



State of New Hampshire
Department of Health and Human Services

REQUEST FOR APPLICATIONS

FOR

CASE MANAGEMENT AND SUPPORT SERVICES FOR
INDIVIDUALS LIVING WITH HUMAN IMMUNODEFICIENCY
VIRUS (HIV)

RFA-2024-DPHS-05-CASEM

RELEASE DATE: July 18, 2023

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1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control (“Department”) is seeking responses to this Request for Applications (solicitation) from qualified Vendors to provide Medical Case Management (MCM), Non-Medical Case Management (NMCM) and Human Immunodeficiency Virus (HIV) Support Services to individuals living with HIV and receiving services through the New Hampshire Ryan White Comprehensive AIDS Resource Emergency (NH Care) Program.

The Department anticipates awarding one (1) contract per Geographic Region, which is attached as Attachment A. The Department may award additional contracts in a Geographic Region at its discretion to ensure sufficient statewide coverage, as services must be provided throughout New Hampshire for the services in this solicitation. Applicants are required to submit separate applications for each Geographic Region, if proposing to serve more than one (1) region. Applications can apply to one (1) or more regions. The Department will award the vendor(s) with the highest points per region.

1.2. Key Information

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

Contract Effective Date	October 1, 2023	
Contract End Date	September 30, 2028	
Renewal Options	The Department may extend contracted services for up to five (5) additional years.	
Funding for the resulting contract(s) is anticipated to be approximately:	<p>\$4,156,380 total divided by regions, as follows:</p> <ol style="list-style-type: none"> 1. Region 1: Belknap County, Carroll County, eastern Coos County, eastern Grafton County, Merrimack County, and northern Hillsborough County: approximately \$2,001,947 2. Region 2: Cheshire County, southern Hillsborough County, and southern Sullivan County: approximately \$1,146,912 3. Region 3: Northern Sullivan County, western Coos County, and western Grafton County: approximately \$339,573 4. Region 4: Rockingham County and Strafford County: approximately \$667,948 	
Funding Source	The Department anticipates using Other funds for resulting contract(s).	
	Assistance Listing #	N/A
	Award Name	N/A

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Point of Contact	Erica Brisson, Contract Specialist Erica.D.Brisson@dhhs.nh.gov 603-271-2762
From the date of release of this solicitation until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Department regarding this solicitation is prohibited unless first approved by the Point of Contact listed above. Department employees have been directed not to hold conferences and/or discussions concerning this solicitation with any potential contractor during the selection process, unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating this restriction on communications.	

1.3. Procurement Timetable

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.		
Item	Action	Date
1.	Solicitation Released	7/18/2023
2.	Letter of Intent Submission Deadline (optional)	7/21/2023
3.	Questions Submission Deadline	7/25/2023 12:00PM
4.	Department Response to Questions Published	7/28/2023
5.	Vendor Solicitation Response Due Date	8/4/2023 12:00PM

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Division of Public Health, Bureau of Infectious Disease Control

The Department is the recipient of the federal Ryan White Part B funds as issued by the Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB). The Department’s NH CARE Program receives Ryan White Part B (RWRB) funding from the Health Resources Administration (HRSA) and is subject to implementing contractual agreements with all service providers. Federal regulations also require that NH Care Program funds be used only as the payer of last resort.

1.4.2. Objective

The selected Vendor will provide case management services (medical and non-medical) and support services for New Hampshire residents, from enfant to adult, living with Human Immunodeficiency Virus (HIV). The medical and non-medical case management services will include enrollment in the New Hampshire Ryan White CARE Program, a comprehensive assessment of client needs, the development of an

individual client centered service plan, and documented communication with medical providers to ensure that clients remain engaged in medical care.

The HIV support services include the provision of supplementary food/nutrition services, medical transportation, housing services, and linguistic services. These case management and direct support services are provided by trained staff that provide wrap-around services as part of the comprehensive care delivery to improve access and engagement in quality HIV care and treatment for low-income, underserved, and disproportionately affected people living with HIV statewide.

The Department requires the selected Applicant (s) also named case management agencies to assist eligible clients with enrolling and re-enrolling in the NH CARE Program, as well as provide case management and support services to clients.

1.4.3. **Covered Populations**

The estimated 650 New Hampshire residents who are living with HIV/AIDS and have a gross annual household income at or below 500% of the federal poverty level.

2. STATEMENT OF WORK

2.1. Scope of Services

2.1.1. The selected Applicant(s) must adhere to all applicable legislative and programmatic requirements when providing services, including but not limited to:

2.1.1.1. Ryan White Comprehensive AIDS Resources Emergency (CARE) legislation, administered by the U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HSRA), HIV/AIDS Bureau (HAB).

2.1.1.2. HRSA National Monitoring Standards, as instructed by the Division of Public Health (DPHS), which are available online at:

<https://ryanwhite.hrsa.gov/sites/default/files/ryanwhite/grants/2022-rwhap-nms-part-b.pdf>

2.1.2. The selected Applicant(s) must maintain compliance with current policies and procedures set forth by HRSA and the Department. HRSA policies can be viewed online at: <https://hab.hrsa.gov/program-grantsmanagement/policy-notices-and-program-letters>

2.1.3. The selected Applicant(s) must provide all of the following services:

2.1.3.1. HIV Support Services.

2.1.3.2. Medical Case Management (MCM).

2.1.3.3. Non-Medical Case Management (NMCM).

2.1.4. The selected Applicant(s) must enroll individuals to the NH Ryan White CARE Program via the CAREware system. The selected Applicant(s) must:

2.1.4.1. Assist individuals with completing the initial NH Care Program application.

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- 2.1.4.2. Assist individuals with completing the NH Care Program application for re-enrollment every six (6) months.
- 2.1.4.3. Submit completed NH Care Program applications to the Department, via the CAREware system, as completed by individuals every six (6) months.
- 2.1.5. The selected Applicant(s) must ensure the proper security when using the CAREWare system and accessing electronic records, as defined by the Department's Division of Public Health Services (DPHS), Bureau of Infectious Disease Control's (BIDC) Security and Confidentiality Policy.
- 2.1.6. The selected Applicant(s) must ensure all CARE Program applications are completed and include, but are not limited to:
 - 2.1.6.1. Documented medical diagnosis of HIV.
 - 2.1.6.2. Documented proof of address, residency in the State of NH.
 - 2.1.6.3. Annual gross household income equal to or less than 500% of the Federal Poverty Level (FPL).
 - 2.1.6.4. Annual proof and date of a NH Medicaid application having been filed if the household income is at or below 200% of the FPL.
 - 2.1.6.5. Completed Patient Medical Information (PMI) form, as provided by the NH CARE Program.
 - 2.1.6.6. Documentation of screening individuals for eligibility of Medicaid, Medicare, third-party insurance, Federal Health Insurance Marketplace, other insurance programs, Veterans Affairs benefit programs, and other funding sources.
- 2.1.7. The selected Applicant(s) must ensure individuals who are enrolled in, or are receiving contracted services are not incarcerated in a state or federal correctional or prison system. The selected Applicant(s) must notify the Department if an individual becomes incarcerated after submittal of an application or after eligibility is approved.
 - 2.1.7.1. The selected Applicant(s) must ensure eligibility status is retained for individuals who are incarcerated in a NH County Department of Corrections system and enrolled or receiving contracted services.
 - 2.1.7.2. The selected Applicant(s) must provide services in accordance with the Universal and Service-Specific Standards of Care for NH HIV/AIDS services which is posted on the Department's website: <https://www.dhhs.nh.gov/programs-services/disease-prevention/infectious-disease-control/nh-ryan-white-care-program/nh-ryan>
- 2.1.8. **Medical Case Management Services**
 - 2.1.8.1. The selected Applicant(s) must provide Medical Case Management (MCM) Services, which focuses on improving health outcomes for individuals enrolled in the NH CARE Program, in accordance with the Standards of Care for NH HIV/AIDS services.

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- 2.1.8.2. The selected Applicant(s) must deliver MCM in accordance with the HIV care continuum through integrated services, which may include but are not limited to:
 - 2.1.8.2.1. Providing client advocacy and facilitating client-centered information decision-making.
 - 2.1.8.2.2. Completing an initial assessment of need and development of a comprehensive, individualized care plan, in consultation with the client that reflects the client's preferences and treatment goals. Individualized care plans may include but are not limited to:
 - 2.1.8.2.2.1. Comprehensive care, including physical and mental health care needs such as prevention and wellness, oral health, acute care, mental health treatment, rehabilitation, and chronic care.
 - 2.1.8.2.2.2. Assessments that include use the Department's screening tools.
 - 2.1.8.2.2.3. Documentation of care plan reevaluation every 6 months at a minimum.
 - 2.1.8.2.3. Coordinating access to medically appropriate levels of health and community support services.
 - 2.1.8.2.4. Ensuring continuity of care through accurate and timely communication of care plans across primary and specialty providers involved with client medical, behavioral health, and support care.
 - 2.1.8.2.5. Conducting continuous assessments of client needs for support, including but not limited to personal support systems.
 - 2.1.8.2.6. Conducting routing follow-ups that focus on client relationship-building and care plan revisions as needs evolve over time, including, but not limited to:
 - 2.1.8.2.6.1. Various case management encounters which may include:
 - 2.1.8.2.6.1.1. Face-to-face meeting.
 - 2.1.8.2.6.1.2. Telephone contact.
 - 2.1.8.2.6.1.3. Other forms of communication and outreach.

- 2.1.8.2.7. Health promotion and health education.
- 2.1.8.2.8. Treatment adherence counseling to promote functional independence, maintain health, ensure readiness for and adherence to complex HIV treatments.
- 2.1.8.2.9. Reviewing services utilization to assist individuals overcoming healthcare systemic barriers, improving quality and safety of individuals receiving services, and reducing duplication of services.
- 2.1.8.2.10. Assisting individuals with accessing public and private programs for which they may be eligible, which may include but are not limited to:
 - 2.1.8.2.10.1. Medicaid.
 - 2.1.8.2.10.2. Children's Health Insurance Program (CHIP).
 - 2.1.8.2.10.3. Medicare Savings Programs.
 - 2.1.8.2.10.4. Pharmaceutical Manufacturer's Patient Assistance Programs.
 - 2.1.8.2.10.5. Department of Labor-funded services.
 - 2.1.8.2.10.6. Department of Education-funded services.
 - 2.1.8.2.10.7. Other state or local health care and supportive services.
 - 2.1.8.2.10.8. Private health care plans.
 - 2.1.8.2.10.9. Public marketplace.
 - 2.1.8.2.10.10. Dental plans.
- 2.1.8.3. The selected Applicant(s) must ensure contracted services are provided by a Medical Case Manager who meets a minimum of one (1) of the following criteria:
 - 2.1.8.3.1. An individual licensed as a health or social service professional in the State of New Hampshire; or
 - 2.1.8.3.2. An individual under the direct supervision of a New Hampshire licensed health or social service professional, with experience in the medical or human services field, such as nursing, social work, psychology, counseling, or health education in accordance with the following criteria:

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- 2.1.8.3.2.1. Bachelor's degree with two (2) years of experience; or
 - 2.1.8.3.2.2. Associate's degree with three (3) years of experience; or
 - 2.1.8.3.2.3. High school diploma or General Education development with five (5) years of experience.
- 2.1.8.4. The selected Applicant(s) must implement policies and procedures that ensure:
- 2.1.8.4.1. The ability to coordinate services, information, and referrals for clients in need of HIV related medical and support services.
 - 2.1.8.4.2. The ability to complete required documentation and data entry, and to ensure confidentiality of data.
- 2.1.8.5. The selected Applicant(s) must ensure MCM services are provided by trained professionals, including individuals who are medically credentialed and other allied health care staff ensuring:
- 2.1.8.5.1. Work experience includes subject matter expertise that reflects requisite experience, education, and/or training consistent with the scope of the role as stated in Section 2.1.8.2.
 - 2.1.8.5.2. Preferred experience may include, but is not limited to previous counseling, and/or direct provision of services, related to:
 - 2.1.8.5.2.1. HIV disease and treatment.
 - 2.1.8.5.2.2. Adherence counseling.
 - 2.1.8.5.2.3. Care Coordination.
 - 2.1.8.5.2.4. Health coaching.
 - 2.1.8.5.2.5. HIV disease process.
 - 2.1.8.5.2.6. Oral health.
 - 2.1.8.5.2.7. Risk reduction.
 - 2.1.8.5.2.8. Prevention strategies.
 - 2.1.8.5.2.9. Harm reduction.
 - 2.1.8.5.2.10. Substance abuse treatment.
 - 2.1.8.5.2.11. Nutrition.

- 2.1.8.5.2.12. Polypharmacy.
- 2.1.8.5.2.13. Chronic disease management.
- 2.1.8.5.2.14. End-of-life.
- 2.1.8.5.2.15. Health promotion.

2.1.9. Non-Medical Care Management Services

- 2.1.9.1. The selected Applicant(s) must provide Non-Medical Case Management (NMCM) Services, which are a range of client-centered services that improve access to and retention of needed core medical and support services.
- 2.1.9.2. The selected Applicant(s) must ensure NMCM Services include, but are not limited to:
 - 2.1.9.2.1. Completing an initial assessment of service needs for each individual in accordance with the Standards of Care for NH HIV/AIDS Services, <https://www.dhhs.nh.gov/sites/g/files/ehbemt476/files/documents2/care-stds-of-care.pdf>.
 - 2.1.9.2.2. Completing an assessment of the individual's behavioral health needs using the Department's behavioral health screening tool, in accordance with the Standards of Care for NH HIV/AIDS Services.
 - 2.1.9.2.3. Developing individualized comprehensive care plans that include, but are not limited to:
 - 2.1.9.2.3.1. Goals, as identified by the individuals served.
 - 2.1.9.2.3.2. HIV support services needed.
 - 2.1.9.2.3.3. Action steps to be taken in order to achieve goals.
 - 2.1.9.2.3.4. Specific date by which the individual plans to achieve identified goals.
 - 2.1.9.2.4. Coordinating, guiding, and assisting with access to:
 - 2.1.9.2.4.1. Timely medically appropriate levels of health and support services and continuity of care.
 - 2.1.9.2.4.2. Social services.
 - 2.1.9.2.4.3. Community services.
 - 2.1.9.2.4.4. Legal services.

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- 2.1.9.2.4.5. Financial services.
- 2.1.9.2.4.6. Employment services.
- 2.1.9.2.4.7. Public and private programs for which individuals may be eligible, which may include, but are not limited to:
 - 2.1.9.2.4.7.1. Medicaid.
 - 2.1.9.2.4.7.2. Children's Health Insurance Program (CHIP).
 - 2.1.9.2.4.7.3. Medicare Part D.
 - 2.1.9.2.4.7.4. Pharmaceutical Manufacturer's Patient Assistance Program.
- 2.1.9.2.4.8. Department of Labor-funded services.
- 2.1.9.2.4.9. Department of Education-funded services.
- 2.1.9.2.4.10. Other state or local health care and supportive services.
- 2.1.9.2.4.11. Private health care plans.
- 2.1.9.2.4.12. Vocational services.
- 2.1.9.2.4.13. Other necessary services.
- 2.1.9.2.5. Advocating or reviewing utilization of service that is client-specific.
- 2.1.9.2.6. Re-evaluating care plans every six (6) months to ensure care plans are updated as appropriate.
- 2.1.9.3. The selected Applicant(s) must ensure continuity of services among all client providers in accordance with Health Resources and Administration and the Clinical Guidelines for the Treatment of HIV/AIDS.
- 2.1.9.4. The selected Applicant(s) must provide NMCM services using forms of communication that may include, but are not limited to:
 - 2.1.9.4.1. Face-to-face.
 - 2.1.9.4.2. Phone contact.
 - 2.1.9.4.3. Other forms of communication including but not limited to email and regular mail as appropriate.

- 2.1.9.5. The selected Applicant(s) must ensure services are provided by a case manager whose job duties must include, but are not limited to:
 - 2.1.9.5.1. The ability to coordinate services, information, and referrals for clients in need of HIV related medical and support services.
 - 2.1.9.5.2. The ability to complete documentation required.
- 2.1.9.6. The selected Applicant must ensure the case manager has one of the following:
 - 2.1.9.6.1. Bachelor's degree with two years of relevant experience; or
 - 2.1.9.6.2. Associate's degree with three years of relevant experience; or
 - 2.1.9.6.3. High school diploma or General Educational Development with five years of relevant experience.

2.1.10. HIV Support Services

- 2.1.10.1. The selected Applicant(s) must coordinate the provision of HIV Support services to eligible individuals in accordance with the Standards of Care for NH HIV/AIDS Services which include:
 - 2.1.10.1.1. Food Bank/home delivered meals;
 - 2.1.10.1.2. Housing;
 - 2.1.10.1.3. Linguistic services; and
 - 2.1.10.1.4. Medical transportation.
- 2.1.10.2. The selected Applicant(s) must ensure Food Bank services and home delivered meal services are provided in accordance with Human Resources Services Administration (HRSA), which includes:
 - 2.1.10.2.1. Providing food items;
 - 2.1.10.2.2. Providing hot meals;
 - 2.1.10.2.3. Implementing a voucher program to purchase food items;
 - 2.1.10.2.4. Providing essential non-food items that include, but are not limited to:
 - 2.1.10.2.4.1. Personal hygiene products.
 - 2.1.10.2.4.2. Household cleaning supplies.
 - 2.1.10.2.4.3. Water filtration or purification systems in communities where water safety issues exist.

- 2.1.10.3. The selected Applicant(s) must coordinate housing services, which include, but are not limited to:
 - 2.1.10.3.1. Transitional, short-term, or emergency housing assistance that enables an individual or family to gain or maintain outpatient or ambulatory health services and treatment.
 - 2.1.10.3.2. Development of individualized housing plans to guide individuals to permanent housing, ensuring updates are completed on an annual basis.
 - 2.1.10.3.3. Housing referral services that include, but are not limited to:
 - 2.1.10.3.3.1. Providing transitional, short-term, or emergency housing assistance.
 - 2.1.10.3.3.2. Developing individualized housing plans to guide client linkages to permanent housing and ensuring plans are updated annually.
 - 2.1.10.3.3.3. Providing housing referral services that include, but are not limited to:
 - 2.1.10.3.3.3.1. Client needs assessment.
 - 2.1.10.3.3.3.2. Housing searches based on clients' needs assessments.
 - 2.1.10.3.3.3.3. Housing advocacy services on behalf of the eligible client.
 - 2.1.10.3.3.3.4. Paying fees associated with housing services.
- 2.1.10.4. The selected Applicant(s) must provide non-emergency medical transportation that enables an eligible client to access or be retained in core medical support services. The selected Applicant(s) may:
 - 2.1.10.4.1. Enter into contracts with providers of transportation services.
 - 2.1.10.4.2. Provide mileage reimbursement, through a non-cash system, that enables clients to travel to necessary medical appointments or other support services in

accordance with the rates established by the Federal Joint Travel Regulations.

2.1.10.4.3. Organize and use volunteer drivers.

2.1.10.4.4. Establish a voucher or token system.

2.1.11. Staffing

2.1.11.1. The selected Applicant(s) must notify the NH Care Program in writing of any newly hired administrator, clinical coordinator or any staff person essential to carrying out the contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

2.1.12. Reporting

2.1.12.1. The selected Applicant(s) must submit a detailed description of the language assistance services they will provide to Limited English Proficiency (LEP persons) to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

2.1.12.2. The selected Applicant(s) must submit quarterly narrative reports that reflect funded program services in accordance with the AIDS Service Organization Quarterly Report, Appendix H, fifteen (15) business days after the close of each quarter.

2.1.12.3. The selected Applicant(s) must submit a year-end report no later than forty-five (45) days after the end of the contract year in a format similar to the quarterly reports.

2.1.12.4. The selected Applicant(s) must submit a Continuity of Operations Plan (COOP) to ensure timely continued MCM, NMCM or HIV support services, as applicable, within forty-five (45) days of the contract effective date.

2.1.12.5. The selected Applicant(s) must submit an initial and yearly updated Quality Management plan to the NH Care Program that addresses the following:

2.1.12.5.1. Quality statement.

2.1.12.5.2. Quality improvement infrastructure.

2.1.12.5.3. Priorities.

2.1.12.5.4. Performance measurement.

2.1.12.5.5. Quality improvement activities.

2.1.12.5.6. Action plan with a timeline and responsible parties.

2.1.12.5.7. Engagement of stakeholders.

2.1.12.5.8. Evaluation.

2.1.12.6. The selected Applicant(s) must participate an annual site visit conducted by the Department, in accordance with the NH CARE Program Annual Monitoring Site Visit Process – NH Ryan White Part B which is posted on the Department’s website:

<https://www.dhhs.nh.gov/programs-services/disease-prevention/infectious-disease-control/nh-ryan-white-care-program/nh-ryan>

2.1.12.7. The selected Applicant(s) may be required to provide other data and metrics to the Department in a format specified by the Department.

2.1.13. Training

2.1.13.1. The selected Applicant(s) must ensure all staff participate in quarterly NH CARE Program sponsored training and technical assistance events.

2.1.14. Performance Measures

2.1.14.1. The selected Applicant(s) must provide key data in a format and at a frequency specified by the Department for the following performance measures:

2.1.14.1.1. Performance Measure #1

2.1.14.1.1.1. Goal: To ensure adherence to Standards of Care for NH HIV/AIDS Services.

2.1.14.1.1.2. Target: Chart reviews result in zero (0) citations for assessment and service planning standards.

2.1.14.1.1.3. Numerator: Number of charts reviewed at site visits that produce zero (0) citations for assessment and service planning.

2.1.14.1.1.4. Denominator: Number of charts reviewed at site visits.

2.1.14.1.1.5. Data Source: Site visit reports.

2.1.14.1.2. Performance Measure #2

2.1.14.1.2.1. Goal: To ensure citations for assessment and service planning are addressed in a timely manner.

2.1.14.1.2.2. Citations for assessment and service planning will have a corrective action plan developed and approved by the NH

care Program within thirty (30) days of receipt of site visit report.

2.1.14.1.2.3. Numerator: Number of citations for assessment and service planning with a corrective action plan that were received and approved within thirty (30) days of receipt of site visit report.

2.1.14.1.2.4. Denominator: Number of citations for assessment and service planning.

2.1.14.1.2.5. Data Source: Site visit report and corrective action plan.

2.1.14.1.3. Performance Measure #3

2.1.14.1.3.1. Goal: To integrate clinical quality management into NH HIV/AIDS services.

2.1.14.1.3.2. Medical case management agencies must develop a quality statement for integration into a quality management plan.

2.1.14.1.3.3. Numerator: Number of quality statements.

2.1.14.1.3.4. Denominator: Number of medical case management agencies.

2.1.14.1.3.5. Data Source: Quality management plan submission and approval dates.

2.2. Mandatory Questions

2.2.1. In response to this solicitation, Vendor(s) must respond to the Mandatory Questions below in Appendix D, Technical Responses to Questions.

Q1 *Describe the extent of need for services in the geographic region(s) for which you are applying. Describe your capacity to provide all services required in this RFA, including your ability to engage in continuous quality assurance and improvement. What is your capacity to engage new clients, and re-engage clients in care services? Include the number of individuals to be served and the geographical location covered.*

Q2 *Describe your experience with care coordination for the covered population served that demonstrates how you ensure continuity of care.*

Q3 *Provide your staffing plan for all positions that details the identified staffing need, hiring timelines, and any on-boarding and training*

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*programs. Describe you acquisition strategies for filling these positions.
Provide resumes for filled positions and detailed job descriptions for
vacant positions.*

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3. SOLICITATION RESPONSE EVALUATION

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

TECHNICAL RESPONSE	POSSIBLE SCORE
Capacity (Q1)	50 Points
Experience (Q2)	50 Points
Staffing Plan (Q3)	25points
Technical Response – Total Possible Score	125 Points

4. Finance

4.1. Funding is anticipated to be available for the resulting contract as follows:

State Fiscal Year	Funding Amount
October 1, 2023 – June 30, 2024 (SFY 24)	\$614,082
July 1, 2024 - June 30, 2025 (SFY 25)	\$833,482
July 1, 2025 – June 30, 2026 (SFY 26)	\$833,482
July 1, 2026 – June 30, 2027 (SFY 27)	\$833,482
July 1, 2027 – June 30, 2028 (SFY 28)	\$833,482
July 1, 2028 – September 30, 2028 (SFY 29)	\$208,370
TOTAL	\$4,156,380

- 4.2. Funds are anticipated to be available in the State Fiscal Years identified above with the ability to adjust encumbrance between state fiscal years, if needed and justified.
- 4.3. Selected Vendor(s) must submit budgets upon notification of award. Payment for services will be made on a monthly basis based on the approved budgets, which will be included in the resulting contract.
- 4.4. The selected Vendor 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.

5. SOLICITATION RESPONSE PROCESS

5.1. Letter of Intent

- 5.1.1. A Letter of Intent to submit a Response to this solicitation is optional.
- 5.1.2. 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.
- 5.1.3. 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.**

5.2. Questions and Answers

5.2.1. Vendors' Questions

- 5.2.1.1. 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.
- 5.2.1.2. 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.
- 5.2.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 5.2.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

5.2.2. Department Responses

- 5.2.2.1. 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.

5.2.3. Exceptions

- 5.2.3.1. 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.
- 5.2.3.2. 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.
- 5.2.3.3. 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.

5.3. Solicitation Amendment

- 5.3.1. 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.

6. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

- 6.1. Responses to this Solicitation must be submitted electronically via email to **rfx@dhhs.nh.gov** **AND** to the Contract Specialist at the email address specified in Subsection 1.2.
 - 6.1.1. The subject line must include the following information:
RFA-2024-DPHS-05-CASEM (email xx of xx).
- 6.2. The maximum size of file attachments per email is 10 MB. Submissions with file attachments exceeding 10 MB must be sent via multiple emails.
- 6.3. 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.
- 6.4. 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.
- 6.5. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of solicitation responses shall be at the Vendor's expense.

7. SOLICITATION RESPONSE REQUIREMENTS

7.1. 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.

7.2. Technical Response Contents

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

7.2.1. **Appendix B - Culturally and Linguistically Appropriate Services (CLAS) Requirements**

7.2.2. **Appendix C – Transmittal Letter and Vendor Information**, including:

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

7.2.3. **Appendix D – Vendor Technical Response to Mandatory Questions**

7.2.4. **Appendix J – Program Staff List**

7.2.5. **Licenses, Certificates and Permits** as required by this Request for Application.

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

7.2.7. **Three (3) references for the Applicant.** The Department reserves the right to contact any reference identified. Each reference must include:

7.2.7.1. Name, address, telephone number of the reference.

7.2.7.2. Description of the nature of the relationship between the Applicant and the reference.

7.2.7.3. Length of the time the reference has been affiliated with the Applicant.

7.2.8. **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.

8. ADDITIONAL TERMS AND REQUIREMENTS

8.1. Non-Collusion

The Vendor's required signature on the Appendix C – Transmittal Letter and Vendor Information submitted in response to this Solicitation guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Vendors

and without effort to preclude the Department from obtaining the best possible competitive solicitation response.

8.2. 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.

8.3. 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.

8.4. Debarment

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

8.5. 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.

8.6. 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.

8.7. Confidentiality

- 8.7.1. 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.

8.8. Public Disclosure

- 8.8.1. 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/>).
- 8.8.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this solicitation should be kept confidential, the Vendor

must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the person listed as the point of contact for this solicitation, identifying the specific page number and section of the information considered to be confidential, commercial or financial and providing the rationale for each designation. Marking or designating an entire submission, attachment or section as confidential shall neither be accepted nor honored by the Department. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are "confidential."

- 8.8.3. 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.
- 8.8.4. Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in responses or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.
- 8.8.5. Notwithstanding a Vendor's designations, the Department is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in response to the solicitation. If a request is made to the Department to view or receive copies of any portion of the response that is marked confidential, the Department shall first assess what information it is obligated to release. The Department will then notify the Vendor that a request has been made, indicate what, if any, information the Department has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the response. To halt the release of information by the Department, a Vendor must initiate and provide to the Department, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.
- 8.8.6. By submitting a response to this solicitation, Vendors acknowledge and agree that:
- 8.8.7. The Department may disclose any and all portions of the response or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this solicitation;
- 8.8.8. The Department is not obligated to comply with a Vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and

- 8.8.9. The Department may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

8.9. Electronic Posting of Solicitation Results and Resulting Contract

- 8.9.1. 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.
- 8.9.2. 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.

8.10. 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.

8.11. Liability

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

8.12. 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.

8.13. Oral Presentations and Discussions

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

8.14. 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.

8.15. Scope of Award and Contract Award Notice

8.15.1. 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.

8.15.2. 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.

8.16. Site Visits

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

8.17. Protest of Intended Award

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

8.18. Contingency

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

8.19. Ethical Requirements

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

submitting a response to this solicitation, or similar request for submission and every such Vendor shall be disqualified from submitting any solicitation response or similar request for submission issued by any state agency. A Vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

8.20. 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.

9. COMPLIANCE

9.1. 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.

9.2. 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:

- 9.2.1. Site visits.
- 9.2.2. File reviews.
- 9.2.3. Staff training.

9.3. Records

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

- 9.3.1.1. 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).
- 9.3.1.2. 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.
- 9.3.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

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

9.4. Credits and Copyright Ownership

9.4.1. 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."

9.4.2. 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.

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

9.4.3.1. Brochures.

9.4.3.2. Resource directories.

9.4.3.3. Protocols.

9.4.3.4. Guidelines.

9.4.3.5. Posters.

9.4.3.6. Reports.

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

9.5. Culturally and Linguistically Appropriate Services

9.5.1. 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.

9.5.2. 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.

9.5.3. If awarded a contract, the selected Vendor(s) will be:

9.5.3.1. 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

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

9.5.4. Vendors must provide oral and/or written interpretation and translation services to individuals, as necessary, to ensure clients receive culturally and linguistically appropriate services.

9.6. Eligibility Determinations

9.6.1. The selected Vendor(s) must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

9.6.2. The selected Vendor(s) must notify any individual who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire RSA 126-A:5.

9.7. Background Checks

9.7.1. Prior to permitting any individual to provide services Agreement, the selected Vendor must ensure that said individual has undergone:

9.7.1.1. 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 the resulting Agreement;

9.7.1.2. 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;

9.7.1.3. 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;

9.8. Confidential Data

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

9.8.2. The selected Vendor(s) must ensure any staff and/or volunteers 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 Exhibit K, 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.

9.8.3. 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:

9.8.3.1. How PII is gathered and stored;

9.8.3.2. Who will have access to PII;

9.8.3.3. How PII will be used in the system;

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

9.8.3.5. Privacy practices.

9.8.4. 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.

9.9. Department Owned Devices, Systems and Network Usage

9.9.1. If Contractor 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 fulfilment of this Agreement, the selected Vendor must:

9.9.1.1. 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;

9.9.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

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

9.9.1.4. 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;

New Hampshire Department of Health and Human Services
Case Management and Support Services for Individuals Living with Human
Immunodeficiency Virus (HIV)

- 9.9.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 9.9.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 9.9.1.7. 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."
- 9.9.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 9.9.1.9. Agree when utilizing the Department's email system:
 - 9.9.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 9.9.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 9.9.1.9.3. 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."
- 9.9.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
- 9.9.1.11. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
- 9.9.1.12. 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.
- 9.9.1.13. Agree End User's will only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.
- 9.9.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may

face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

9.9.1.15. Agrees to 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 agrees to notify the Department's Information Security Office or designee immediately.

9.9.2. Workspace Requirement

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

9.10. Contract End-of-Life Transition Services

9.10.1. General Requirements

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

9.10.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

9.10.1.3. 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.

9.10.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable

the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

9.10.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

9.10.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit K: DHHS Information Security Requirements.

9.10.2. Completion of Transition Services

9.10.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

9.10.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

9.10.3. Disagreement over Transition Services Results

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

9.11. Website and Social Media

9.11.1. State of New Hampshire's Website Copyright

9.11.1.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall 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 shall, where applicable, display the State of New Hampshire's copyright.

9.12. Audit Requirements

- 9.12.1. The selected Vendor(s) must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 9.12.1.1. 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.
 - 9.12.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.
 - 9.12.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 9.12.2. If Condition A exists, the selected Vendor(s) shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the 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.
- 9.12.3. If Condition B or Condition C exists, the selected Vendor(s) shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.
- 9.12.4. 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.
- 9.12.5. 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) shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract(s) to which exception has been taken, or which have been disallowed because of such an exception.

10. APPENDICES TO THIS SOLICITATION

- 10.1. **Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 10.2. **Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 10.3. **Appendix C – Transmittal Letter and Vendor Information**
- 10.4. **Appendix D – Technical Response to Questions**
- 10.5. **Appendix E – NH Care Enrollment Application**
- 10.6. **Appendix F – Quarterly Report**
- 10.7. **Appendix G – Program Staff List**
- 10.8. **Attachment A - County and Town Region List**