



State of New Hampshire
Department of Health and Human Services

REQUEST FOR APPLICATIONS

FOR

Critical Access Hospital Improvement Project

RFA-2024-DPHS-08-CAHIP

RELEASE DATE: April 24th, 2024

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New Hampshire Department of Health and Human Services
 Critical Access Hospitals Improvement Project

1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division of Public Health Services (“Department”) is seeking responses to this Request for Applications (solicitation) from qualified Vendors to provide targeted services for the thirteen (13) New Hampshire Critical Access Hospitals (CAHs) to identify the needs of the population residing in their service areas and to engage hospitals in billing and coding trainings.

The Department anticipates awarding one (1) contract for the services in this solicitation.

1.2. Key Information

The information in the table below is as anticipated by the Department 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	Upon Governor and Executive Council approval	
Contract End Date	5/31/2027	
Renewal Options	The Department may extend contracted services for up to two (2) additional years.	
Funding for the resulting contract is anticipated to be approximately:	\$459,297	
Funding Source	The Department anticipates using Federal funds for the resulting contract.	
	Assistance Listing #	93.301
	Award Name	Small Rural Hospital Improvement Grant Program
Point of Contact	Krissy Nikitas, Senior Contract Specialist Kristine.O.Nikitas@dhhs.nh.gov 603-271-9029	
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	4/24/2024

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2.	Letter of Intent Submission Deadline (optional)	5/1/2024
3.	Questions Submission Deadline	5/8/2024 12:00PM - Noon
4.	Department Response to Questions Published	5/15/2024
5.	Vendor Solicitation Response Due Date	5/20/2024 12:00PM - Noon

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Division of Public Health Services

The Department’s mission is to join communities and families in providing opportunities for citizens to achieve health and independence, in addition to promoting optimal health and well-being for all people in New Hampshire to help protect them from illness and injury. The Department is responsible for serving the public, including individuals, families, communities, and organizations, by delivering high quality, evidenced-based services. The Department responds promptly to public health threats, inquiries, and emerging issues. The Bureau of Prevention and Wellness, Office of Rural Health and Primary Care contributes to this mission, in part, by supporting communities and stakeholders that provide innovative and effective access to quality health care services with a focus on low income, uninsured, and Medicaid populations of New Hampshire.

This program supports eligible small rural hospitals in meeting value-based payment and care goals for their respective organizations through purchases of hardware, software, and training.

1.4.2. Objective

This solicitation is funded through the Small Rural Hospital Improvement Program (SHIP) Grant. The objective of this RFA is to utilize Grant funds to assist New Hampshire CAHs with implementing training activities in accordance with the Affordable Care Act (ACA), collaborate with CAHs to identify how small rural facilities can target their services to the areas of highest need, and to improve the health of residents in each hospital service area.

2. STATEMENT OF WORK

2.1. Scope of Services

- 2.1.1. The selected Vendor must collaborate with the thirteen (13) New Hampshire CAHs to implement training activities in accordance with the ACA, initiate peer learning collaboratives, and offer technical assistance.
- 2.1.2. The selected Vendor must determine training needs based on the results of the annual SHIP needs assessment conducted by the Department’s Rural Health Manager and ensure all training activities are pre-approved by the Rural Health Manager. Training activities include, but are not limited to:

- 2.1.2.1. Participating in Medicare Shared Savings Programs, including Accountable Care Organizations (ACOs).
- 2.1.2.2. Improving data collection through the purchase of health information technology and data management tracking software to comply with quality improvement activities, including advancing patient care information, promoting interoperability, and payment bundling.
- 2.1.2.3. Medicare billing and coding training.
- 2.1.3. The selected Vendor must consult with CAHs interested in becoming part of an ACO and provide information on how Shared Savings Programs can support CAHs with joining and/or creating an ACO.
- 2.1.4. The selected Vendor must develop and conduct at least one (1) Medicare billing and coding training per year. The selected Vendor must ensure:
 - 2.1.4.1. Medicare billing and coding training curriculum covers billing and coding training with required Medicaid updates and supports the CAH revenue streams by ensuring maximal reimbursement for services is obtained.
 - 2.1.4.2. Medicare billing and coding trainings are provided to the CAH staff at no charge.
- 2.1.5. The selected Vendor must maintain an electronic Medicare billing and coding training attendance list that includes telephone and email contact information for each attendee, to be given to the Department's Rural Health Manager no later than two (2) weeks following each training.
- 2.1.6. The selected Vendor must ensure Medicare billing and coding training participants are emailed and encouraged to complete an evaluation survey in order to improve training activities.
- 2.1.7. The selected Vendor must have the capability to provide training activities in the following formats:
 - 2.1.7.1. In-person.
 - 2.1.7.2. Virtual via recorded webinars.
 - 2.1.7.3. Virtual via live webinars.
 - 2.1.7.4. Blog postings.
- 2.1.8. The selected Vendor must collaborate with the thirteen (13) New Hampshire CAHs to identify how small rural facilities can target their services to the areas of highest need. The selected Vendor must:
 - 2.1.8.1. Facilitate a peer learning collaborative of CAHs, virtually or in-person, with the goal of sharing lessons learned and current efforts used to promote population health.
 - 2.1.8.2. Support hospitals with completing Population Health Assessments to determine a baseline of where their current population health efforts are along the continuum.

- 2.1.8.3. Support and provide technical assistance with the hospitals' Community Health Needs Assessments by analyzing the assessments to identify priority areas and connect the hospitals with state and community resources to accomplish their goals.
- 2.1.8.4. Collaborate with the Department's Rural Health Manager to identify resources available for initiatives that CAHs are interested in implementing.
- 2.1.8.5. Identify community-based organizations that may support CAH activities.
- 2.1.8.6. Support CAHs by providing answers to questions on population health initiatives.
- 2.1.8.7. Host a monthly meeting of SRH population health managers, either virtually or in-person, to:
 - 2.1.8.7.1. Provide networking opportunities.
 - 2.1.8.7.2. Share success stories and lessons learned from those who have successfully implemented their population health initiatives.
- 2.1.9. The selected Vendor must collaborate with each interested CAH to improve the health of residents in each hospital service area and ensure full reimbursement for the services provided. The selected Vendor must ensure activities include, but are not limited to:
 - 2.1.9.1. Completing a Population Health Assessment to assess how the SRH supports population health efforts in their service area. The assessment team must include, but is not limited to:
 - 2.1.9.1.1. Staff responsible for Population Health.
 - 2.1.9.1.2. Community Health Workers/Care Coordinators.
 - 2.1.9.1.3. Hospital administration.
 - 2.1.9.1.4. Staff responsible for Community Benefits.
 - 2.1.9.1.5. Quality improvement staff.
 - 2.1.9.1.6. Staff responsible for Patient and Family Engagement.
 - 2.1.9.2. Engaging CAHs to participate in the Population Health Peer Learning Collaborative, which includes, but is not limited to:
 - 2.1.9.2.1. Peer-to-peer sharing of best practices.
 - 2.1.9.2.2. Tools utilized to create/promote population health initiatives.
 - 2.1.9.2.3. Overall strategies related to population health.
 - 2.1.9.3. Creating community benefits profiles by outlining:
 - 2.1.9.3.1. Community investments;

- 2.1.9.3.2. Health disparities identified; and
- 2.1.9.3.3. How hospital investments are addressing these disparities.
- 2.1.9.4. Supporting CAHs in identifying goals that advance population health efforts in their service areas.
- 2.1.9.5. Providing support and education, virtually or in-person, on health equity initiatives so that each CAH reaches their health equity goals for their communities.
- 2.1.9.6. Providing support and training for ICD-11¹ and the transition from ICD-10² to ICD-11 for the CAHs.
- 2.1.9.7. Assisting with the creation of action plans to address health disparities, support effective and efficient investments, and improve population health efforts.
- 2.1.9.8. Evaluating numerical data by:
 - 2.1.9.8.1. Assisting each hospital with identifying metrics to measure progress of population health activities.
 - 2.1.9.8.2. Revisiting numerical data at each development meeting with the CAHs to understand the impact of population health activities, including benefit profiles and investments.
- 2.1.9.9. Meeting with hospital leadership to determine which member(s) of each hospital will participate in the learning collaborative for population health initiatives.
- 2.1.9.10. Documenting, monthly, the number of times the selected Vendor:
 - 2.1.9.10.1. Attempted to contact hospital staff via telephone.
 - 2.1.9.10.2. Successfully reached hospital staff via telephone.
 - 2.1.9.10.3. Held virtual meetings.
 - 2.1.9.10.4. Held in-person meetings.
 - 2.1.9.10.5. Recruited a new hospital representative for a learning collaborative for population health initiatives.
- 2.1.9.11. Documenting the number of CAHs that participate in the learning collaborative meetings, including meeting date(s), time(s), and participants.
- 2.1.9.12. Referring CAHs to resources and programs available to enhance population health efforts including those available at the Division of Public Health Services and other community-based organizations to implement and bolster new initiatives.

¹ <https://icd.who.int/en>

² <https://icd.who.int/browse10/2019/en>

2.1.10. Work Plan

- 2.1.10.1. The selected Vendor must work with the Department's RHPCS Rural Health Manager to finalize a Work Plan within thirty (30) days of the Contract Effective Date.
- 2.1.10.2. The selected Vendor must develop and submit a draft Work Plan, annually, no later than thirty (30) days prior to June 30th.
- 2.1.10.3. The selected Vendor must ensure the Work Plan is used to confirm progress toward meeting the performance measures outlined in Section 2.1.12.5., and program objectives.
- 2.1.10.4. The selected Vendor must provide a final staffing and staffing contingency plan to the Department no later than five (5) days from the Contract Effective Date.

2.1.11. Reporting Requirements

- 2.1.11.1. The selected Vendor must communicate information to the Department's RHPCS Rural Health Manager through monthly meetings, virtually or in-person, that may include, but is not limited to:
 - 2.1.11.1.1. Plans for implementing SHIP menu activities.
 - 2.1.11.1.2. Specific activities being provided.
 - 2.1.11.1.3. Budget status.
 - 2.1.11.1.4. Attendance lists for activities held.
- 2.1.11.2. The selected Vendor must ensure all reports are formatted in a manner that can be shared directly with the CAHs.
- 2.1.11.3. The selected Vendor must provide written quarterly reports to the Department's RHPCS Rural Health Manager on progress during the quarter on trainings, technical assistance provided to the CAHs and on budget spending.
- 2.1.11.4. The selected Vendor must provide a written annual summary report to the Department's RHPCS Rural Health Manager reviewing the grant year by June 30th of each grant year which includes:
 - 2.1.11.4.1. Trainings provided.
 - 2.1.11.4.2. Technical assistance totals provided to each SRH.
 - 2.1.11.4.3. Progress on population health initiatives.
 - 2.1.11.4.4. Progress on SRHs' health equity goals.
 - 2.1.11.4.5. SRH staff satisfaction on trainings and support received.
- 2.1.11.5. The selected Vendor must ensure the following performance measures are achieved annually and monitored monthly to measure the effectiveness of the agreement:

- 2.1.11.5.1. 50% of participants report making a change or planning to make a change in their billing processes because of attendance at Medicare billing and coding training.
- 2.1.11.5.2. 50% of CAHs engage in the Population Health Peer learning collaborative.

2.2. Mandatory Questions

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

- Q1** *Describe your organization’s experience working with Critical Access Hospitals on Population Health initiatives.*
- Q2** *Describe your organization’s capacity to provide technical assistance and education sessions to Critical Access Hospitals or other healthcare providers as described in this RFA. Please also include how your organization would manage the scheduling of the trainings throughout the grant year (June 1st through May 31st).*
- Q3** *Describe your organization’s capability to provide all services required in this RFA. Please include your organizational chart, resumes for key staff who will be responsible for managing the programmatic, administrative, and financial requirements, and any specialized staff training, classes, and/or seminars completed relevant to providing services in this RFA. Please include your experience with federal funding and ensuring that all proposed funds would be expended by the end of each grant year.*
- Q4** *Please provide at least three (3) examples of past facilitated trainings that your organization has partnered with other community entities to enhance programming, and describe your organization’s ability to encourage hospitals to participate in the training opportunities being provided.*

2.3. Finance

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

State Fiscal Year	Funding Amount
2024 (effective date – June 30, 2024)	\$12,758
2025 (July 1, 2024- June 30, 2025)	\$153,099
2026 (July 1, 2025 – June 30, 2026)	\$153,099
2027 (July 1, 2026 – May 31, 2027)	\$140,341
TOTAL	\$459,297

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- 2.3.2. 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.
- 2.3.3. Payment for services will be made monthly based on the approved budgets, which will be included in the resulting contract. The selected Vendor will be required to submit budgets for Department approval upon notification of award.
- 2.3.4. 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.

Remainder of this page intentionally left blank.

3. SOLICITATION RESPONSE EVALUATION

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

TECHNICAL RESPONSE	POSSIBLE SCORE
Experience (Q1)	250 Points
Capacity (Q2)	250 Points
Capability (Q3)	250 Points
Approach (Q4)	250 Points
Total Possible Score	1000 Points

4. SOLICITATION RESPONSE PROCESS

4.1. Letter of Intent

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

4.2. Questions and Answers

4.2.1. Vendors' Questions

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

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

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

4.2.2. Department Responses

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

4.2.3. Exceptions

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

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

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

4.3. Solicitation Amendment

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

5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

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

5.1.1. The subject line must include the following information:

RFA-2024-DPHS-08-SRHIP (email xx of xx).

- 5.2. The maximum size of file attachments per email is 25 MB. Submissions with file attachments exceeding 25 MB must be sent via multiple emails.
- 5.3. The Department must receive submissions by the time and date specified in the Procurement Timetable in Section 1.3 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 5.4. The Department will conduct an initial screening step to verify Vendor compliance with the requirements of this Solicitation. The Department may waive or offer a limited opportunity for a Vendor to cure immaterial deviations from the Solicitation requirements if it is deemed to be in the best interest of the Department.
- 5.5. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of solicitation responses shall be at the Vendor's expense.

6. SOLICITATION RESPONSE REQUIREMENTS

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

6.2. Technical Response Contents

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

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

- 6.2.1.1. **Vendor Code Number** - Prior to executing any resulting contract, the selected Vendor 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 encouraged 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>

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

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

7. ADDITIONAL TERMS AND REQUIREMENTS

7.1. Non-Collusion

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

7.2. Collaborative Solicitation Responses

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

7.3. Validity of Solicitation Responses

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

7.4. Debarment

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

7.5. Property of Department

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

7.6. Solicitation Response Withdrawal

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

7.7. Confidentiality

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

7.8. Public Disclosure

- 7.8.1. The information submitted in response to this solicitation (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know laws, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this solicitation will be made accessible to the public online via the New Hampshire Secretary of State website (<https://sos.nh.gov/>).
- 7.8.2. Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this solicitation should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the person listed as the point of contact for this solicitation, identifying the specific page number and section of the information considered to be confidential, commercial, or financial and providing the rationale for each designation. Marking or designating an entire submission as confidential shall neither be accepted nor honored by the

Department. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are “confidential.”

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

7.9. Electronic Posting of Solicitation Results and Resulting Contract

- 7.9.1. At the time of receipt of responses, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this solicitation, the Department will post the name, rank or score of each responding Vendor. If 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.

- 7.9.2. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this solicitation, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a response to this solicitation, vendors acknowledge and agree that, in accordance with the above-mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this solicitation), any contract resulting from this solicitation that is submitted to G&C for approval will be made accessible to the public online.

7.10. Non-Commitment

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

7.11. Liability

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

7.12. Request for Additional Information or Materials

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

7.13. Oral Presentations and Discussions

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

7.14. Successful Vendor Notice and Contract Negotiations

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

7.15. Scope of Award and Contract Award Notice

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

7.16. Site Visits

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

7.17. Protest of Intended Award

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

7.18. Contingency

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

7.19. Ethical Requirements

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

7.20. Liquidated Damages

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

8. COMPLIANCE

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

8.2. The selected Vendor may be required to complete a contract monitoring questionnaire, to be provided by the Department, to determine risk of noncompliance and appropriate monitoring activities, including, but not limited to:

8.2.1. Site visits.

8.2.2. File reviews.

8.2.3. Staff training.

8.3. Records

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

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

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

8.3.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which shall include all records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3.2. During the term of the resulting contract 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 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 as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor.

8.4. Credits and Copyright Ownership

- 8.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the resulting Contract must include the following statement, “The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.”
- 8.4.2. All written, video and audio materials produced or purchased under the contract must have prior approval from the Department before printing, production, distribution or use.
- 8.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 8.4.3.1. Brochures.
 - 8.4.3.2. Resource directories.
 - 8.4.3.3. Protocols.
 - 8.4.3.4. Guidelines.
 - 8.4.3.5. Posters.
 - 8.4.3.6. Reports.
- 8.4.4. The selected Vendor must not reproduce any materials produced under the contract without prior written approval from the Department.

8.5. Background Checks

- 8.5.1. Prior to permitting any individual to provide services under this Agreement, the selected Vendor must ensure that said individual has undergone:
 - 8.5.1.1. A criminal background check, at the selected Vendor’s expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement; and
 - 8.5.1.2. A name search of the Department’s Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

8.6. Confidential Data

- 8.6.1. The selected Vendor must meet all information security and privacy requirements as set by the Department and in accordance with the Department’s Information Security Requirements Exhibit.
- 8.6.2. The selected Vendor must ensure any individuals involved in delivering services through the resulting contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department’s Information Security Requirements

Exhibit. The selected Vendor must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor must provide attestations upon Department request.

8.7. Audit Requirements

- 8.7.1. The selected Vendor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.7.1.1. Condition A - The selected Vendor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.7.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
 - 8.7.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.7.2. If Condition A exists, the selected Vendor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Vendor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 8.7.3. If Condition B or Condition C exists, the selected Vendor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.
- 8.7.4. 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 as requested by the Department.
- 8.7.5. In addition to, and not in any way in limitation of obligations of the resulting Contract, it is understood and agreed by the selected Vendor that the selected Vendor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract to which exception has been taken, or which have been disallowed because of such an exception.

9. APPENDICES TO THIS SOLICITATION

- 9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 9.2. Appendix B – Transmittal Letter and Vendor Information**
- 9.3. Appendix C – Technical Response to Questions**