



State of New Hampshire
Department of Health and Human Services

REQUEST FOR APPLICATIONS

FOR

System of Care for Healthy Aging
Planning and Reporting Consultation

RFA-2024-DLTSS-01-SYSTE

RELEASE DATE: February 6, 2024

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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 consultation and assistance to the Department for the purpose of developing a plan to establish and maintain a System of Care for Healthy Aging, and to assist in the production of reports for State Fiscal Years (SFYs) 2024 and 2025.

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 | Upon Governor and Executive Council approval (estimated April 2024) | |
| Contract End Date | June 30, 2025 | |
| Renewal Options | The Department may extend contracted services for up to four (4) additional years. | |
| Funding for the resulting contract is anticipated to be approximately: | \$200,000 | |
| Funding Source | The Department anticipates using General funds for resulting contract. | |
| | Assistance Listing # | N/A |
| | Award Name | N/A |
| Match Requirements | N/A | |
| Point of Contact | Janine Corbett, Contract Specialist Janine.S.Corbett@dhhs.nh.gov 603-271-9669 | |
| 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. Procurement Timetable

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.

New Hampshire Department of Health and Human Services
 System of Care for Healthy Aging Planning and Reporting Consultation

| Item | Action | Date |
|------|---|-------------------------------------|
| 1. | Solicitation Released | 2/6/2024 |
| 2. | Letter of Intent Submission Deadline (optional) | 2/13/2024 |
| 3. | Questions Submission Deadline | 2/13/2024 12:00 PM - Noon |
| 4. | Department Response to Questions Published | 2/27/2024 |
| 5. | Applicant Solicitation Response Due Date | 3/5/2024 12:00 PM - Noon |

1.4. Background

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

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

The Division of Long Term Supports and Services (DLTSS), Bureau of Elderly and Adult Services (BEAS), operates within the Department “to join communities and families in providing opportunities for citizens to achieve health and independence.” Aligned with this mission, BEAS’s vision is to advance the Department’s efforts in understanding, serving, supporting, and celebrating aging across the state. BEAS is responsible for the development of comprehensive and coordinated services for older adults, ages sixty (60) and older, and adults with disabilities between the ages of eighteen (18) through fifty-nine (59). BEAS prioritizes these services to those individuals with the greatest economic and social needs, and to New Hampshire’s most vulnerable older adults and adults with disabilities.

BEAS works with federal, state, and local agencies, service providers, private volunteer and business sectors, and constituent groups to collectively plan and coordinate a person-centered service delivery system. Contracting and collaborating with these entities helps BEAS to develop, coordinate, and deliver needed services to eligible older adults and adults with disabilities.

BEAS is designated by the New Hampshire Legislature as the State’s Unit on Aging, under the Older American’s Act (OAA) of 1965, as amended. Under this designation, BEAS has the responsibility, authority, and opportunity to develop and administer the State Plan on Aging (SPOA) in accordance with all requirements of the OAA. Strategic goals within the State Plan include:

- Supporting older people to stay active and healthy;

- Promoting person-centered thinking and practices;
- Ensuring the rights, safety, independence, and dignity of older people and prevent their abuse, neglect, and exploitation; and
- Advancing age-friendly communities.

House Bill 2, Chapter 79:568 (2023), modified [RSA 151-E, Long-Term Care](#), to include provisions for an investment in a System of Care for Healthy Aging. This investment provides the required and necessary resources to create and expand capacity, take steps to expedite and improve access to Home and Community Based Services (HCBS), provide adequate infrastructure funding for staffing, oversight, and information technology, and to use data to inform system and service delivery, including future investments. The System of Care for Healthy Aging aims to establish and implement a comprehensive and coordinated system of care that promotes healthy aging and enables older adults and adults with disabilities to have a meaningful choice in care options, including the ability to receive the care they need in their homes and communities.

1.4.2. **Objective**

The objective of this Request for Applications (RFA) is to solicit consultation services for assistance with developing a plan to establish and maintain a System of Care for Healthy Aging, and to assist in the production of reports for State Fiscal Years (SFYs) 2024 and 2025.

2. STATEMENT OF WORK

2.1. Scope of Services

- 2.1.1. The selected Applicant must provide consultation services, including technical assistance and advice, to assist the Department to develop and write a plan to fully establish and maintain a System of Care for Healthy Aging, in accordance with New Hampshire RSA 151-E:22-27. The System of Care for Healthy Aging Plan must include the following elements:
 - 2.1.1.1. System capacity, including workforce sufficiency;
 - 2.1.1.2. A performance measurement system for accountability, monitoring, and reporting of system quality, access, and cost;
 - 2.1.1.3. Federal funding participation, including, but not limited to, Medicaid waivers and State Plan amendments;
 - 2.1.1.4. Changes to statutes, administrative rules, and structure of appropriations, and Department policy, practice, and structure;
 - 2.1.1.5. Projections of cost savings from increased service effectiveness and reductions in costly forms of care and use of such savings to close existing gaps in long term care services;
 - 2.1.1.6. Recommended modifications to law, practice, and policy to prepare for and accommodate the participation of privately funded service providers in the System of Care for Healthy Aging;

- 2.1.1.7. Changes to rates for the Choices for Independence (CFI) program in accordance with section 1902(a)(30)(A) of the Social Security Act and requirements for Medicaid home and community-based waiver programs under section 1915(c); and
- 2.1.1.8. Sufficient detail to ensure the Department's compliance with the reporting requirements of RSA 151-E:27, IV as described in Subparagraphs 2.1.7.2. and 2.1.7.3.
- 2.1.2. Project Management.
 - 2.1.2.1. The selected Applicant must conduct a project kick-off meeting with the Department within fifteen (15) days of the contract effective date (estimated April 2024).
 - 2.1.2.2. The selected Applicant must provide ongoing Project Management, including submission of project status reports twice per month, as described in Subparagraph 2.1.7.1., with the first report due within fifteen (15) days of the project kick-off meeting described in Subparagraph 2.1.2.1.
- 2.1.3. System of Care for Healthy Aging Plan development.
 - 2.1.3.1. The selected Applicant must undertake steps to inform the System of Care for Healthy Aging Plan, including, but not limited to:
 - 2.1.3.1.1. Conducting a minimum of two (2) stakeholder listening sessions and two (2) stakeholder focus groups for guided discussion, held within four (4) months of the contract effective date, to obtain staff and public input with the following individuals, including, but not limited to:
 - 2.1.3.1.1.1. Internal Department staff.
 - 2.1.3.1.1.2. Provider community (frontline providers and administrative leaders).
 - 2.1.3.1.1.3. Beneficiaries and families.
 - 2.1.3.1.1.4. Applicants, potential applicants, and families.
 - 2.1.3.1.2. Utilizing existing research, initiatives, and analysis, including, but not limited to, work conducted by:
 - 2.1.3.1.2.1. The Department, which looks at existing long term supports and services system in New Hampshire to understand public experience with long

term care services and perceived strengths and weaknesses.

2.1.3.1.2.2. Entities that look at system of care frameworks at the state and national level.

2.1.3.1.3. Submitting content to the Department to inform the creation of a public facing online dashboard, on or before May 30, 2025, to track home and community-based waiver services data, including, but not limited to:

2.1.3.1.3.1. Results of any performance measurement assessments.

2.1.3.1.3.2. Waiver services authorized but not paid.

2.1.3.1.3.3. Current wait times for receiving waiver services.

2.1.3.1.3.4. The number of people transitioned from institutionalized care into the community.

2.1.4. System of Care for Healthy Aging Plan.

2.1.4.1. *Plan outline.*

2.1.4.1.1. The selected Applicant must submit a System of Care for Healthy Aging Plan outline to the Department for review and approval prior to drafting and populating the plan draft, within three (3) months of the contract effective date.

2.1.4.2. *Plan draft.*

2.1.4.2.1. The selected Applicant must write a draft System of Care for Healthy Aging Plan that synthesizes the results of plan development outlined in Paragraph 2.1.3., with elements that include, but are not limited to:

2.1.4.2.1.1. Framework of characteristics, indicators, and concepts for the System of Care for Healthy Aging in New Hampshire.

2.1.4.2.1.2. Solution implementation steps, timing, and any barriers.

- 2.1.4.2.1.3. Integration of research and analysis and alignment of solution options in the context of stakeholder feedback and Department areas of interest.
- 2.1.4.2.1.4. Proposed recommendations regarding current policy.
- 2.1.4.2.1.5. A summary of procedures, protocols, and methodologies referenced and/or utilized to reach conclusions on recommendations.
- 2.1.4.2.2. The selected Applicant must ensure the draft plan is written in a manner that is understandable to State legislators.
- 2.1.4.2.3. The selected Applicant must submit one (1) draft for Department review and feedback within five (5) months of the contract effective date.
- 2.1.4.2.4. The selected Applicant must schedule and hold an in-person meeting with the Department within two (2) weeks of draft submittal, to discuss feedback.
- 2.1.4.2.5. The selected Applicant must support the release of the draft plan to the public, which incorporates any necessary edits resulting from the meeting described in Part 2.1.4.2.4., within two (2) weeks of that meeting, as directed by the Department.
- 2.1.4.2.6. The selected Applicant must schedule and hold an in-person meeting with the Department to present and discuss feedback obtained during the stakeholder engagement and feedback period, as well as to field questions and suggestions for the final plan, within two (2) weeks of the draft submittal described in Part 2.1.4.2.5.
- 2.1.4.3. *Final plan.*
 - 2.1.4.3.1. The selected Applicant must submit one (1) revised, final plan to the Department that incorporates the Department's feedback received on the draft plan, within one (1) week of the meeting described in Part 2.1.4.2.6.
 - 2.1.4.3.2. The selected Applicant must support the Department to distribute the final plan, as directed by the

Department, on or after the date of the final plan submittal described in Part 2.1.4.3.1.

- 2.1.4.3.3. The selected Applicant must testify and provide supporting documents for testifying, upon request of the Department, and address comments or concerns raised by the Department or State legislators after submission of the final plan, as needed.

2.1.5. Staff qualifications.

2.1.5.1. The selected Applicant must provide qualified personnel who have:

- 2.1.5.1.1. Subject matter expertise;
- 2.1.5.1.2. Experience in Medicaid HCBS and in Medicaid long term care services delivery;
- 2.1.5.1.3. Conceptual systems design expertise and experience;
- 2.1.5.1.4. Project management expertise and experience; and
- 2.1.5.1.5. Business and technical writing experience.

2.1.6. Meetings.

2.1.6.1. The selected Applicant must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

2.1.7. Reporting requirements.

2.1.7.1. *Project status reports.*

2.1.7.1.1. The selected Applicant must submit project status reports to the Department twice per month that include, but are not limited to:

- 2.1.7.1.1.1. A narrative summary of all of the selected Applicant's project activities since the prior report.
- 2.1.7.1.1.2. A copy of any deliverable documents that were due since the prior report.
- 2.1.7.1.1.3. Stakeholder outreach and interview progress reports.
- 2.1.7.1.1.4. A summary of the upcoming steps in the project, with task responsibilities assigned to identified project team members.

2.1.7.2. *SFY 2024 report.*

- 2.1.7.2.1. The selected Applicant must submit a SFY 2024 report, in accordance with RSA 151-E:27,V, using data provided by the Department that includes:
 - 2.1.7.2.1.1. The total cost of Medicaid long term care services and Choices for Independence program services;
 - 2.1.7.2.1.2. The extent to which the state's long term care support and services systems are consistent with a System of Care for Healthy Aging;
 - 2.1.7.2.1.3. A description of any actual or planned changes in department policy or practice or developments external to the departments that will affect implementation of a System of Care for Healthy Aging;
 - 2.1.7.2.1.4. Any other available information relevant to progress toward full implementation of a System of Care for Healthy Aging;
 - 2.1.7.2.1.5. The result of pilots regarding access with the counties;
 - 2.1.7.2.1.6. A review of options to enhance the System of Care for Healthy Aging;
 - 2.1.7.2.1.7. The status of changes to the NH EASY Gateway to Services electronic application system for programs administered by the Department, which also allows for checking eligibility and tracking application status, and any additional enhancements needed; and
 - 2.1.7.2.1.8. The status of reimbursement rates and rate study.
- 2.1.7.2.2. The SFY 2024 report must cover July 1, 2023 through June 30, 2024 and be submitted to the Department no later than October 1, 2024.

2.1.7.3. *SFY 2025 report planning and development.*

- 2.1.7.3.1. The selected Applicant must assist in the planning and development of the SFY 2025 report, in accordance with RSA 151-E:27,VI, using available data that is provided by the Department.
- 2.1.7.3.2. The selected Applicant must submit a draft SFY 2025 report, using the available data, that includes the criteria required in the SFY 2024 report, as listed in Subparagraph 2.1.7.2., and the following additional information:
 - 2.1.7.3.2.1. Presumptive eligibility characteristics and recommendations for next steps;
 - 2.1.7.3.2.2. Identification of those actions which will be required to maximize federal and private insurance funding participation in the System of Care for Healthy Aging, along with target dates for completion;
 - 2.1.7.3.2.3. Identification of changes to statutes, administrative rules, policies, practices, and managed care and provider contracts that will be necessary to fully implement the System of Care for Healthy Aging; and
 - 2.1.7.3.2.4. Identification of significant gaps in the existing array of long term care supports and services for older adults and adults with disabilities, along with a description of plans to close those gaps.
- 2.1.7.3.3. The SFY 2025 draft report must cover July 1, 2024 through June 30, 2025 and be submitted to the Department no later than June 30, 2025.
- 2.1.7.4. The selected Applicant may be required to provide other data and metrics to the Department in a format specified by the Department.
- 2.1.8. Deliverables.
 - 2.1.8.1. The selected Applicant must follow the table in Appendix E, Deliverables and Payment Schedule, to ensure timeliness of deliverables for the term of the Agreement.

2.2. Mandatory Questions

2.2.1. In response to this solicitation, the Applicant must respond to the Mandatory Questions below in Appendix D, Technical Responses to Questions.

- Q1.** Describe, in narrative form, your organization’s experience providing the services requested in this RFA. Please specifically address your experience with:
- Project management;
 - Drafting reports;
 - Formulating and recommending strategic plans;
 - Stakeholder engagement; and
 - Research and data analysis.
- Q2.** Describe, in narrative form, your organization’s ability to perform the entire scope of services required in this RFA. Submit your organization’s proposed summary and staffing plans, including how this relates to each Deliverable listed in Appendix E, Deliverables and Payment Schedule. Please include job descriptions for vacant positions; specific dates or date ranges for deliverables; resumes for filled positions; and your proposed project manager for this project.
- Q3.** Describe, in narrative form, your organization’s historical and current knowledge of applicable long term system of care components, including, but not limited to:
- The population to be served.
 - System capacity, including workforce sufficiency.
 - State and federal statutes and administrative rules, and structure of appropriations.
 - Funding of privately funded service providers.
 - Department policy, practice, and structure.

2.3. Finance

2.3.1. Payment for services will be made on a deliverables basis, as described in Appendix E, Deliverables and Payment Schedule. Following contract award, the selected Applicant must complete Appendix E, Deliverables and Payment Schedule, for Department approval.

2.3.2. The selected Applicant must submit invoices for completed deliverables using a form satisfactory to the Department. The selected Applicant must ensure invoices are completed, dated, and submitted to the Department to initiate payment.

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3. SOLICITATION RESPONSE EVALUATION

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

| TECHNICAL RESPONSE | POSSIBLE SCORE |
|--|-----------------------|
| Experience (Q1) | 175 Points |
| Ability (Q2) | 250 Points |
| Knowledge (Q3) | 175 Points |
| Technical Response – Total Possible Score | 600 Points |
| MAXIMUM POSSIBLE SCORE | 600 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, Applicants remain responsible for reviewing the most updated information related to this solicitation before submitting a response.**

4.2. Questions and Answers

4.2.1. Applicants' 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 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 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. Applicants 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 a 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-2024-DLTSS-01-SYSTE (email **xx** of **xx**).

5.2. The maximum size of file attachments per email is 25 MB. Submissions with file attachments exceeding 25 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 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, 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 – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 6.2.2. **Appendix C – Transmittal Letter and Applicant Information**, including:
 - 6.2.2.1. **Vendor Code Number** – Prior to executing any resulting contract, the selected Applicant 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 encouraged to provide a vendor code number in the Appendix C if available. More information can be found at:
<https://das.nh.gov/purchasing/Applicantresources.aspx>
- 6.2.3. **Appendix D – Applicant Technical Response to Mandatory Questions**
- 6.2.4. **Resumes** – Applicants 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. Applicants must redact all personal information from resumes.

7. ADDITIONAL TERMS AND REQUIREMENTS

7.1. Non-Collusion

The Applicant's required signature on the Appendix B – Transmittal Letter and Applicant 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

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

Applicants 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 Applicant. 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

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 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 a 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 providing the rationale for each designation. Marking or designating an entire submission, 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 a 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. 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 Applicant 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 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, Applicants 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 a 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 a Applicant.

7.9. Electronic Posting of Solicitation 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 & Executive Council (G&C) 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, Applicants 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 Applicant agrees that in no event shall the Department be either responsible for or held liable for any costs incurred by a 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

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 a Applicant 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 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.

7.14. Successful Applicant Notice and Contract Negotiations

If a 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, all submitted solicitation responses

remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Applicant, the evaluation team may recommend another Applicant. The Department will not contact Applicant 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 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 Applicant's location or at any other location deemed appropriate by the Department, to determine the Applicant's capacity to satisfy the terms of this solicitation. The Department may also require the Applicant to produce additional documents, records, or materials relevant to determining the Applicant's capacity to satisfy the terms of this solicitation. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the Applicant.

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 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 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 Applicant shall be disqualified from submitting any solicitation response or similar request for submission issued by any state agency. A 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

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 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 may be required to complete a contract monitoring questionnaire, to be provided by the Department, to determine risk of noncompliance and appropriate monitoring activities, 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 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 in the performance of the resulting contract(s), and all income received or collected by the selected Applicant.
- 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.

8.3.2. During the term of the resulting contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the 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 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.

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 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 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. 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. 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 Applicants’ program design, which in turn, will allow Applicants to put forth the best possible solicitation response.
- 8.5.3. If awarded a contract, the selected Applicant will be:
 - 8.5.3.1. Required to submit a detailed description of the language assistance services they will provide to Limited English Proficiency (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. Background Checks

- 8.6.1. Prior to permitting any individual to provide services under this Agreement, the selected Applicant must ensure that said individual has undergone:
 - 8.6.1.1. A criminal background check, at the selected Applicant's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement; and
 - 8.6.1.2. 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.

8.7. Confidential Data

- 8.7.1. The selected Applicant must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit.
- 8.7.2. The selected Applicant must ensure any individuals involved in delivering services through the resulting contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The selected Applicant must ensure said individuals have a justifiable business need to access confidential data. The selected Applicant must provide attestations upon Department request.
- 8.7.3. 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:
 - 8.7.3.1. How PII is gathered and stored;
 - 8.7.3.2. Who will have access to PII;
 - 8.7.3.3. How PII will be used in the system;
 - 8.7.3.4. How individual consent will be achieved and revoked; and
 - 8.7.3.5. Privacy practices.
- 8.7.4. 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.

8.8. Department Owned Devices, Systems and Network Usage

- 8.8.1. If the selected Applicant's End Users are 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, each End User must:

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- 8.8.1.1. 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;
- 8.8.1.2. 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;
- 8.8.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 8.8.1.4. 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;
- 8.8.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 8.8.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 8.8.1.7. 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."
- 8.8.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 8.8.1.9. Agree when utilizing the Department's email system:
 - 8.8.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 8.8.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 8.8.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:
 - 8.8.1.9.4. 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."

8.8.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

8.8.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

8.8.1.10.2. 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 Contract and annually throughout the Contract term.

8.8.1.10.3. Only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.

8.8.1.11. Selected Applicant must agree, if any End User is found to be in violation of any of the above terms and conditions said End User may face removal from the resulting Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

8.8.1.12. The selected Applicant must notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the selected Applicant agrees to notify the Department's Information Security Office or designee immediately.

8.8.2. Workspace Requirement

8.8.2.1. If applicable, the Department will work with selected Applicant to determine requirements for providing necessary workspace and Department equipment for its End Users.

8.9. Contract End-of-Life Transition Services

8.9.1. General Requirements

8.9.1.1. 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.

- 8.9.1.2. The selected Applicant 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.
 - 8.9.1.3. 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.
 - 8.9.1.4. 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 the Contract.
 - 8.9.1.5. 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.
 - 8.9.1.6. 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 the Department’s Information Security Requirements Exhibit.
- 8.9.2. Completion of Transition Services
- 8.9.2.1. 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.

8.9.2.2. 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 the Department's Information Security Requirements Exhibit.

8.9.3. Disagreement over Transition Services Results

8.9.3.1. 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.

8.10. Audit Requirements

8.10.1. The selected Applicant must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.10.1.1. 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.

8.10.1.2. Condition B - The selected Applicant is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

8.10.1.3. Condition C - The selected Applicant is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.10.2. If Condition A exists, the selected Applicant 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.

8.10.3. If Condition B or Condition C exists, the selected Applicant shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Applicant's fiscal year.

8.10.4. 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.

8.10.5. 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 that the

selected Applicant 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 – For Reference Only - Do Not Return**
- 9.2. Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 9.3. Appendix C – Transmittal Letter and Applicant Information**
- 9.4. Appendix D – Technical Responses to Questions**
- 9.5. Appendix E – Deliverables and Payment Schedule – For Reference Only - Do Not Return**