



State of New Hampshire
Department of Health and Human Services

REQUEST FOR APPLICATIONS

FOR

Aging and Disability Resource Center Services (formerly known as ServiceLink)

RFA-2024-DLTSS-03-ADRCS

RELEASE DATE: February 28th, 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 Vendors to provide Aging and Disability Resource Center (ADRC) services in ten (10) geographic areas of the state, as defined in Appendix D, Geographic Areas. ADRC services assist all individuals, including those over age 60, and adults with physical, intellectual, and/or developmental disabilities, and behavioral/mental health concerns.

The Department anticipates awarding one (1) or more contract(s) for the services in this solicitation. Vendors may submit applications to provide services in one (1) or more Geographic Areas, as described in Appendix D. A separate application is required for each Geographic Area for which Vendors are applying.

In addition, Vendors may also apply to provide any of the four (4) unique regional services outlined in Section 4. A Vendor must be selected as an ADRC covering the general scope of services in order to provide any of the regional services.

1.2. Key Information

The information in the table below is as anticipated by the Department and is subject to change. Agreements are contingent upon the availability of funds, and/or approval by the Governor and Executive Council.

Contract Effective Date	July 1, 2024	
Contract End Date	June 30, 2026	
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:	<p>\$7,759,494 (\$3,879,747 per SFY), inclusive of all contracts awarded.</p> <p>The above funding excludes four (4) unique regional scopes of services, as follows:</p> <p>Eligibility Coordinator Scope (awarded to one Vendor, per SFY): \$175,170</p> <p>Medicare Trainer/Outreach Scope (awarded to one Vendor, per SFY): \$85,000</p> <p>SMP Regional Scope (awarded for three (3) regions, per SFY): \$249,000 (\$83,000 per region)</p> <p>General Phone Line (awarded to one Vendor, per SFY): \$10,000</p>	
Funding Source	The Department anticipates using Federal and General funds for resulting contract(s).	
	Assistance Listing #	93.071, 93.667, 93.052, 93.324, 93.048

New Hampshire Department of Health and Human Services
Aging and Disability Resource Center Services

	Award Name	Medicare Improvements for Patients & Providers Act (MIPPA), Social Services Block Grant (SSBG), OAA Title III- Family Caregiver, State Health Insurance Assistance Program (SHIP), Senior Medicare Patrol (SMP)
Point of Contact	Alex Rainey, Contract Specialist Alex.D.Rainey@dhhs.nh.gov 603-271-9284	
<p>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 contractors during the selection process, unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating this restriction on communications.</p>		

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	2/28/2024
2.	Letter of Intent Submission Deadline (optional)	3/6/2024
3.	Questions Submission Deadline	3/15/2024 12:00PM - Noon
4.	Department Response to Questions Published	3/29/2024
5.	Vendor Solicitation Response Due Date	4/10/2024 12:00PM - Noon

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Division for Long Term Supports and Services (LTSS), Bureau of Elderly and Adult 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 older adults in areas such as mental health,

developmental disabilities, substance abuse, and public health. The Department does this work through partnerships with families, community groups, providers, other state and local entities, and New Hampshire citizens.

The Bureau of Elderly and Adult Services (BEAS) provides a variety of social and long-term supports to adults age 60 and older and to adults between the ages of 18 and 60 who have a chronic illness or disability. Social and long-term services and supports can be accessed through the Department's Aging & Disability Resource Center (ADRC) Program, currently known as ServiceLink (<https://www.dhhs.nh.gov/programs-services/adult-aging-care/servicelink>), and the New Hampshire Department of Health and Humans Services (DHHS) District Offices. Services and supports are intended to assist people to live as independently as possible in safety and with dignity.

The ADRC Program and other ADRCs across the country operate as part of a federal No Wrong Door (NWD) System of Access to LTSS for all populations and payers. In New Hampshire, individuals experience streamlined eligibility determination and enrollment for services through a Person-Centered Options Counseling approach and standardized procedures specified by DHHS. Individuals accessing ADRCs have the same consumer experience wherever they enter the state's NWD System. In New Hampshire, the NWD System is called NHCarePath (<https://www.dhhs.nh.gov/programs-services/adult-aging-care/nhcarepath>), of which the current ADRC contractors are a partner.

ADRCs are a statewide network of community-based resources for older individuals, and adults living with disabilities and their families. ADRCs are available to anyone who needs assistance, guidance, help finding services, or support to live independently. ADRC partners promote the independence and well-being of the people they serve at locally-based offices and many satellites throughout New Hampshire.

The Department aims to make progress towards fulfilling implementation of Federal Key Elements of a NWD System of Access to LTSS. NH's Aging and Disability Resource Center Network provides transition support services to help individuals regardless of income or program eligibility, to avoid unnecessary placement in nursing homes and other institutional settings. Additionally, the Department aims to support formal partnerships between ADRC contractors and acute care entities in order to serve as a bridge for the health system to the community and support the transition of individuals with LTSS needs who are being discharged.

1.4.2. Objective

BEAS is seeking to engage with vendors to provide:

- Regional support for information and referral.
- Person-centered options counseling.
- Assistance with the application process for Medicaid LTSS, Medicare and Caregiver needs for people who are older or disabled, and need assistance with maintaining their highest level of independence in the community.
- Other offerings for which vendors can apply that have unique regional requirements as outlined in Section 4.

1.4.3. Covered Populations

The population served includes all individuals and populations, with a specialized focus on those who are over the age of 60, and adults with physical, intellectual, and/or developmental disabilities, and behavioral/mental health concerns.

2. STATEMENT OF WORK

2.1. Provisions applicable to all services

2.1.1. The selected Vendor(s) must serve as an Aging and Disability Resource Center (ADRC), formerly known as New Hampshire ServiceLink, as part of the No Wrong Door model. The selected Vendor(s) must:

- 2.1.1.1. Provide objective and unbiased information on a full range of long term care supports and services.
- 2.1.1.2. Promote awareness of the various resources available to people in their community.
- 2.1.1.3. Provide information and referrals to needed services for individuals.
- 2.1.1.4. Provide person-centered one-on-one assistance and decision support to individuals.
- 2.1.1.5. Serve as a full service access point to all long term supports and services, including Medicaid long term support programs and benefits.
- 2.1.1.6. Create formal relationships to ensure collaboration with health care partners when individuals transition from one setting of care to another;
- 2.1.1.7. Serve all individuals regardless of physical, intellectual or developmental disability or mental illness.
- 2.1.1.8. Provide information and referral regarding community-based long term supports and services.
- 2.1.1.9. Ensure individuals accessing the ADRC experience the same process and receive the same information regarding Medicaid-funded community-based Long Term Support Service (LTSS) options, regardless of point of entry.
- 2.1.1.10. As part of the System of Care for Healthy Aging:
 - 2.1.1.10.1. Ensure that older adults and adults with disabilities have a meaningful range of service options;
 - 2.1.1.10.2. Operate a person-centered counseling program; and
 - 2.1.1.10.3. Increase operational capacity to enable the provision of person-centered counseling services for adults, and establish a performance measurement system for accountability, monitoring and reporting of system quality, access and cost.

- 2.1.1.10.4. Provide support and assistance to persons living at home or in short or long-term institutional settings, including hospitals, to transition into community-based settings.

2.2. Administrative Requirements

- 2.2.1. The selected Vendor(s) must adhere to ADRC administrative requirements, standards of practice currently in development, and methods of services, as outlined by, and in collaboration with the Department. The selected Vendor(s) must:
 - 2.2.1.1. Operate as an independent program, outside of other programs offered by the Vendor(s).
 - 2.2.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.
 - 2.2.1.3. Provide a minimum of forty (40) hours of operation per week, including flexibility for appointments outside of business hours, dependent upon agency staff requirements.
 - 2.2.1.4. Provide home visits as needed.
- 2.2.2. The selected Vendor(s) must occupy an independent office space that, at a minimum:
 - 2.2.2.1. Is in an easily accessible area and location within the geographic area(s) proposed by the applying Vendor(s);
 - 2.2.2.2. Meets all applicable state and local building rules and ordinances;
 - 2.2.2.3. Has sufficient space that includes, but is not limited to:
 - 2.2.2.3.1. Adequate office space to accommodate staff, volunteers, visitors, supplies necessary to meet the scope of services, and a confidential meeting room to accommodate a minimum of three (3) individuals;
 - 2.2.2.4. Has barrier-free/handicap access;
 - 2.2.2.5. Has appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:
 - 2.2.2.5.1. The Department of Health and Human Services, Bureau of Family Assistance (BFA), or other Department staff; and
 - 2.2.2.5.2. The New Hampshire Department of Military Affairs and Veterans Services.
 - 2.2.2.6. Has a visible, Department-approved sign on the exterior of the building that reads "Aging and Disability Resource Center" within three (3) months of contract approval, or as approved by the Department.

- 2.2.3. The selected Vendor(s) must establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.2.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line;
 - 2.2.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ADRC program number;
 - 2.2.3.3. Dedicated email addresses or email inbox for inquires, to be responded to within one (1) business day;
 - 2.2.3.4. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person; and
 - 2.2.3.5. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.2.4. The selected Vendor(s) must collaborate with NHCarePath partners to provide a range of information, assistance, and care throughout New Hampshire, including services such as: caregiver resources, services for individuals who are aging or disabled, assistance with maintaining independent living, and mental health counseling.
 - 2.2.4.1. Maintain partnerships with other NHCarePath core partners, including:
 - 2.2.4.1.1. The Area Agency system (10 Area Agencies regionally-based);
 - 2.2.4.1.2. Supporting formal partnerships between acute care entities and ADRCs, in order to serve as a bridge for the health system to the community and support the transition of individuals with LTSS needs who are being discharged; and
 - 2.2.4.1.3. Community Mental Health Centers, which make up the NH Community Behavioral Health Association.
 - 2.2.4.2. Coordinate quarterly NHCarePath regional partner meetings within each region, which includes, but is not limited to:
 - 2.2.4.2.1. Scheduling meetings;
 - 2.2.4.2.2. Inviting participants;
 - 2.2.4.2.3. Contacting participants in advance of each meeting for agenda items;
 - 2.2.4.2.4. Providing the agenda to participants in advance of each scheduled meeting;

2.2.4.2.5. Recording minutes from each meeting; and

2.2.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) business days after each meeting.

2.2.5. The selected Vendor(s) must utilize the Refer/Navigate resource database, as developed by the Department, or other systems determined by the Department, to support all business functions related to the Scope of Services, as directed by the Department.

2.3. Quality Assurance

2.3.1. The selected Vendor(s) must develop and implement a Quality Assurance and Continuous Improvement Plan for Department approval to ensure ADRC services:

2.3.1.1. Meet the needs of individuals;

2.3.1.2. Are sustained throughout the geographic area;

2.3.1.3. Produce measurable results; and

2.3.1.4. Improve and streamline access to home and community-based services for older adults and adults with disabilities.

2.3.2. The selected Vendor(s) must conduct consumer satisfaction surveys on an ongoing basis, after each consumer interaction, to measure satisfaction with delivered services. The selected Vendor(s) must:

2.3.2.1. Utilize the Department's approved survey tool;

2.3.2.2. Distribute the survey to consumers as directed by the Department; and

2.3.2.3. Send a quarterly report of results to the Department.

2.4. Outreach and Education

2.4.1. The selected Vendor(s) must deliver outreach and education services to promote ADRC services with service providers including, but not limited to:

2.4.1.1. Faith Based Communities and/or Parish Nurses.

2.4.1.2. The Social Security Administration.

2.4.1.3. Subsidized housing sites.

2.4.1.4. Senior Centers.

2.4.1.5. Healthcare Facilities.

2.4.1.6. Nursing Homes.

2.4.1.7. Municipal health and welfare providers.

- 2.4.2. The selected Vendor(s) must collaborate with the Bureau of Elderly and Adult Services (BEAS) and other ADRC vendors to determine best practice for outreach and marketing.
- 2.4.3. The selected Vendor(s) must develop and implement a Department-approved outreach and marketing plan, which includes, but is not limited to:
 - 2.4.3.1. A focus on overall scope of services, and the process to establish the ADRC as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities;
 - 2.4.3.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs; and
 - 2.4.3.3. Strategies to assess the effectiveness of outreach and marketing activities.

2.5. Training

- 2.5.1. The selected Vendor(s) must ensure all staff, including the center manager, receive training within six (6) months of hire, that includes, but is not limited to:
 - 2.5.1.1. New HEIGHTS system training.
 - 2.5.1.2. Outreach and education trainings.
 - 2.5.1.3. Person-Centered Options Counseling training.
 - 2.5.1.4. Safeguarding the confidentiality of all clients, as required by state and federal laws, within thirty (30) days of hire.
 - 2.5.1.5. Medicaid application and Medicaid Waiver training.
 - 2.5.1.6. Inform USA standards (formerly Alliance of Information and Referral Standards (AIRS) Community Resource Specialist certification and training.
 - 2.5.1.7. SHIP Training:
 - 2.5.1.7.1. For staff who are not Medicare counselors, this can be accomplished through the attendance of a Medicare 101 training.
 - 2.5.1.7.2. Medicare counselors must be fully SHIP-certified.
 - 2.5.1.8. Other training(s) deemed appropriate by the Department.

2.5.2. The selected Vendor(s) must ensure any staff or volunteers who engage in Medicare fraud and abuse interactions with clients complete SMP Foundations training within one (1) month of hire.

2.6. Information & Referral and Person-Centered Options Counseling

2.6.1. The selected Vendor(s) must develop and implement a Person Centered Counseling Program as outlined in RSA 151-E:26 which includes, but is not limited to:

2.6.1.1. Assistance with referrals and support to access other agencies.

2.6.1.2. Assistance with completing Medicaid applications, including collaboration with the Department.

2.6.1.3. Assist with guidance and support navigating hospital discharge protocols.

2.6.1.4. Referrals and access to Title III and Title XX services and programs.

2.6.1.5. Referrals and access to community-based services, housing, and other supports.

2.6.1.6. Services to meet the needs of the individual and their family.

2.6.2. The selected Vendor(s) must collaborate with the Department's BEAS Person Centered Counseling Specialist to develop the person-centered counseling program.

2.6.3. The selected Vendor(s) must assist clients by providing information and referrals to agencies and organizations for appropriate services and supports.

2.6.4. The selected Vendor(s) must, in partnership with the Department, provide education and outreach on Medicaid processes.

2.6.5. The selected Vendor(s) must maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer/Navigate Manual, currently in development with the Department, and as amended.

2.6.6. The selected Vendor(s) must comply with Inform USA standards (<https://www.informusa.org/standards>).

2.6.7. The selected Vendor(s) must provide home and community-based visits to clients as needed, dependent upon staffing availability and manager discretion including, but not limited to:

2.6.7.1. Providing a work plan to outline how they will provide home and community-based visits to clients; and

2.6.7.2. Reporting to BEAS staff regarding number of home and community-based visits on a monthly basis.

2.6.8. The selected Vendor(s) must conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.

2.6.9. The selected Vendor(s) must partner with their local hospitals and health care facilities to provide information and referral support, including:

2.6.9.1. Serving as a Local Contact Agency (LCA) to provide Person Centered Options Counseling support for individuals who are institutionalized and indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.

2.7. Long Term Supports and Services (LTSS) Eligibility Determination Services

2.7.1. The selected Vendor(s) must facilitate eligibility and assist individuals with accessing LTSS in accordance with Department Person-Centered Options Counseling protocols and procedures that include, but are not limited to:

2.7.1.1. Assisting individuals with determining appropriate payment and delivery of services.

2.7.1.2. Assisting clients with accessing community-based LTSS programs.

2.7.1.3. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.

2.7.1.4. Ensuring staff have access to and training on systems necessary to determine eligibility for services.

2.7.2. The selected Vendor(s), in collaboration with the Department, must conduct a minimum of three (3) formal outreach activities and/or presentations to community partners who specifically target those who may be appropriate for Medicaid LTSS, including, but not limited to:

2.7.2.1. Providing additional Person-Centered Options Counseling to individuals determined ineligible for LTSS, as appropriate.

2.7.2.2. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.

2.7.3. The selected Vendor(s) must collaborate with State and community programs, which may include, but are not limited to, the NH Family Caregiver Program, home-delivered meals, congregate meals, and in-home care services, which may serve Medicare beneficiaries across New Hampshire to determine program eligibility for individuals seeking services, to facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources, and education on Medicare, Medicaid and other community-based programs.

2.8. Family Caregiver Support Program Services

- 2.8.1. The selected Vendor(s) must ensure staff maintain knowledge of current community resources.
- 2.8.2. The selected Vendor(s) must utilize Tailored Caregiver Assessment and Referral (TCARE), a care management protocol designed to support family members who are providing care to adults, of any age, with chronic or acute health conditions.
- 2.8.3. The selected Vendor(s) must ensure:
 - 2.8.3.1. A minimum of two (2) individuals in the geographic area are trained in an evidenced-based curriculum for caregivers, which may include but is not limited to the Powerful Tools for Caregivers (PTC) curriculum; or
 - 2.8.3.2. A minimum of one (1) designated staff person to track and monitor Trualta for the required criteria to meet the requirement as the education curriculum for the site.
- 2.8.4. The selected Vendor(s) must:
 - 2.8.4.1. Facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver (PTC) Training or other evidenced-based curriculum for caregivers to a minimum of five (5) caregivers on an annual basis; or
 - 2.8.4.2. Track and monitor Trualta for the required criteria.
- 2.8.5. The selected Vendor(s) must facilitate caregiver support groups, as needed, or provide access to a support network for caregivers, which may include, but is not limited to:
 - 2.8.5.1. Care Companion (within Trualta);
 - 2.8.5.2. Peer support; or
 - 2.8.5.3. A peer mentor.
- 2.8.6. The selected Vendor(s) must collaborate with other caregiver support service agencies within the geographic area.
- 2.8.7. The selected Vendor(s) must ensure staff attend the Department's Family Caregiver Support Program meetings.
- 2.8.8. The selected Vendor(s), in partnership with the Department, must conduct a minimum of three (3) formal outreach activities and/or presentations to community partners who specifically target those who may be appropriate for the NH Family Caregiver Support Program, formerly considered family caregivers or informal caregivers, or potential caregivers on an annual basis.
- 2.8.9. The selected Vendor(s) must monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.

- 2.8.10. The selected Vendor(s) must participate in an annual program review as determined by the Department.
- 2.8.11. The selected Vendor(s) must provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.8.12. The selected Vendor(s) must provide referrals and assistance with access to appropriate community resources.
- 2.8.13. The selected Vendor(s) must provide a minimum of bimonthly contact with the caregivers they support.
- 2.8.14. The selected Vendor(s) must ensure all new staff who administer the NH Family Caregiver Support Program:
 - 2.8.14.1. Are trained by a BEAS Designee; and
 - 2.8.14.2. Are monitored for progress within the Program, including, but not limited to, remaining current on all Family Caregiver Support Program services, policies and procedures.
- 2.8.15. The selected Vendor(s) must conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.8.16. The selected Vendor(s) must provide copies of approved service plans and budgets to the Department's Family Caregiver financial management Contractor.
- 2.8.17. The selected Vendor(s) must comply with the Department policies and procedures relative to fiscal management for bill paying and employer of record services.
- 2.8.18. The selected Vendor(s) must retain a closed caregiver record for seven (7) years from June 30th of the state fiscal year from when the caregiver ceased to receive funding.
 - 2.8.18.1. Once a caregiver does not receive any funding for a full year, the "record" (whether paper or electronic) must be considered closed.
- 2.8.19. For a description of program goals, objectives and performance measures, please see Appendix E, NHFCSP Program Goals and Objectives.

2.9. State Health Insurance Program (SHIP) Assistance

- 2.9.1. The selected Vendor(s) must provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
- 2.9.2. The selected Vendor(s) must ensure staff providing Medicare health insurance counseling are trained and certified through SHIP.
- 2.9.3. The selected Vendor(s) must provide personalized counseling services.
- 2.9.4. The selected Vendor(s) must provide targeted community outreach in order to:
 - 2.9.4.1. Increase consumer understanding of Medicare program benefits; and

- 2.9.4.2. Raise awareness of the opportunities for assistance with benefit and plan selection.
- 2.9.5. The selected Vendor(s) must provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
 - 2.9.5.1. Assisting individuals with enrolling in appropriate benefit plans; and
 - 2.9.5.2. Providing continued enrollment assistance in Medicare prescription drug coverage.
- 2.9.6. The selected Vendor(s) must recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.
- 2.9.7. The selected Vendor(s) must report on all activities using the most recent Administration for Community Living (ACL), or other federal entity, reporting site, forms, and guidelines within the timeline requested by the ACL, currently; SHIP Training and Reporting System (STARS).
- 2.9.8. For a description of program goals, objectives and performance measures, please see Appendix F, SHIP Mission and Vision.
- 2.10. **Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services**
 - 2.10.1. The selected Vendor(s) must provide education to individuals on topics which include, but are not limited to:
 - 2.10.1.1. Part D prescription drugs in rural areas.
 - 2.10.1.2. Medicare preventative services.
 - 2.10.1.3. Medicare cost savings, including low-income subsidy and Medicare savings programs.
 - 2.10.2. The selected Vendor(s) must promote public awareness about how individuals with limited income can reduce Medicare cost share expenses, as well as awareness of Medicare preventive services, by distributing promotional materials developed by CMS, ACL and the Department.
 - 2.10.3. The Selected Vendor(s) must, per the Administration for Community Living, implement a communications and media plan of at least one (1) outreach campaign per month to provide information on Medicare services available to clients which includes, but is not limited to conducting:
 - 2.10.3.1. A face-to-face meeting with community partners.
 - 2.10.3.2. Outreach and education via a booth or exhibit at an event.
 - 2.10.3.3. An enrollment event.
 - 2.10.3.4. An interactive web presentation.

2.10.4. The Selected Vendor(s) must mail introductory letters regarding the program to agencies which may include, but are not limited to:

- 2.10.4.1. Town offices.
- 2.10.4.2. Housing sites.
- 2.10.4.3. Home health agencies.
- 2.10.4.4. Faith-based Communities and parish nurses.
- 2.10.4.5. Public libraries.
- 2.10.4.6. Fuel assistance agencies.
- 2.10.4.7. Hospital public affairs managers.
- 2.10.4.8. Pharmacies.
- 2.10.4.9. Medical practices.
- 2.10.4.10. Other Community Partners.

2.10.5. The selected Vendor(s) must screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).

2.11. Veteran Directed Care (VDC)

2.11.1. The selected Vendor(s) must comply with the Veteran Affairs Medical Center (VAMC) National VDC Program staffing requirements, policies and procedures when taking referrals for the VDC Program as required through the federal partnership between the Veteran's Administration and the ACL.

2.11.2. The selected Vendor(s) must collaborate with and accept referrals from:

- 2.11.2.1. The White River Junction Veterans Affairs Medical Center.
- 2.11.2.2. The Manchester Veterans Affairs Medical Center.

2.11.3. For a description of program goals, objectives and performance measures, please see Appendix G, Veteran Directed Care Program Information.

2.12. Staffing

2.12.1. The selected Vendor(s) must ensure staff follow the National Association of Social Workers' Code of Ethics, found here: <https://www.socialworkers.org/About/Ethics/Code-of-Ethics/Code-of-Ethics-English>

2.12.2. The selected Vendor(s) must provide staff for each ADRC location, as follows:

- 2.12.2.1. One (1) full-time equivalent (FTE) center manager; and
- 2.12.2.2. At least three (3) FTE staff with the proper trainings and certifications to provide Information & Referral/Assistance (I&R/A) services; Person-

Centered Options Counseling; NH Family Caregiver program support; Veteran Directed Care support; Medicaid LTSS; HCBS; and SHIP, SMP and MIPPA services.

2.12.3. The selected Vendor(s) who apply for services with unique regional scopes, as outlined in Section 4, must meet any staffing needs outlined in the sections for which Vendors are applying.

3. Performance Measures and Reporting Requirements

- 3.1. The selected Vendor(s) must provide a narrative report regarding capacity to provide services on a minimum of a quarterly basis, in a format approved by the Department, in order to determine financial and staffing needs for the program.
- 3.2. The selected Vendor(s) must provide outreach and education for ADRC Information and Referral and Person Centered Options Counseling Services to a minimum of one (1) referral partner per month.
- 3.3. The selected Vendor(s) must report on capacity to provide home and community-based visits on a monthly basis.
- 3.4. The selected Vendor(s) must utilize the Refer/Navigate database, or other systems determined by the Department, to support all business functions related to the Scope of Services, as directed by the Department.
- 3.5. The selected Vendor(s) must provide quarterly narrative reports regarding community partnerships and outreach as outlined by the Department.
- 3.6. The selected Vendor(s) must maintain a record of completed staff training and education, including Medicare and Medicaid training, to be made available to the Department upon request.
- 3.7. The selected Vendor(s) must report Medicaid Application and Forms Assistance Contacts.
- 3.8. The selected Vendor(s) must maintain full compliance with requirements of the annual report from the Administration on Aging and agrees to enter all needed data in the database accurately and timely.
- 3.9. The selected Vendor(s) must develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department , which must include, but is not limited to:
 - 3.9.1. Expenditures and expenses for outreach activities; and
 - 3.9.2. Average annual income of caregivers including, but not limited to, those who:
 - 3.9.2.1. Receive grants.
 - 3.9.2.2. Receive training.
 - 3.9.2.3. Receive I & R supports.
 - 3.9.2.4. Receive counseling.
 - 3.9.2.5. Participate in support groups.

- 3.10. The selected Vendor(s) must report on the following ACL performance measures on the SHIP/STARS Beneficiary Forms:
 - 3.10.1. Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.
 - 3.10.2. Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.
 - 3.10.3. Percentage of low-income, rural, and non-native English-speaking contacts for total “hard-to-reach” Medicare beneficiaries in the State, as defined by Medicare; and
 - 3.10.4. Percentage of unduplicated enrollment contacts with one or more qualifying enrollment topics discussed per total Medicare beneficiaries in the State.
- 3.11. The selected Vendor(s) must demonstrate partnerships and evaluate effectiveness and lessons learned in the Quarterly SHIP and SMP progress reports.
- 3.12. The selected Vendor(s) must effectively advertise, promote, and conduct SHIP, MIPPA, and/or SMP educational outreach and/or enrollment event activities at a minimum of one (1) time per month.
- 3.13. **Mandatory Questions for ADRC Services Across Ten (10) Geographic Areas**
 - 3.13.1. In response to this solicitation, Vendor(s) must respond to the Mandatory Questions below in Appendix C, Technical Responses to Questions when applying for one (1) of the ten (10) regional offices regarding the general scope required for an ADRC. **There are separate questions for services with unique regional scopes which are addressed in Section 4.**
 - 3.13.2. A separate application is required for each region for which an organization is applying for general scope.
 - Q1 - What is your ability to perform the entire scope of work outlined in this RFA, including any specialized staff training?**
 - Q2 - Provide your staffing plan that demonstrates your capability to provide services. Include:
 - a. Your organizational chart including the number of full time equivalent staff (FTE) who will be paid for under this agreement, including unique regional scopes, if applying.
 - b. Curriculum Vitae/Resumes and/or credentials of key staff, for filled positions.
 - c. Job descriptions for vacant positions.
 - d. What methods will you use and what benefits/salary structure will you offer in order to hire, retain and recruit qualified staff to ensure capacity of the scope of work, including unique regional scopes, if applying?**

e. Include a budget outlining how you will structure the funding received to prioritize staff salaries and benefits, including unique regional scopes, if applying.

Q3– *What is your experience working collaboratively with other community agencies? Include outreach efforts to broaden and strengthen relationships with other community organizations.*

Q4 – *What is your knowledge of the geographic area and population needs for services within the geographic area(s) for which you are applying?*

**Remainder of this page left intentionally blank.*

4. Services with Unique Regional Scopes

4.1. Vendors who choose to apply for any of the following unique regional scopes must also apply to provide ADRC services listed in Subsections 2.1.1. through 2.12.3., in one (1) or more Geographic Area. Vendors will only be awarded any of the following unique regional scopes if also awarded an agreement to provide ADRC services.

4.2. Senior Medicare Patrol (SMP) Services

4.2.1. Vendors can choose to apply for any or all geographic areas to provide SMP services. The three (3) geographic areas for SMP work are:

4.2.1.1. North (Coos, Grafton, Carroll, and Belknap Counties);

4.2.1.2. East (Merrimack, Rockingham, and Stafford Counties); and

4.2.1.3. South (Sullivan, Cheshire, and Hillsborough Counties).

4.2.2. Each of the three (3) SMP geographic areas must have one (1) SMP Complex Interactions Specialist who has completed the SMP Complex Interactions Training, in order to be trained to make referrals of fraud and abuse.

4.2.3. The selected Vendor(s) must provide SMP Services within their geographic area(s) to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare, with a specific emphasis on those with the greatest need.

4.2.4. The selected Vendor(s) must recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.

4.2.5. The selected Vendor(s) must provide no less than one (1) group outreach and education event within their geographic area per quarter, to total no less than four (4) per year, with an emphasis on providing and distributing SMP outreach throughout their geographic area during the year.

4.2.6. The selected Vendor(s) must provide no less than one (1) instance of media outreach per month, including but not limited to SMP-approved:

4.2.6.1. Flyers.

4.2.6.2. Fact sheets.

4.2.6.3. Newsletters.

4.2.6.4. Advertisements.

4.2.7. The selected Vendor(s) must collaborate with organizations regarding the SMP program, including NH SHIP, to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels, and education outreach planning.

4.2.8. The selected Vendor(s) must provide beneficiary education and inquiry resolution of health care billing errors and suspected fraudulent practices.

- 4.2.9. The selected Vendor(s) must utilize local and statewide resources to support expanded Medicare awareness and coverage.
- 4.2.10. The selected Vendor(s) must conduct reporting to the ACL and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources, and monitor and assess their results through quality measures.
- 4.2.11. The selected Vendor(s) must report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG), and assist each year with the reconciliation of the annual OIG report.
- 4.2.12. The selected Vendor(s) must provide isolated individuals and those with greatest need with information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services, through expanded partnerships and a network of trained volunteers.
- 4.2.13. The selected Vendor(s) must implement the Volunteer Risk and Program Management as developed by the SMP Resource Center and approved by the ACL.
- 4.2.14. **Mandatory Questions for Subsection 4.2., SMP Services (Appendix C-1)**
 - 4.2.14.1. Vendors may apply for any and all regions as outlined in the SMP, but must include the region(s) for which they are applying in their application. Only one (1) application is required when applying to provide SMP services regardless of the number of regions for which you are applying.

Q1: What is your knowledge and experience of the SMP program, including the communities with greatest need for healthcare fraud, error, and abuse services?

Q2: What is your experience researching concerns and gathering necessary materials for SMP reporting?

4.3. Medicare Outreach, Volunteer and Training Services

- 4.3.1. The Department is seeking one (1) selected Vendor to provide statewide Medicare Outreach, Volunteer, and Training Services for the New Hampshire State Health Insurance Assistance Program (SHIP), Medicare Improvement for Patients and Providers Act (MIPPA) and Senior Medicare Patrol (SMP) programs through the employment and oversight of one (1) full-time equivalent position (Medicare Trainer).
- 4.3.2. The selected Vendor must provide State Health Insurance Assistance Program (SHIP) training, Senior Medicare Patrol (SMP) training (awarded to applicants who apply to this program), and Medicare Information for Patients and Providers (MIPPA) training to ADRC selected Vendor(s), statewide, to ensure each location has a minimum of one (1) SHIP/MIPPA certified counselor.
- 4.3.3. The selected Vendor must ensure the Medicare Trainer is able to participate in events involving in-state and out-of-state travel.
- 4.3.4. The selected Vendor must research, identify and participate in outreach throughout the state including, but not limited to:

- 4.3.4.1. Creating new contacts and maintaining existing contacts.
- 4.3.4.2. Distributing information about the program throughout the state.
- 4.3.4.3. Transporting, setting up, operating and maintaining a booth and materials at health fairs, senior days, conferences, and similar opportunities.
- 4.3.4.4. Coordinating with NH's Aging and Disability Resource Centers (ADRCs) sites and staff to ensure all events are appropriately staffed.
- 4.3.4.5. Identifying and coordinating diverse outreach opportunities within targeted communities statewide for NH SHIP, MIPPA and SMP team members, and recruiting and coordinating volunteers for these programs and events.
- 4.3.5. The selected Vendor must serve as a resource and trainer for NH SHIP, MIPPA and SMP team members on health coverage plans for Medicare beneficiaries or persons soon to be eligible for Medicare.
- 4.3.6. The selected Vendor must stay current on Medicare and other older-adult related topics, issues, and coverage rules by researching and reviewing available information online through outlets including, but not limited to:
 - 4.3.6.1. Reading newsletters, emails, and bulletins.
 - 4.3.6.2. Attending trainings, conferences, and meetings with community partners, webinars and the national annual conference.
 - 4.3.6.3. Keeping up-to-date on laws, standards and guidelines.
- 4.3.7. The selected Vendor must:
 - 4.3.7.1. Assist in training NH SHIP, SMP and MIPPA team members quarterly.
 - 4.3.7.2. Facilitate the recertification for SHIP and SMP team members annually.
 - 4.3.7.3. Assist with onboarding new employees, making sure they have the most current information.
- 4.3.8. The selected Vendor must act as primary contact for agencies and NH SHIP, SMP and MIPPA team members for training and outreach which includes, but is not limited to:
 - 4.3.8.1. Providing feedback to the Medicare Director as required.
 - 4.3.8.2. Ensuring that team members have the materials they need to provide outreach services in their geographic region.
 - 4.3.8.3. Overseeing outreach goals, progress, and plans of the ADRCs (ServiceLink) sites for SHIP, MIPPA, and SMP on a quarterly basis.
 - 4.3.8.4. Recruiting new volunteers and managing new and existing SHIP/MIPPA/SMP volunteers as applicable.

- 4.3.8.5. Coordinating the volunteer roles in accordance with ACL's Volunteer Risk and Program Management (VPRM) policies and requirements.
- 4.3.9. The selected Vendor must maintain a monthly training activity report that includes the following:
 - 4.3.9.1. Training provided to ADRC sites.
 - 4.3.9.2. Names of certified SHIP and SMP counselors, staff, and volunteers at each ADRC site.
 - 4.3.9.3. Date of counselor's most recent certification.
 - 4.3.9.4. Hours of training attended during the month/per person.
 - 4.3.9.5. Trainings provided with detailed topics, along with the method in which they were delivered.
 - 4.3.9.6. Identified counselors' training needs and barriers.
 - 4.3.9.7. Post-training evaluation summaries and outcomes as directed by the Department.
- 4.3.10. The selected Vendor must provide quarterly reports of the summary of statewide training activities which will include the following:
 - 4.3.10.1. Total number of sites receiving training during the quarter.
 - 4.3.10.2. Total number of hours of training provided to all SHIP and SMP counselors.
 - 4.3.10.3. Total number of certified counselors statewide.
 - 4.3.10.4. Total number of new SHIP and SMP certified counselors during the quarter.
 - 4.3.10.5. Total number of trainings provided during the quarter.
 - 4.3.10.6. Topics of all trainings provided.
 - 4.3.10.7. A narrative, providing a description of the following:
 - 4.3.10.7.1. Counselor accomplishments;
 - 4.3.10.7.2. Challenges; and
 - 4.3.10.7.3. Plans to overcome challenges.
- 4.3.11. **Mandatory Questions for Subsection 4.3., Medicare Outreach, Volunteer and Training Services (Appendix C-2)**
 - Q1: What is your ability to provide the training scope outlined in this RFA, including any training assistance previously provided?**
 - Q2: Please explain how you will recruit SHIP and SMP volunteers to help support the Medicare Open Enrollment period.**

Q3: What is your experience identifying outreach opportunities to broaden and expand assistance to target populations?

4.4. Medicaid Eligibility Coordinator Services

- 4.4.1. The Department is seeking one (1) Vendor to provide two (2) full-time equivalent positions (a minimum of 37.5 hours each) to provide Medicaid Eligibility Coordinator Services statewide.
- 4.4.2. The selected Vendor must ensure Medicaid Eligibility Coordinators provide guidance and support to individuals who are potentially eligible for Medicaid-funded Long Term Community-Based Supports and Services (LTCSS). The selected Vendor must:
 - 4.4.2.1. Initiate the application process in compliance with LTCSS operating procedures.
 - 4.4.2.2. Contact individuals who are potentially eligible for services to:
 - 4.4.2.2.1. Obtain eligibility determination information.
 - 4.4.2.2.2. Coordinate the completion of the financial, medical and functional assessments using a person-centered approach.
 - 4.4.2.2.3. Communicate directly with individuals, family members, and other supportive people to initiate involvement with community-based agencies and to assist with the Medicaid eligibility process.
 - 4.4.2.2.4. Conduct weekly monitoring of the New Heights database to ensure:
 - 4.4.2.2.4.2. Cases are updated;
 - 4.4.2.2.4.2. Authorized Representatives for individuals are identified.
 - 4.4.2.2.4.2. Department notices are being sent to the person(s) indicated.
 - 4.4.2.3. Provide consultation, technical and problem-solving assistance to individuals in the completion of Medicaid applications.
 - 4.4.2.4. Coordinate the collection of necessary functional, medical and financial documentation required for eligibility determination.
 - 4.4.2.5. Coordinate the scheduling of medical, financial, or assessment-related appointments for the purpose of eligibility determination.
 - 4.4.2.6. Following up with individuals to provide appointment reminders.
- 4.4.3. The selected Vendor must ensure Medicaid Eligibility Coordinators participate in monthly evaluation meetings to comment and share observations regarding

the No Wrong Door System and its partners, and to identify global policy change.

- 4.4.4. The selected Vendor must ensure each Medicaid Eligibility Coordinator maintains contact with the Department's Bureau of Family Assistance, as instructed by the Department.
- 4.4.5. The selected Vendor must maintain a record of each individual to which they provide support and of each individual in need of follow-up contact and support.
- 4.4.6. The selected Vendor must conduct follow-up appointment reminders with 100% of individuals scheduled for appointments.
- 4.4.7. **Mandatory Questions for Subsection 4.4., Medicaid Eligibility Coordinator Services (Appendix C-3)**

Q1: How will you ensure staffing with the appropriate experience to provide eligibility coordinator services?

Q2: What is your experience working collaboratively with regional partners to provide assistance with answering Medicaid and/or home and community-based services eligibility questions?

4.5. ADRC General Phone Line

- 4.5.1. The Department is seeking one (1) Vendor to operate the existing statewide phone line. The ADRC phone system is designed to automatically route calls for clients calling from a cell phone set up in NH to the appropriate ADRC regional center. For calls from land lines or cell phones established outside NH, the call defaults to the ADRC General Phone Line rather than routing to a specific center.
- 4.5.2. The selected Vendor must accept calls transferred from the ADRC general telephone line including:
 - 4.5.2.1. Providing a minimum of forty (40) hours per week of ADRC general telephone line services Monday through Friday during business hours.
 - 4.5.2.2. Providing a quarterly report to the Department of overall call volumes.
 - 4.5.2.3. Logging all received telephone calls, which includes, but is not limited to:
 - 4.5.2.3.1. Name of caller.
 - 4.5.2.3.2. Time of call.
 - 4.5.2.3.3. Telephone number of caller.
 - 4.5.2.3.4. The ADRC provider to whom the caller was referred.
 - 4.5.2.4. Transferring calls to applicable ADRC provider.
 - 4.5.2.5. Responding to calls left on voicemail within one (1) business day from the time the call is received.

4.5.3. **Mandatory Questions for Subsection 4.5., General Phone Line (Appendix C-4)**

Q1: How will you ensure that the system maintains its integrity during power outages?

Q2: How will you staff the general phone line?

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4.6. Finance

4.6.1. Funding is anticipated to be available for the resulting contract(s) as follows:

Program	State Fiscal Year	Funding Amount
General Scope	SFY 2025	\$3,879,747
	SFY 2026	\$3,879,747
SMP Regional Scope	SFY 2025	\$249,000 (\$83,000 per region)
	SFY 2026	\$249,000 (\$83,000 per region)
Eligibility Coordinator Scope	SFY 2025	\$175,170
	SFY 2026	\$175,170
Medicare Trainer/Outreach Scope	SFY 2025	\$85,000
	SFY 2026	\$85,000
General Phone Line	SFY 2025	\$10,000
	SFY 2026	\$10,000

4.6.2. Appendix H – Funding Breakdown includes funding by Geographic Area.

4.6.3. Funds are anticipated to be available in the State Fiscal Years identified above with the ability to adjust encumbrances between state fiscal years, if needed and justified.

4.6.4. Payment for services will be made on a monthly basis based on the approved budgets, which will be included in the resulting contract(s). Selected Vendor(s) will be required to submit budgets for Department approval upon notification of award.

4.6.5. The selected Vendor(s) must submit monthly invoices using a form satisfactory to the Department, which identifies and requests reimbursement for authorized expenses incurred. The selected Vendor must ensure invoices are completed, dated and submitted to the Department to initiate payment.

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5. SOLICITATION RESPONSE EVALUATION –

5.1. 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 for General ADRC scope questions (Subsection 3.13.)	POSSIBLE SCORE
Q1 – Ability	250 Points
Q2 - Capacity and Staffing plan	200 Points
Q3 – Experience with community agencies	150 Points
Q4 – Knowledge of geographic area	100 Points
Technical Response – Total Possible Score	700 Points

TECHNICAL RESPONSE for SMP scope questions (Paragraph 4.2.14.)	POSSIBLE SCORE
Q1 – Knowledge and experience of SMP	100 Points
Q2 – SMP reporting	100 Points
Technical Response – Total Possible Score	200 Points

TECHNICAL RESPONSE for Medicare Trainer scope questions (Paragraph 4.3.11.)	POSSIBLE SCORE
Q1 - Ability	100 Points
Q2 – Recruiting volunteers	50 Points
Q3 – Identifying outreach opportunities	50 Points
Technical Response – Total Possible Score	200 Points

TECHNICAL RESPONSE for Eligibility Coordinator scope questions (Paragraph 4.4.7.)	POSSIBLE SCORE
Q1 – Staffing and experience	100 Points
Q2 – Working collaboratively	100 Points
Technical Response – Total Possible Score	200 Points

TECHNICAL RESPONSE for General Phone Line scope questions (Paragraph 4.5.3.)	POSSIBLE SCORE
Q1 – System integrity	50 Points
Q2 - Staffing	50 Points
Technical Response – Total Possible Score	100 Points

6. SOLICITATION RESPONSE PROCESS

6.1. Letter of Intent

- 6.1.1. A Letter of Intent to submit a Response to this solicitation is optional.
- 6.1.2. 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.
- 6.1.3. 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.**

6.2. Questions and Answers

6.2.1. Vendors’ Questions

- 6.2.1.1. 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.
- 6.2.1.2. 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.
- 6.2.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 6.2.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

6.2.2. Department Responses

6.2.2.1. 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.

6.2.3. Exceptions

6.2.3.1. 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.

6.2.3.2. 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.

6.2.3.3. 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.**

6.3. Solicitation Amendment

6.3.1. 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, at its sole discretion, may extend the Submission Deadline.

7. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

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

7.1.1. The subject line must include the following information:

RFP-2024-DLTSS-03-ADRCS (email xx of xx).

7.2. The maximum size of file attachments per email is 25 MB. Submissions with file attachments exceeding 25 MB must be sent via multiple emails.

7.3. 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.

- 7.4. 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.
- 7.5. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of solicitation responses must be at the Vendor's expense.

8. SOLICITATION RESPONSE REQUIREMENTS

- 8.1. 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.

8.2. Technical Response Contents

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

8.2.1. Appendix B – Transmittal Letter and Vendor Information, including:

- 8.2.1.1. **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 B if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>

8.2.2. Appendix C – Vendor Technical Response to Mandatory Questions

- 8.2.3. **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.

9. ADDITIONAL TERMS AND REQUIREMENTS

9.1. 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.

9.2. 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.

9.3. 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.

9.4. 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 must not be considered eligible for an award under this solicitation.

9.5. 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.

9.6. 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.

9.7. Confidentiality

- 9.7.1. 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.

9.8. Public Disclosure

- 9.8.1. 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>).
- 9.8.2. 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 as confidential must 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 must note on the applicable page or pages that the redacted portion or portions are "confidential."

- 9.8.3. 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.
- 9.8.4. Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in responses or any subsequently awarded contract must be subject to public disclosure regardless of whether it is marked as confidential.
- 9.8.5. 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 must 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.
- 9.8.6. By submitting a response to this solicitation, Vendors acknowledge and agree that:
 - 9.8.6.1. 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;
 - 9.8.6.2. 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
 - 9.8.6.3. 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 Vendor.

9.9. Electronic Posting of Solicitation Results and Resulting Contract

- 9.9.1. At the time of receipt of responses, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this solicitation, the Department will post the name, rank or score of each responding Vendor. In the event that the resulting contract does not require Governor & Executive Council approval, the Agency will disclose the rank or score at least five (5) business days before final approval of the contract.

- 9.9.2. 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.

9.10. 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.

9.11. Liability

By submitting a response to this solicitation, the Vendor agrees that in no event must 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.

9.12. 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.

9.13. 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 must be borne entirely by the Vendor.

9.14. Successful Vendor Notice and Contract Negotiations

If a Vendor is selected, the Department will send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Vendor(s), all submitted solicitation responses remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Vendor(s), the evaluation team may recommend another Vendor. The Department will not contact Vendor(s) that are not initially selected to enter into contract negotiations.

9.15. Scope of Award and Contract Award Notice

- 9.15.1. 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.

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

9.16. 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 must be borne entirely by the Vendor.

9.17. Protest of Intended Award

Any challenge of an award made or otherwise related to this solicitation must 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, must 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.

9.18. Contingency

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

9.19. Ethical Requirements

From the time this solicitation is published until a contract is awarded, no Vendor must 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 must 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, must be disqualified from submitting a response to this solicitation, or similar request for submission and every such Vendor must 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 must note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, must be deleted from the list.

9.20. 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.

10. COMPLIANCE

- 10.1. The selected Vendor(s) must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 10.2. The selected Vendor(s) 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:
 - 10.2.1. Site visits.
 - 10.2.2. File reviews.
 - 10.2.3. Staff training.

10.3. Records

- 10.3.1. The selected Vendor(s) must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
 - 10.3.1.1. 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(s).
 - 10.3.1.2. 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.
 - 10.3.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which must 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.
- 10.3.2. 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 must 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(s) as costs hereunder the Department must 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(s).

10.4. Credits and Copyright Ownership

- 10.4.1. 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.”

- 10.4.2. 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.
- 10.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 10.4.3.1. Brochures.
 - 10.4.3.2. Resource directories.
 - 10.4.3.3. Protocols.
 - 10.4.3.4. Guidelines.
 - 10.4.3.5. Posters.
 - 10.4.3.6. Reports.
- 10.4.4. The selected Vendor(s) must not reproduce any materials produced under the contract without prior written approval from the Department.

10.5. Culturally and Linguistically Appropriate Services

- 10.5.1. Vendors are required to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 10.5.2. Vendors 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 Vendors’ program design, which in turn, will allow Vendors to put forth the best possible solicitation response.
- 10.5.3. If awarded a contract, the selected Vendor(s) will be:
 - 10.5.3.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and
 - 10.5.3.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, as made available by the Department.

10.6. Operation of Facilities: Compliance with Laws and Regulations

- 10.6.1. In the operation of any facilities for providing services, the Selected Vendor(s) must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the selected Vendor(s) with respect to the operation of the facility or the provision of the

services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Selected Vendor(s) will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Selected Vendor(s) hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

10.7. Eligibility Determinations

- 10.7.1. The selected Vendor(s) must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 10.7.2. The selected Vendor(s) must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

10.8. Background Checks

- 10.8.1. Prior to permitting any individual to provide services under this Agreement, the selected Vendor must ensure that said individual has undergone:
 - 10.8.1.1. 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 under this Agreement;
 - 10.8.1.2. 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; and
 - 10.8.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

10.9. Confidential Data

- 10.9.1. The selected Vendor(s) must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit.
- 10.9.2. The selected Vendor(s) must ensure any individuals involved in delivering services through the resulting contract(s) 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 Vendor(s) must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor(s) must provide attestations upon Department request.

10.9.3. Upon request, the selected Vendor 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 Vendor 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:

10.9.3.1. How PII is gathered and stored;

10.9.3.2. Who will have access to PII;

10.9.3.3. How PII will be used in the system;

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

10.9.3.5. Privacy practices.

10.9.4. 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.

10.10. Department Owned Devices, Systems and Network Usage

10.10.1. 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) or access the Department network in the fulfillment of this Agreement, each End User must:

10.10.1.1. 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;

10.10.1.2. 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 must they access or attempt to access information without having the express authority of the Department to do so;

10.10.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

10.10.1.4. 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;

10.10.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

- 10.10.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 10.10.1.7. 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";
- 10.10.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines;
- 10.10.1.9. Agree when utilizing the Department's email system:
 - 10.10.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov";
 - 10.10.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 10.10.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.";
- 10.10.1.10. End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
 - 10.10.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data;
 - 10.10.1.10.2. 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; and
 - 10.10.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages;
- 10.10.1.11. Selected Vendor(s) 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; and

10.10.1.12. The selected Vendor(s) 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 Vendor(s) agree to notify the Department's Information Security Office or designee immediately.

10.10.2. Workspace Requirement

10.10.2.1. If applicable, the Department will work with selected Vendor(s) to determine requirements for providing necessary workspace and Department equipment for its End Users.

10.11. **Contract End-of-Life Transition Services**

10.11.1. General Requirements

10.11.1.1. 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 Vendor(s) to the Department and, if applicable, the selected Vendor(s) engaged by the Department to assume the Services previously performed by the selected Vendor(s) for this section the new selected Vendor must be known as "Recipient". Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the selected Vendor(s) must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department must provide the DTP template to the Selected Vendor(s).

10.11.1.2. The selected Vendor(s) must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Selected Vendor(s) 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 Selected Vendor(s) 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.

10.11.1.3. 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.

10.11.1.4. The internal planning of the Transition Services by the Selected Vendor(s) and its End Users must be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services must be deemed to be Services for purposes of the Contract.

10.11.1.5. Should the data Transition extend beyond the end of the Contract, the Selected Vendor(s) 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.

10.11.1.6. In the event where the Selected Vendor(s) has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Selected Vendor(s) 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.

10.11.2. Completion of Transition Services

10.11.2.1. Each service or Transition phase must 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 Selected Vendor(s) notifies the Department of an issue requiring additional time to complete said product.

10.11.2.2. Once all parties agree the data has been migrated the Selected Vendor(s) will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

10.11.3. Disagreement over Transition Services Results

10.11.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department must notify the Selected Vendor(s), 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 must discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department must be entitled to initiate actions in accordance with the Contract.

10.12. **Website and Social Media**

10.12.1. The selected Vendor(s) must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or

managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

10.12.2. The selected Vendor(s) agree Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Department's Business Associate Agreement and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Selected Vendor(s) agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

10.12.3. State of New Hampshire's Website Copyright

10.12.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, must remain with the State of New Hampshire. The State of New Hampshire must also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information must, where applicable, display the State of New Hampshire's copyright.

10.13. **Audit Requirements**

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

10.13.1.1. 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;

10.13.1.2. 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

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

10.13.2. If Condition A exists, the selected Vendor(s) must 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.

10.13.3. If Condition B or Condition C exists, the selected Vendor(s) must submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.

10.13.4. 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.

- 10.13.5. In addition to, and not in any way in limitation of obligations of the resulting Contract(s), it is understood and agreed by the selected Vendor(s) that the selected Vendor(s) must be held liable for any state or federal audit exceptions and must 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.

11. APPENDICES TO THIS SOLICITATION

11.1. Appendix A – Form P-37 General Provisions and Standard Exhibits

11.2. Appendix B – Transmittal Letter and Vendor Information

11.3. Appendix C – Technical Response to Questions

- 11.3.1. Appendix C-1 – Optional Questions for SMP Services (Mandatory if applying to provide these services)
- 11.3.2. Appendix C-2 – Optional Medicare Outreach, Volunteer and Training Services (Mandatory if applying to provide these services)
- 11.3.3. Appendix C-3 – Optional Medicaid Eligibility Coordinator Services (Mandatory if applying to provide these services)
- 11.3.4. Appendix C-4 – Optional General Phone Line Services (Mandatory if applying to provide these services)

11.4. Appendix D – Geographic Areas

11.5. Appendix E – NHFCSP Program Goals and Objectives

11.6. Appendix F – SHIP Mission and Vision

11.7. Appendix G – Veteran Directed Care Program Description

11.8. Appendix H – Funding Breakdown