLENCLIFF-01-PHARM

RELEASE DATE: March 7, 2023

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New Hampshire Department of Health and Human Services
 Pharmacy Services For Glencliff Home

1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Glencliff Home (“Department”) is seeking responses to this Request for Applications (solicitation) from qualified Vendors to provide Pharmacy Services to meet the medication needs of up to 120 geriatric/psychiatric patients who have developmental disabilities and/or mental illness at the Glencliff Home in Benton, New Hampshire.

The selected Vendor must hold a Pharmacy license issued by the New Hampshire Board of Pharmacy as either a resident or non-resident/mail order pharmacy or acquire such license prior to award of contract. Additionally, the selected Vendor must ensure that pharmacy services are provided by a qualified licensed pharmacist.

The Department anticipates awarding one (1) contract 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 four (4) additional years.	
Funding for the resulting contract(s) is anticipated to be approximately:	\$21,600 per State Fiscal Year limitation. The Department will reimburse the Vendor monthly based on an all-inclusive rate of \$15.00 per resident per month multiplied by the highest resident census given on one day in each month.	
Funding Source	The Department anticipates using General and Other funds for the resulting contract.	
	Assistance Listing #	N/A
	Award Name	N/A
Match Requirements	N/A	
Point of Contact	Corey Nachman, Contract Specialist Corey.R.Nachman@dhhs.nh.gov 603-271-9341	

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

1.3. Procurement Timetable

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.		
Item	Action	Date
1.	Solicitation Released	March 7, 2023
2.	Letter of Intent Submission Deadline (optional)	March 14, 2023
3.	Questions Submission Deadline	March 21, 2023 12:00PM
4.	Department Response to Questions Published	March 31, 2023
5.	Vendor Solicitation Response Due Date	April 11, 2023 12:00PM

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Glencliff Home

The Department of Health and Human Services is the largest state government agency in New Hampshire and is responsible for the health, safety and well-being of the citizens of New Hampshire. The Department provides services for children, adults, and families, and administers various programs throughout New Hampshire. These services are provided via contracts or partnerships with families, community groups, private providers, other state and local government entities, and many citizens throughout the state. The Department also makes behavioral health services available through community mental health centers and institutions such as NHH and Glencliff Home.

NHH Glencliff Home provides high quality long-term psychiatric and medical care in a home-like residential environment for New Hampshire residents who have a developmental disability or mental illness, with an emphasis on independence, dignity, and acceptance. Glencliff Home offers long term medical care in a supervised safe therapeutic environment while ensuring the highest quality of life as possible.

1.4.2. Objective

This Request for Applications (RFA) is published to solicit applications from Vendors for the provision of medication services to meet the needs of up to 120 geriatric and psychiatric patients.

The selected Vendor must ensure all patient medication needs and Glencliff Home Administration needs are provided in a timely manner and in accordance with federal and state rules, laws, and policies.

1.5. Covered Populations

The selected Vendor must provide pharmacy services for up to 120 residents at the Glencliff Home. The selected Vendor must customize their pharmacy services to meet the unique needs of the geriatric/psychiatric resident population.

2. STATEMENT OF WORK

2.1. Scope of Services

2.1.1. The selected Vendor must provide pharmacy services in a safe and secure manner that is in accordance with all standards and requirements of the:

2.1.1.1. State of New Hampshire Board of Pharmacy, PH 706 Pharmaceutical Care Standards, and;

2.1.1.2. Centers for Medicare and Medicaid (CMS) 42 CFR 483.

Q1 *What is your organization's experience in administering medications in a controlled medical environment to populations similar to the one described in 1.5., Covered Populations?*

2.1.2. The selected Vendor must hold a license issued by the New Hampshire Board of Pharmacy as either a resident or non-residential/mail order pharmacy or acquire such license prior to award of contract.

2.1.3. The selected Vendor must have a New Hampshire licensed pharmacist available to Glencliff Home twenty-four (24) hours per day, three hundred sixty-five (365) days per year to receive and approve orders for prescription medications.

2.1.4. The selected Vendor must have a New Hampshire licensed pharmacist available by electronic pager or means (with a maximum one hour telephone response) for phone consultation only, twenty-four (24) hours per day three hundred sixty-five (365) days per year.

2.1.5. The selected Vendor must provide Glencliff Home with prescribed medications for residents as ordered by physicians, nurse practitioners, and physician assistants under the following terms:

2.1.5.1. When a prescription order, re-order, or relabeling request is received as described in Paragraph 2.1.3, the selected Vendor must ensure deliveries occur within twenty-four (24) hours of receipt;

2.1.5.2. Medications must be delivered securely to the Director of Nursing or designee in a mutually agreed upon manner such as courier or, express mail, in accordance with the New Hampshire State Board of Pharmacy regulations, and Exhibit K: NH DHHS Information Security Requirements which is included in Appendix A;

2.1.5.3. When available, the selected Vendor must substitute generic drugs approved by the federal government that fall into the AB generic drug category. Generic substitution must not occur when the prescriber's order specifically states "Brand Medically Necessary;"

2.1.5.4. Individual prescriptions must be dispensed as ordered by the prescribers as follows:

- 2.1.5.4.1. Within a patient specific unit dose drug delivery system for the time period specified in the prescription; and,
- 2.1.5.4.2. Prescriptions must be delivered as ordered.
- 2.1.5.5. Individual prescribed solid dosage medication must be provided in a punch card supply as required by Medicare D. Other changes in solid dosage medication packaging must be mutually agreed upon by Glenclyff Home and The selected Vendor;
- 2.1.5.6. Solid forms of medications must be unit dosed in a properly sealed package for each resident;
- 2.1.5.7. Liquid forms of medications must be provided in individual packaging (bulk or unit dose) that is least expensive to Glenclyff Home, unless one method is specifically requested by the Glenclyff Home; and,
- 2.1.5.8. Cassette exchanges must be completed or approved by a pharmacist.
- 2.1.6. The selected Vendor must supply and maintain four (4) secure medication carts set up for unit dosed package distribution as follows:
 - 2.1.6.1. Each secured cart must have the capacity to accommodate medication storage for up to forty (40) residents per unit.
 - 2.1.6.2. Each cart must include individual resident bins with dividers to separate medications alphabetically to ensure the delivery of medication in a safe, accurate and timely manner;
 - 2.1.6.3. Each cart must have a double locked area for the storage of controlled substances and additional drawers for the storage of external preparations and liquid medications must be combined in this self-contained unit; and,
 - 2.1.6.4. An additional securable cart meeting requirements 2.1.6.1 through 2.1.6.4. must be available upon request by the Glenclyff Home;
- 2.1.7. The selected Vendor must provide preventative maintenance and repairs, general “infection control” cleaning and upkeep of the five individual secured medication carts as requested by Glenclyff Home. The selected Vendor is responsible for the cost of maintenance and repairs at no additional cost to the Department.
- 2.1.8. The selected Vendor must provide two (2) secure tamper proof boxes of medications for Emergency/Contingency use. The Selected Vendor must:
 - 2.1.8.1. Monitor and restock these boxes; and,
 - 2.1.8.2. Supply the quantity and contents of the boxes with prescribed medications as mutually agreed upon by both parties.
- 2.1.9. The selected Vendor must be able to supply psychotropic drugs to Glenclyff Home residents who are hospitalized at New Hampshire Hospital at Concord, NH, Dartmouth Hitchcock Medical Center in Lebanon, NH, Cottage Hospital, Woodsville, NH, or any other medical facility designated by Glenclyff Home.
- 2.1.10. The selected Vendor must ensure the proper storage, and accountability of maintenance medications and/or controlled substances that are dispensed to Glenclyff Home residents and/or brought onto Glenclyff Home premises.

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- 2.1.11. The selected Vendor must destroy and dispose of unused medications and controlled substances that are no longer needed and cannot be returned for credit per applicable law.
- 2.1.12. The selected Vendor must provide containers for the purpose of medication and device disposal such as but not limited to Sharps containers for syringes, lancets, etc.
- 2.1.13. The selected Vendor must accept returns of unopened unit dose packaging and credit the patient's billing party for unused medications in accordance with New Hampshire State Board of Pharmacy regulation Ph 704.07.
- 2.1.14. The selected Vendor must complete a Retrospective Drug Utilization Review jointly at least every thirty (30) days by monitoring medications for potential food/drug interactions as well as potential incompatibilities for both prescription and over the counter products. The selected Vendor must:
 - 2.1.14.1. Have the review completed by a licensed pharmacist and in accordance with CMS 42 CFR 483;
 - 2.1.14.2. Complete the review at the Glencliff Home with the Glencliff Home facility staff; and,
 - 2.1.14.3. Submit copies of the completed review, including any irregularities, to the Glencliff Home's attending physician, Medical Director and Director of Nursing within fifteen (15) days from the date of review.
- 2.1.15. The selected Vendor must complete a Prospective/Concurrent Drug Utilization Review every 30 days of each resident's drug regimen, listing potential interactions, incompatibilities, excessive dosages, acceptable indications for use and adequate monitoring (i.e. of every 6 month DISCUS testing, labs, etc.). The selected Vendor must:
 - 2.1.15.1. Have the review completed by a licensed pharmacist and in accordance with CMS 42 CFR 483;
 - 2.1.15.2. Complete the review at the Glencliff Home with the Glencliff Home facility staff; and,
 - 2.1.15.3. Submit copies of the completed review, including any irregularities, to the Glencliff Home's attending physician, Medical Director and Director of Nursing within fifteen (15) days from the date of review.
- 2.1.16. The selected Vendor must provide Medication Administration Records (MARs) and Physician's Order Sheets monthly to the Director of Nursing. The selected Vendor must:
 - 2.1.16.1. Ensure the MAR sheets include necessary special instructions for the proper administration of the medication/substance, such as, "after meals", "with food", "may crush," open capsule and place contents in...", and as required by Glencliff for each individual patient;
 - 2.1.16.2. Include on both forms special information pertinent to the patient, such as diagnoses, identification number, and other information as required by Glencliff Home's Administrator or Director of Nursing for each individual patient; and,

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- 2.1.16.3. Deliver MAR sheets or make available electronically to Glencliff Home at least five days prior to the beginning of each new month to allow time for review and implementation by the nursing staff.
- 2.1.17. The selected Vendor must have the ability to use the Department contracted web-based MatrixCare Achieve software for:
 - 2.1.17.1. Receiving prescriber orders by electronic prescribing (the electronic generation, transmission and filling, refilling, or changing of medical prescriptions); and,
 - 2.1.17.2. Using Glencliff Home's Electronic Medication Administration Record (EMAR).
- 2.1.18. The Department may, at its sole expense, conduct reference and screening of the selected Vendor's Project Manager and Key Project Staff.
- 2.1.19. If the selected Vendor's End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) and/or access a Department system, application or subscription, and/or the State's network in the fulfillment of this Agreement, the selected Vendor must:
 - 2.1.19.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines including Exhibit K: NH DHHS Information Security Requirements , and complete applicable trainings as required;
 - 2.1.19.2. 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;
 - 2.1.19.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 2.1.19.4. 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;
 - 2.1.19.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 2.1.19.6. Only install authorized software on any Department equipment unless authorized by the Department's Information Security Office or designee;
 - 2.1.19.7. 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."

- 2.1.19.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 2.1.19.9. Agree when utilizing the Department's email system:
 - 2.1.19.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 2.1.19.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 2.1.19.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:
 - 2.1.19.9.4. 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."
- 2.1.19.10. Vendor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
 - 2.1.19.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 2.1.19.10.2. 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 awarded Contract and annually throughout the Contract term.
 - 2.1.19.10.3. Agree End User's will only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.
 - 2.1.19.10.4. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
 - 2.1.19.10.5. Agrees to notify the State a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess State credentials and/or badges or who have system privileges. If End Users who possess State

credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Vendor agrees to notify the State's Information Security Office or designee immediately.

- 2.1.19.11. If applicable, the State will work with selected Vendor to determine requirements for providing necessary workspace and State equipment for its End Users.
- 2.1.20. The selected Vendor must accept medication orders written on physician's order sheets submitted by the Glenclyff Home via facsimile machine.
- 2.1.21. The selected Vendor must provide four fax machines to be placed in the nursing units for faxing of prescription orders, reports, etc.

Q2 *Describe your ability to adhere to the Department's Exhibit K: NH DHHS Information Security Requirements.*

2.2. Pharmaceutical Unit Inspections

- 2.2.1. The selected Vendor's licensed pharmacist(s) must complete pharmaceutical unit inspections at least once every thirty (30) days of all medication usage and storage areas within the facility.
- 2.2.2. The selected Vendor must provide a report and copies of said inspections to Glenclyff Home's Director of Nursing within 10 days from the date of the inspection.
- 2.2.3. The selected Vendor must conduct the inspection in compliance and in accordance with CMS requirements, 42 CFR 483 and New Hampshire Board of Pharmacy.

2.3. Documentation and Reference Materials

- 2.3.1. The selected Vendor must:
 - 2.3.1.1. Provide a copy of their Policies and Procedures specific to the Glenclyff Home's pharmaceutical services;
 - 2.3.1.2. Provide Patient Education Leaflets that include risk/benefit drug information to share with the residents/legal representatives and nursing staff;
 - 2.3.1.3. Provide five (5) reference notebooks that contain at a minimum medication descriptions and side effects, for each nursing unit and the nursing coordinators' office, and keep said reference notebooks up-to-date;
 - 2.3.1.4. Provide Proof of Use sheets for Controlled Substances; and,
 - 2.3.1.5. Provide eight (8) Nurses' Drug Review handbooks. The selected Vendor must provide yearly updates of the Nurses' Drug Review handbooks.

2.4. Education and In-Service Trainings

- 2.4.1. The selected Vendor must provide continuing education and in-service trainings. The selected Vendor must provide at a minimum the following:

- 2.4.1.1. Within ten (10) days of the contract effective date, provide an in-person overview of the implementation of contracted services to the Glenclyff Home's Administrator, Director of Nursing, and other personal designated by the Department that must include:
 - 2.4.1.1.1. A prepared agenda covering the overview topics;
 - 2.4.1.1.2. A draft overview and agenda for approval by the Glenclyff Home's Administrator to meet requirement in Section 2.4.1.1; and,
 - 2.4.1.1.3. Meeting minutes.
 - 2.4.1.2. Within thirty (30) days of the contract effective date, provide an in-person overview as approved in Section 2.4.1.1 of the contracted pharmacy services at a minimum to Glenclyff Home's nursing staff;
 - 2.4.1.3. A minimum of four (4) ongoing education programs as requested by Glenclyff Home's Administrator. The selected Vendor must make arrangements at least one (1) month prior to the scheduled date of the presentation for the mutual agreement of the topic, date and time;
 - 2.4.1.4. Skin care consultation;
 - 2.4.1.5. NH Board of Nursing approved intravenous (IV) certification course, including pic line training, at least once per year, if requested;
 - 2.4.1.6. Reviews and updates to the JCAHO/CMS Standards and their impact on the Glenclyff Home; and,
 - 2.4.1.7. Monthly newsletters regarding new drug updates and other related information as indicated/requested.
- Q3** *Provide your staffing plan that demonstrates your ability to provide services. Include:*
- a. Your organizational chart including the number of full time equivalent staff (FTE) paid for under this agreement.*
 - b. Curriculum Vitae/Resumes and/or credentials of key staff, for filled positions.*
 - c. Job descriptions for vacant positions.*
 - d. Any specialized staff training completed relevant to providing services in this RFA.*
 - e. Describe your knowledge of federal and state healthcare rules and laws.*

2.5. Staffing

- 2.5.1. The selected Vendor must provide sufficient licensed and trained staff to provide the services in this RFA.
- 2.5.2. The selected Vendor must provide a copy of said licenses to Glenclyff Home's Administrator by July 1 of each year.

2.6. Finance

- 2.6.1. The scope of work will be funded with 78% Other Funds (Agency Income) and 22% General Funds.

- 2.6.2. The Vendor shall bill third party payers for all fees covered by the all-inclusive rate described in 2.6.4, except for Pharmaceutical Unit Inspections in Subsection 2.2., to recoup the cost of the medications ordered and associated services.
- 2.6.3. The Vendor shall directly bill to Medicaid, Medicare D and other third party plans as well as to the responsible party for “private” pay residents. “Private” pay residents shall be billed the same price as Medicare billed residents. The residents shall be billed for the exact amount utilized, not for the expected usage.
- 2.6.4. The Department will reimburse the Vendor monthly based on an all-inclusive rate of \$15.00 per resident per month multiplied by the highest resident census given on one day in each month.

2.7. Reporting

- 2.7.1. The selected Vendor must provide a monthly medication dispensing report within ten (10) days after the close of the month and must include at a minimum the following:
 - 2.7.1.1. Patient Name;
 - 2.7.1.2. Date drug was ordered, date delivered, and who ordered the medication;
 - 2.7.1.3. RX#;
 - 2.7.1.4. Name of Drug;
 - 2.7.1.5. MFG;
 - 2.7.1.6. NDC#;
 - 2.7.1.7. Quantity Dispensed; and,
 - 2.7.1.8. Price billed.
 - 2.7.2. The selected Vendor must complete a quarterly (every ninety (90) days) audit for the accountability of medication ordered, dispensed, delivered, used and billed and provide a report of said audit to the Glencliff Home’s Administrator and Director of Nursing within thirty (30) days from the date of the audit.
 - 2.7.3. The selected Vendor must participate in meetings with Glencliff Home on a monthly basis, or as otherwise requested by Glencliff Home’s Administrator. In addition, the selected Vendor must attend Pharmacy and Therapeutics Committee meetings, regulatory agency visits, and quality assurance meetings as necessary.
 - 2.7.4. In the event of negative outcomes by a regulatory agency’s visit, the selected Vendor must provide a written correction action plan to Glencliff Home’s Administrator within ten (10) days from the date they were informed by the Glencliff Home.
- Q4** *Describe your ability to perform the entire scope of work in this RFA, including capacity to provide services on site to meet the medical requirements of Glencliff Home patients.*

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3. SOLICITATION RESPONSE EVALUATION

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

TECHNICAL RESPONSE	POSSIBLE SCORE
Experience (Q1)	15 Points
Data Confidentiality (Q2)	5 Points
Capacity (Q3)	10 Points
Ability (Q4)	20 Points
Technical Response – Total Possible Score	50 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 Vendors; or responses to comments or questions.
- 4.1.3. The Letter of Intent must be transmitted by email to the Contract Specialist identified in Subsection 1.2 and include the name, telephone number, mailing address and email address of the Vendor’s designated contact. **Notwithstanding the Letter of Intent, Vendors remain responsible for reviewing the most updated information related to this solicitation before submitting a response.**

4.2. Questions and Answers

4.2.1. Vendors’ Questions

- 4.2.1.1. All questions about this Solicitation including, but not limited to, requests for clarification, additional information or any changes to the Solicitation must be made in writing, by email only, citing the Solicitation page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 1.2.
- 4.2.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.

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

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

4.2.2. Department Responses

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

4.2.3. Exceptions

4.2.3.1. The Department will require the successful Vendor to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the Question Period in Subsection 1.3. Vendors may not request exceptions to the Scope of Services or any other sections of this Solicitation.

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

4.2.3.3. Any exceptions to the standard form contract and exhibits that are not raised by a Vendor during the Question Period may not be considered. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this Solicitation.

4.3. Solicitation Amendment

4.3.1. The Department reserves the right to amend this Solicitation by publishing any addenda, as it deems appropriate, prior to the Submission Deadline on its own initiative or in response to issues raised through Vendor questions. In the event that an addendum is published, the Department 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-2024-GLENCLIFF-01-PHARM (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 Vendor compliance with the requirements of this Solicitation. The Department may waive or offer a limited opportunity for a Vendor to cure immaterial deviations from the Solicitation requirements if it is deemed to be in the best interest of the Department.
- 5.5. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of solicitation responses shall be at the Vendor's expense.

6. SOLICITATION RESPONSE REQUIREMENTS

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

6.2. Technical Response Contents

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

- 6.2.1. **Appendix B – Transmittal Letter and Vendor Information**, including:

- 6.2.1.1. **Vendor Code Number** - Prior to executing any resulting contract(s), the selected Vendor(s) will be required to provide a vendor code number issued by the State of New Hampshire Department of Administrative Services upon registering as an authorized vendor with the State. Vendors are strongly encourage to provide a vendor code number in the Appendix D if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>;

- 6.2.2. **Appendix C – Vendor Technical Response to Mandatory Questions; and,**

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

- 6.2.4. **Proof of Licensure.**

7. ADDITIONAL TERMS AND REQUIREMENTS

7.1. Non-Collusion

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

7.2. Collaborative Solicitation Responses

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

7.3. Validity of Solicitation Responses

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

7.4. Debarment

Vendors who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this solicitation.

7.5. Property of Department

Any material property submitted and received in response to this solicitation will become the property of the Department and will not be returned to the Vendor. The Department reserves the right to use any information presented in any solicitation response provided that its use does not violate any copyrights or other provisions of law.

7.6. Solicitation Response Withdrawal

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

7.7. Confidentiality

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

7.8. Public Disclosure

- 7.8.1. The information submitted in response to this solicitation (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know laws, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this solicitation will be made accessible to the public online via the New Hampshire Secretary of State website (<https://sos.nh.gov/>).
- 7.8.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A: 5, IV. If a Vendor believes any information submitted in response to this solicitation should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be

exempt from disclosure as “CONFIDENTIAL.” Vendors must also provide a letter to the person listed as the point of contact for this solicitation, identifying the specific page number and section of the information considered to be confidential, commercial or financial and providing the rationale for each designation. Marking or designating an entire submission, attachment or section as confidential shall neither be accepted nor honored by the Department. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are “confidential.”

- 7.8.3. Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the Department as not conforming to the requirements of the solicitation.
- 7.8.4. Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in responses or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.
- 7.8.5. Notwithstanding a Vendor’s designations, the Department is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in response to the solicitation. If a request is made to the Department to view or receive copies of any portion of the response that is marked confidential, the Department shall first assess what information it is obligated to release. The Department will then notify the Vendor that a request has been made, indicate what, if any, information the Department has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the response. To halt the release of information by the Department, a Vendor must initiate and provide to the Department, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.
- 7.8.6. By submitting a response to this solicitation, Vendors acknowledge and agree that:
- 7.8.7. The Department may disclose any and all portions of the response or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this solicitation;
- 7.8.8. The Department is not obligated to comply with a Vendor’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and
- 7.8.9. The Department may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

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 Vendor. 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 G&C for approval, including contracts resulting from this solicitation, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a response to this solicitation, vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this solicitation), any contract resulting from this solicitation that is submitted to G&C for approval will be made accessible to the public online.

7.10. Non-Commitment

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

7.11. Liability

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

7.12. Request for Additional Information or Materials

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

7.13. Oral Presentations and Discussions

The Department reserves the right to require some or all Vendors to make oral presentations of their solicitation response. The purpose of the oral presentation is to clarify and expound upon information provided in the written solicitation response. Vendors are prohibited from altering the original substance of their solicitation response during the oral presentations. The Department will use the information gained from oral presentations to refine the technical review scores. Any and all costs associated with an oral presentation shall be borne entirely by the Vendor.

7.14. Successful Vendor Notice and Contract Negotiations

If a Vendor is selected, the Department will send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Vendor, all submitted solicitation

responses remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Vendor, the evaluation team may recommend another Vendor. The Department will not contact Vendor(s) that are not initially selected to enter into contract negotiations.

7.15. Scope of Award and Contract Award Notice

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

7.15.2. If a contract is awarded, the selected Vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

7.16. Site Visits

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

7.17. Protest of Intended Award

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

7.18. Contingency

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

7.19. Ethical Requirements

From the time this solicitation is published until a contract is awarded, no Vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded a solicitation, or similar submission. Any Vendor that violates RSA 21-G: 38 shall be subject to prosecution for an offense under RSA 640:2. Any Vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting a response to this solicitation, or similar request for submission and every such Vendor shall be disqualified from submitting any solicitation response or similar request for submission issued by any state agency. A Vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed,

results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

7.20. Liquidated Damages

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

8. COMPLIANCE

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

8.2. The selected Vendor 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; and,

8.2.3. Staff training.

8.3. Records

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

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

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

8.3.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

- 8.3.2. During the term of the resulting contract(s) and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting contract(s) for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report, the Department must 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 selected Vendor.

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; and,
 - 8.4.3.6. Reports.
- 8.4.4. The selected Vendor must not reproduce any materials produced under the contract without prior written approval from the Department.

8.5. Background Checks

- 8.5.1. Prior to permitting any individual to provide services under the resulting Contract, the selected Vendor must ensure that said individual has undergone:
- 8.5.1.1. A criminal background check, at the selected Vendor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served. Additionally, the selected Vendor must not utilize any End Users (as defined in the DHHS Information Security Requirements, Exhibit K) to fulfill the obligations of the resulting Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or

otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The selected Vendor must initiate a criminal background check re- investigation of all employees, volunteers, interns, and subcontractors assigned to this Contract every five (5) years. The five (5) year period will be based on the date of the last Criminal Background Check conducted by the selected Vendor.

- 8.5.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;

8.6. Confidential Data

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

- 8.6.1.1. How PII is gathered and stored;
- 8.6.1.2. Who will have access to PII;
- 8.6.1.3. How PII will be used in the system;
- 8.6.1.4. How individual consent will be achieved and revoked; and
- 8.6.1.5. Privacy practices.

8.6.2. 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. State Owned Devices, Systems and Network Usage

8.7.1. If the selected Vendor's workforce or its subcontractor's workforce is authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the State network in the fulfilment of this Agreement, the selected Vendor must:

- 8.7.1.1. Sign and abide by applicable Department and NH Department of Information Technology (DOIT) use agreements, policies, standards, procedures and/or guidelines;
- 8.7.1.2. Use the information solely for conducting official Department business;
- 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

state. At all times the selected Vendor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the state. Only equipment or software owned, licensed, or being evaluated by the State can be used by the selected Vendor. Non-standard software must not be installed on any equipment unless authorized by the Department's Information Security Office;

8.7.1.5. Agree that email and other electronic communication messages created, sent, and received on a state-issued email system are the property of the State of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "state-funded email systems." The selected Vendor must understand and agree that use of email must follow Department and DOIT standard policies. When utilizing the Department's email system, the selected Vendor must:

8.7.1.5.1. Include in the signature lines information identifying the contractor as a non-state employee; and

8.7.1.5.2. Contain the following embedded confidentiality notice:

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. The State internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to policy. At no time should the State's internet be used for personal use or used by the selected Vendor without written approval by the Department's Information Security Office.

8.7.3. All workforce members of the selected Vendor or its subcontractors with a workspace in a Department building and/or facility must sign the Department's Business Use and Confidentiality Agreement upon execution of the agreement and annually until contract end.

8.8. Contract End-of-Life Transition Services

8.8.1. If applicable, upon termination or expiration of the resulting Contract(s), the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the selected Vendor to the Department and, if applicable, the Vendor engaged by the Department to assume the Services previously performed by the selected Vendor for this section the new vendor shall be known as "Recipient"). Contract end of life services shall be provided at no additional cost. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the selected Vendor must begin working with the Department and if applicable, the new Recipient to develop a

Data Transition Plan (DTP). The Department shall provide the DTP template to the selected Vendor.

- 8.8.2. The selected Vendor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the selected Vendor and their Affiliates 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 selected Vendor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 8.8.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of State Data is complete.
- 8.8.4. The internal planning of the Transition Services by the selected Vendor and its Affiliates shall be provided to the Department and if applicable the Recipient on a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 8.8.5. Should the data Transition extend beyond the end of the resulting Contract(s), the selected Vendor and its affiliates agree Contract Information Security Requirements, and if applicable, the Department's Business Associates Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 8.8.6. In the event where the selected Vendor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and selected Vendor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.

8.9. Audit Requirements

- 8.9.1. The selected Vendor 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 Vendor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year;
 - 8.9.1.2. 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; or,
 - 8.9.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

- 8.9.2. 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 Vendor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 8.9.3. 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.
- 8.9.4. Any selected Vendor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Vendor is high-risk.
- 8.9.5. 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 Vendor that the selected Vendor 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 – Transmittal Letter and Vendor Information**
- 9.3. Appendix C – Technical Response to Questions**