



State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS

FOR

Supported Housing for Adults Transitioning To or From Glencliff Home

RFP-2023-DBH-09-SUPPO

RELEASE DATE: January 23, 2023

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1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division for Behavioral Health (“Department”) is seeking responses to this Request for Proposals (“solicitation” or “RFP”) from qualified Vendors to provide supportive housing for adults who are transitioning from or awaiting admission to Glencliff Home; have a severe mental illness (SMI) or severe and persistent mental illness (SPMI); and may also have co-occurring intellectual and developmental disabilities (I/DD), acquired brain disorders, or complex medical needs.

The Department anticipates awarding one (1) or more contracts for the services in this solicitation, for a total of up to eight (8) beds, through which no facility may exceed five (5) beds. Vendors must submit one (1) proposal that describes comprehensive service provision for one (1) or more sites, as defined in this RFP.

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	Anticipated on or before May 1, 2023	
Contract End Date	June 30, 2025	
Renewal Options	The Department may extend contracted services for up to four (4) additional years.	
Funding Source	The selected Vendor(s) will be compensated according to the current NH Medicaid Fee for Service rate structure for the applicable service provided. Rates of compensation align with the State’s current Medicaid fee structure.	
	The primary source of funding for residential programs is expected to be the combination of Medicaid state plan and waiver services for which individuals are eligible. More information can be found at the following website: Medicaid Fee for Service New Hampshire Department of Health and Human Services (nh.gov)	
	The Department also anticipates using General funds to support uncompensated care for individuals with complex service needs, and other operating costs for the resulting contract(s). The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award. In the event there are gaps in occupancy due to delays in transition plans, discharges, unplanned or extended absences due to hospitalization, the Department will work with the selected Vendor(s) to cover operational costs for up to 30 days while referrals and occupancy is facilitated by the Vendor(s).	
	Assistance Listing #	N/A
	Award Name	N/A

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Match Requirements	N/A
Point of Contact	Amy Marchildon, Business Administrator amy.e.marchildon@dhhs.nh.gov 603-271-6533
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	1/23/2023
2.	Letter of Intent Submission Deadline (optional)	1/27/2023
3.	Questions Submission Deadline	1/30/2023 12:00PM
4.	Department Response to Questions Published	2/10/2023
5.	Vendor Solicitation Response Due Date	2/24/2023 12:00PM

1.4. Background

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

The New Hampshire Department of Health and Human Services (Department) is committed to ensuring that all NH citizens who have primary, serious mental health disorders and may also have co-occurring disorders and/or physical health needs, have access to high quality mental health services when and where they need them. Together with contracted partners and legislative leadership, the Department is working to advance a full continuum of comprehensive mental health services.

1.4.2. Objective

In accordance with the State’s Community Mental Health Settlement Agreement, the Bureau of Mental Health Services is expanding capacity to provide long-term residential options to meet the assessed needs of individuals transitioning from, or awaiting admission to, Glencliff Home.

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The Department is committed to expanding community-based housing options for individuals who currently reside at, or are on the waiting list for, Glenclyff Home – New Hampshire’s State-operated nursing facility for individuals with mental illness - and are interested in and appropriate for alternative residential settings. All individuals at Glenclyff Home engage with staff to learn about and envision options for integrated community living as part of the transition planning process. This “visioning process” informs discharge options and preferences for discharge planning. This includes working with individuals and guardians (as applicable) to identify and address perceived barriers to community living, meeting with community providers, and visiting potential community service settings. Once the resident and/or their guardian expresses interest in considering alternative community alternatives, active transition planning begins. All individuals have unique support and service needs but the intent of this solicitation is to seek Vendor(s) to open and operate supported housing programs to support no more than five (5) individuals in one residence.

1.4.3. Covered Populations

Individuals transitioning from and/or awaiting admission to Glenclyff Home and experiencing one (1) or more of the following:

- Severe mental illness (SMI) or severe and persistent mental illness (SPMI);
- Severe mental illness (SMI) or severe and persistent mental illness (SPMI) with a co-occurring diagnosis of:
 - A substance use disorder;
 - An intellectual or developmental disability;
 - Acquired brain disorder; or
 - Complex medical needs.

2. STATEMENT OF WORK

2.1. Scope of Services

- 2.1.1. The selected Vendor(s) must provide residential programs that expand currently established programs or establish new programs, serving NH individuals within the population identified in Subsection 1.4.3.
- 2.1.2. The selected Vendor(s) must ensure:
 - 2.1.2.1. The length of stay for individuals in the residence is based on clinical need; and
 - 2.1.2.2. The transition of individuals to less restrictive environments, as clinically indicated, is observed.
- 2.1.3. The selected Vendor(s) must ensure individuals, whose service intensity level increases or decreases over time, may transition into another setting that meets the individual’s changing service intensity needs, if available, and approved by the individual, their guardian (if applicable), the new provider, and the Department.

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- Q1** *What is your experience working with adults with SMI/SPMI as defined in Subsection 1.4.3? Include your experience running supportive housing programs for these or similar populations.*
- 2.1.4. The selected Vendor(s) must complete individual service plans for clients in accordance with New Hampshire Administrative Rules He-M 401 and He-M 408. More information can be found at the following website: [He-M 401-421 \(state.nh.us\)](https://www.state.nh.us/he-m/401-421);
- 2.1.5. The selected Vendor(s) must provide Targeted Case Management (TCM) Services in accordance with New Hampshire Administrative Rule He-M 426.
- 2.1.5.1. Individuals who qualify for Developmental Disabilities waiver services may be eligible for dual case-management services through the Area Agency provider and the residential provider as contracted through this RFP. If applicable, waivers are submitted to the Department through a standard waiver form and reviewed and approved within 45 days from submission.
- 2.1.6. The selected Vendor(s) must provide support and skills training for individuals to improve independence in daily living skills, achieve wellness and recovery goals, and prepare individuals to maintain living in the least restrictive environment based on the individual's specific needs and goals.
- 2.1.7. The selected Vendor(s) must ensure recovery and resiliency approaches include:
- 2.1.7.1. Access to services that promote the values of recovery and resiliency through an emphasis on strength-based approaches and person-centered service planning; and
- 2.1.7.2. Individual care plan goals that identify, cultivate and sustain relationships with natural and formal supports in order to create supportive networks that promote recovery and wellness skills.
- 2.1.8. The selected Vendor(s) must:
- 2.1.8.1. Assist individuals to improve their mental health, physical health, and overall well-being in a community-based setting; and
- 2.1.8.2. Support individual wellness and recovery through direct service provision, and referrals and linkage with community-based services and supports, based on clinical need, that may include, but not be limited to:
- 2.1.8.2.1. Hands-on personal care services.
- 2.1.8.2.2. Whole-health support services.
- 2.1.8.2.3. Mental health services.
- 2.1.8.2.4. Substance use disorder services.

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- 2.1.8.2.5. Peer and recovery services.
 - 2.1.8.2.6. Brain injury services.
 - 2.1.8.2.7. Intellectual disability services.
 - 2.1.8.2.8. Primary or specialty medical services.
 - 2.1.8.2.9. Reactional therapy.
 - 2.1.8.2.10. Behavioral therapists.
- 2.1.9. The selected Vendor(s) must assist individuals, through hands-on care, instruction or queuing, to improve and maintain daily living skills, personal development, and engagement in community activities, including, but not limited to:
- 2.1.9.1. Personal decision making.
 - 2.1.9.2. Budgeting, shopping, and other functional skills.
 - 2.1.9.3. Medication administration, monitoring and/or management.
 - 2.1.9.4. Household chores and responsibilities.
 - 2.1.9.5. Interpersonal skills building, including, but not limited to:
 - 2.1.9.5.1. Accessing a wide range of integrated community activities such as recreational, vocational, cultural, and other opportunities.
 - 2.1.9.5.2. Participating in religious services and practices of preference.
 - 2.1.9.5.3. Choosing and wearing clothing that is neat, clean, in good condition, and appropriate to the season and activity.
- 2.1.10. The selected Vendor(s) must provide and/or collaborate with the individual's substance use disorder, intellectual disability, brain injury, home health, CFI and medical providers, if applicable, to delineate:
- 2.1.10.1. The services to be provided under this residential program; or
 - 2.1.10.2. The services to be provided under other community-based service programs in accordance with New Hampshire Administrative Rules, as applicable, and to further delineate the providers responsible to meet the individual's remaining service needs.
- 2.1.11. The selected Vendor(s) must seek, or collaborate with relevant providers to seek, a waiver of service limitations in the event an individual care plan indicates service intensity needs in excess of applicable Medicaid limitations.
- 2.1.11.1. Waivers are reviewed and approved by the Department within 45 days from submission. If the waiver granted does not sufficiently meet the

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service intensity needs, all services that are not reimbursable under Medicaid will be allowable for reimbursement under contracted general funds based on applicable licensing.

Q2 *Describe your experience providing the level of service(s) required in the Scope of Services of this RFP to the covered population, including any experience collaborating with other treatment providers to facilitate successful care coordination, collaborative treatment, and positive treatment outcomes.*

- 2.1.12. Selected Vendor(s) must become an enrolled Medicaid provider through the Department's Medicaid program. More information can be found at the following website: <https://www.dhhs.nh.gov/programs-services/medicaid>
- 2.1.13. In the event the Department incorporates Medicaid eligible residential programs and community residence services procured through this RFP into its agreements with its Managed Care contractors, the selected Vendor(s) will be notified by the Department and provided one hundred and twenty (120) days to enroll as providers of such services with the Managed Care contractors.
- 2.1.14. The selected Vendor(s) must ensure services and supervision under this residential program are limited based on the applicable licensing requirements, allowable enrolled Medicaid provider limitations, and limited to the needs identified in the individual's care plan.
- 2.1.15. The selected Vendor(s) must ensure services procured under this RFP are not otherwise provided and reimbursable under existing Medicaid waiver programs pertaining to the individual's care, including Developmental Disabilities, Acquired Brain Disorder, Choices for Independence, or other services covered under the NH Medicaid State Plan or amendments thereof.
- 2.1.16. The selected Vendor(s) must propose a community-based residential model(s) and comply with all State licensing, certification, and residential rules. There is no preferred geographic locations for these residential programs. Residential models may include, but are not limited to:
- 2.1.16.1. Community Residences of three (3) or less individuals per He- M 1002. More information can be found at the following website: http://www.gencourt.state.nh.us/rules/state_agencies/he-m1000.html.
- 2.1.16.2. Community Residences of four (4), but no more than five (5), individuals Per He-M 1002 and New Hampshire Administrative Rule He-P 800, Residential Care and Health Facility Rules, Part 814, Community Residences at the Residential Care and Supported Residential Care Level, referenced as He-P 814. More information can be found at the following website: http://www.gencourt.state.nh.us/rules/state_agencies/he-p800.html.

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2.1.17. The selected Vendor(s) must ensure all background checks are conducted in compliance with New Hampshire Administrative Rule He-M 1002.03 (h) through (o).

Q3 *Describe how you plan to deliver the full array of services described in this RFP in your residential program. Describe the staff plan and the services that you plan to provide directly, sub-contract, or refer. If partnerships exist with other service providers to ensure a full scope of services are provided, please describe them here.*

2.1.18. Selected Vendor(s) must operate a smoke free program that:

2.1.18.1. Supports a culture of wellness; and

2.1.18.2. Actively provides or facilitates connection to tobacco intervention services to all individuals who are former or current smokers, to include:

2.1.18.2.1. Appropriate supports to help former smokers maintain their non-smoking status; and

2.1.18.2.2. Ongoing smoking cessation treatments such as the “Healthy Choices- Healthy Changes” program for current smokers.

2.1.19. The selected Vendor(s) must operate an ADA compliant residence and provide individualized services for one (1) or more of the following levels of service intensity.

2.1.19.1. Level 1: Residential Program – Requirements include:

2.1.19.1.1. Support services must be provided 24 hours a day, seven (7) days a week to meet individualized service needs;

2.1.19.1.2. Supervision must be on site when individuals are home;

2.1.19.1.3. Overnight supervision must be provided by awake staff stationed on the premises, or in a nearby apartment or office if safety can be maintained with the additional use of safety and security related devices or services;

2.1.19.1.4. Staff must be trained and capable of providing hands-on personal care assistance, as needed, to meet individualized service needs;

2.1.19.1.5. Nursing services must be provided as needed to meet individual service needs and must be available on call 24 hours a day, seven (7) days a week;

2.1.19.1.6. Staff must be trained and available to administer and/or monitor medications 24 hours a day, seven (7) days a week; and

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2.1.19.1.7. Staff must be available to provide mental health services as required in the individual service plan and residential rules.

2.1.19.2. Level 2: Residential Program + Nursing – Must meet all of Level 1 requirements plus:

2.1.19.2.1. Nursing services must be provided on-site a minimum of 20 hours per week.

2.1.19.3. Level 3: Secure Residential Program – Must meet all of Level 1 requirements plus:

2.1.19.3.1. Support services must be provided in a secure residential environment that provides for staff monitoring of and response to individual(s)' egress from the premises.

Q4 *Describe your housing proposal including the number of residences you are proposing, the number of beds at each residence, and the level of care (1-3 as defined in 2.1.19) at each residence, and anticipated regional locations for each residence. Include specific details of the layout and location of the physical residence(s), including whether any renovations and/or construction is required or anticipated. Please include a projected timeline of when the residence(s) will be operational and ready to accept admissions.*

2.1.20. Program Admission Requirements

2.1.20.1. The selected Vendor(s) must limit admission to the program to individuals:

2.1.20.1.1. In accordance with the service intensity level(s) for which the selected Vendor(s) have been approved by the Bureau of Mental Health Services to provide;

2.1.20.1.2. Within the Department approved community environment and capacity limitations; and

2.1.20.1.3. For individuals transitioning from or diverting admission to Glencliff Home.

2.1.20.2. The selected Vendor(s) must:

2.1.20.2.1. Establish an admission process, approved by the Department, to ensure the successful entry of accepted individuals into the program;

2.1.20.2.2. Accept and prioritize referrals in the following order of priority:

2.1.20.2.2.1. Priority 1: Glencliff Home residents;

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- 2.1.20.2.2.2. Priority 2: Current New Hampshire Hospital (NHH) patients who are awaiting admission to Glenclyff Home.
- 2.1.20.2.2.3. In the event there are no candidates under review or anticipated from Priority Areas 1 or 2, selected Vendor(s) may consider admissions from:
 - 2.1.20.2.2.3.1. Any individual awaiting admission to Glenclyff Home who is currently receiving services in a DRF or nursing facility; and
 - 2.1.20.2.2.3.2. Any individual awaiting admission to Glenclyff Home who is currently receiving community-based services and supports;
- 2.1.20.2.3. Adhere to a Department-approved written referral protocol that includes a review and evaluation of the individual's current situation, including clinical records, assessment of intensity of service need level, and anticipated duration of need, and referral disposition;
- 2.1.20.2.4. Maintain a list of referred individuals, in order of referral date and by service intensity need level, for whom admission is sought, but occupancy is not yet available;
- 2.1.20.2.5. Collaborate with the Department on the data elements to be captured in the list;
- 2.1.20.2.6. Seek approval from the Department, in writing, prior to accepting any referrals for admission and transition into the supportive housing program;
- 2.1.20.2.7. Respond to all referrals, in writing, as to the individual's acceptance or denial into the residential program. If there are contingencies placed on the acceptance or if the referral is denied, the selected Vendor(s) must provide, in writing, an explanation of contingencies or reason for denial to the individual;
- 2.1.20.2.8. Respond to the individual, with a decision in writing, within 14 business days of receipt with a copy emailed or hard mailed to the Department; and

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- 2.1.20.2.9. Once admitted, if the individual is not successful in the transition process, the selected Vendor(s) must communicate with the referring entity verbally, within 24 hours, and in writing within 14 business days, as to the reason(s) for the unsuccessful transition.
- 2.1.20.3. The selected Vendor(s) must have a discharge process that:
 - 2.1.20.3.1. Includes a requirement to ensure participation in discharge planning meetings with natural supports, community mental health programs and other involved providers and stakeholders specific to the individual, including natural supports, as appropriate;
 - 2.1.20.3.2. Provides a written discharge plan that must include the following:
 - 2.1.20.3.2.1. An evaluation of the individual's current situation;
 - 2.1.20.3.2.2. The individual's current mental health and healthcare status; and
 - 2.1.20.3.2.3. Transition plan for the individual's transition into another level of care, or otherwise transition to a less restrictive environment or more intensive environment, as appropriate to meet the individual's care needs;
 - 2.1.20.3.3. Develops and implements a collaborative relationship with the community mental health center and natural supports to develop treatment plans designed to return each client to the community where applicable;
 - 2.1.20.3.4. Involves the individual's natural supports to support integration into the community, with the individual's consent; and
 - 2.1.20.3.5. Identifies any barriers to placement in a less intensive community setting and a plan to overcome those barriers, if clinically appropriate, with emphasis on the interventions necessary to promote more opportunities for community integration.
- 2.1.20.4. The selected Vendor(s) must provide the written processes for referrals, admissions, evaluations and discharges to the Department no later than 30 days from the contract effective date. These procedures must outline the process in which the selected Vendor(s) identify

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client(s)' service level needs and outline how facilitated connection to and engagement with community based service providers will occur.

2.1.20.5. The selected Vendor(s) must provide complaint manager services by designating a staff member to perform the responsibilities of complaint manager in accordance with New Hampshire Administrative Rule He-M 200, Practice and Procedure, Part 204, Rights Protection Procedures for Mental Health Services, referred to as He-M 204.

2.1.20.6. The selected Vendor(s) must submit an admission process plan and a discharge/transition plan to the Department for approval within 30 days from the contract effective date.

2.1.20.7. The selected Vendor(s) must assist each client with securing a local primary care physician (PCP), dentist, and referrals to other medical professionals as requested or required, of the client's choosing, within 30 days from the contract effective date, and must coordinate the individual's care with the PCP.

2.1.20.7.1. The selected Vendor(s) must exchange health information at regular intervals with the written consent of the client or guardian.

2.1.20.8. The selected Vendor(s) must coordinate care with the legal system, as applicable to each client, by assessing the legal commitment status of clients residing in the program and if deemed appropriate, provide for the continuation of the commitment via the proper legal process. The selected Vendor(s) must also provide coordination of care with the legal system when indicated, including the NH Department of Corrections, the applicable NH County Attorney's Office, and the NH Attorney General's Office. More information can be found at the following website: [NHH Involuntary Admissions | New Hampshire Department of Health and Human Services](#).

2.1.20.9. When applicable, the selected Vendor(s) must comply with all state and federal laws and regulations pertaining to the licensure and operation of a community residential program.

Q5 *Describe your experience overseeing and providing whole-person care needs. Describe your approach to admissions and discharge planning, including who is part of the process and their role, and how you facilitate connections with physical health providers and the legal system, when applicable.*

2.1.21. The selected Vendor(s) must participate in meetings with the Department at least annually, or as otherwise requested by the Department, to review:

2.1.21.1. The admission and/or discharge activities;

2.1.21.2. Individualized service and transition plans (where applicable), for each resident; and

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2.1.21.3. Programmatic opportunities and challenges.

2.1.22. Reporting

2.1.22.1. The selected Vendor(s) must submit all required data elements via the Department's Phoenix system, or other agreed upon reporting system. Any system changes that need to occur in order to support this must be completed within six (6) months from the contract effective date.

2.1.22.2. The selected Vendor(s) must submit individual client-level demographic and encounter data, which must be submitted to the Department's Phoenix system where applicable utilizing the selected Vendor(s) Electronic Health Record (EHR) system within six (6) months of contract effective date. If the selected Vendor(s) does not have a capable EHR system, an alternative format must be provided to the Department for approval. Contract funds may be made available to modify or develop an EHR system for Phoenix reporting capability. The selected Vendor(s) must ensure:

2.1.22.2.1. All data is submitted on the format, content, completeness, frequency, method and timeliness as specified by the Department; and

2.1.22.2.2. All client data includes a Medicaid ID number for clients who are enrolled in Medicaid, and where applicable, previously enrolled in Medicaid and historical Medicaid ID number is available.

2.1.22.2.3. Data elements include, but are not be limited to:

2.1.22.2.3.1. Number of beds occupied within the reporting period.

2.1.22.2.3.2. Insurance carrier of individual.

2.1.22.2.3.3. Referral source (e.g., Glenclyff Home, NHH, CMHPs, DRFs).

2.1.22.2.3.4. Number of unique individuals served.

2.1.22.2.3.5. Services provided.

2.1.22.2.3.6. Location where services were provided.

2.1.22.2.3.7. Length of time service or services provided.

2.1.22.2.3.8. Diversions from hospital stays.

2.1.22.2.3.9. 30-day hospital readmission rates.

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2.1.22.2.3.10. Client legal status if individual is under court-ordered treatment or involved in criminal justice system.

2.1.22.2.3.11. Client employment status.

2.1.22.2.3.12. Client substance use disorder diagnose(s).

2.1.22.2.3.13. Client housing status upon discharge.

2.1.22.2.3.14. Client smoking status.

2.1.22.2.3.15. Submitting to the Department data needed to comply with federal reporting requirements.

2.1.22.3. The selected Vendor(s) must ensure quality assurance by cooperating in performance reviews and utilization reviews determined to be necessary and appropriate by the Department based on the selected Vendor(s) applicable licensing and certifications and allowable service provisions, within timeframes specified by the Department, in order to ensure the efficient and effective administration of the program, including, but not limited to:

2.1.22.3.1. Maintaining detailed client records.

2.1.22.3.2. Regular meetings to review submitted quarterly reports to identify ongoing programmatic improvements.

2.1.22.3.3. Annual reviews of the effectiveness of services as measured by the Adult Needs and Strengths Assessment (ANSA), or other approved Evidence-Based assessment.

2.1.22.3.4. Evaluation of individual service encounter data submitted through the Department's Phoenix reporting system, or other identified format, to inform care monitoring and ongoing agency-wide quality service monitoring.

2.1.22.3.5. Submission of monthly Balance Sheet and Profit and Loss Statements to the Department for ongoing evaluation of the programs fiscal integrity.

2.1.22.3.6. Engagement in financial and programmatic audits to ensure fiscal integrity is maintained and programming is meeting the needs of individuals served.

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

Q6 *Describe how you plan to meet the reporting requirements and performance measures including any anticipated challenges you foresee in meeting the*

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requirements or any assets/expertise you would bring to achieve these requirements.

2.1.23. Confidential Data

2.1.23.1. 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.

2.1.23.2. 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.

2.1.23.3. Upon request, the selected Vendor(s) must allow and assist the State in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or State system(s)/application(s)/web portal(s)/website(s) hosted by the selected Vendor(s) if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the selected Vendor(s) must provide the State access to applicable systems and documentation sufficient to allow the State to assess, at minimum, the following:

2.1.23.3.1. How PII is gathered and stored;

2.1.23.3.2. Who will have access to PII;

2.1.23.3.3. How PII will be used in the system;

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

2.1.23.3.5. Privacy practices.

2.1.23.4. 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.

2.1.24. State Owned Devices, Systems and Network Usage

2.1.24.1. 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 State network in the fulfillment of this Agreement, the selected Vendor must:

2.1.24.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures

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and guidelines, and complete applicable trainings as required;

- 2.1.24.1.2. 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;
- 2.1.24.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 2.1.24.1.4. 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;
- 2.1.24.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 2.1.24.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 2.1.24.1.7. 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."
- 2.1.24.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 2.1.24.1.9. Agree when utilizing the Department's email system:
 - 2.1.24.1.9.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".
 - 2.1.24.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 2.1.24.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is

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privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”

- 2.1.24.1.10. 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:
 - 2.1.24.1.11. Complete the Department’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 2.1.24.1.12. 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.
 - 2.1.24.1.13. Agree End User’s will only access the Department’ intranet to view the Department’s Policies and Procedures and Information Security webpages.
 - 2.1.24.1.14. 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.
 - 2.1.24.1.15. Agrees to notify the State a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess State credentials and/or badges or who have system privileges. If End Users who possess State credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the State’s Information Security Office or designee immediately.
- 2.1.24.2. Workspace Requirement
- 2.1.24.2.1. If applicable, the State will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

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3. SOLICITATION RESPONSE EVALUATION

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

TECHNICAL RESPONSE	POSSIBLE SCORE
Experience (Q1)	35 Points
Care Coordination (Q2)	25 Points
Service Provision (Q3)	30 Points
Housing (Q4)	30 Points
Whole-Person Care (Q5)	25 Points
Reporting (Q6)	25 Points
Technical Response – Total Possible Score	170 Points

COST PROPOSAL	POSSIBLE SCORE
Budget Sheet (Appendix E)	70 Points
Program Staff List (Appendix F)	30 Points
Cost Proposal – Total Possible Score	100 Points

MAXIMUM POSSIBLE SCORE	270 Points
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3.2. Cost Proposal Evaluation Criteria

3.2.1. The **Budget Sheet** (Appendix E) will be scored based on the following criteria:

Budget Sheet	
Points	Criteria
0-20	Costs are not allowable.
	Reader cannot understand the relationship of cost relative to the proposed services.
	Cost items do not directly align with objectives of the RFP.
	Costs are not reasonable.
	The costs do not represent significant value relative to anticipated outcomes.

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21-48	Reader can generally understand the relationship of cost relative to the proposed services.
	Cost items are mostly aligned with the objectives of the RFP.
	Costs are predominantly reasonable.
	Costs relative to outcomes are adequate and meet the objectives of RFP.
49-70	Reader has a thorough understanding of the relationship of cost relative to the proposed services.
	Cost items directly align with objectives of the RFP.
	Costs are reasonable.
	The costs represent significant value relative to anticipated outcomes.

3.2.2. The **Program Staff List** (Appendix F) will be scored based on the following criteria:

Program Staff List	
Points	Criteria
0-9	Staffing costs are not reasonable.
	Reader cannot understand the relationship of staffing costs relative to the proposed services.
	Staffing cost items do not directly align with objectives of the RFP.
	The staffing costs do not represent significant value relative to anticipated outcomes.
10-21	Reader can generally understand the relationship of staffing costs relative to the proposed services.
	Staffing cost items are mostly aligned with the objectives of the RFP.
	Staffing costs are predominantly reasonable.
	Staffing costs relative to outcomes are adequate and meet the objectives of RFP.
22-30	Reader has a thorough understanding of the relationship of staffing costs relative to the proposed services.
	Staffing cost items directly align with objectives of the RFP.
	Staffing costs are reasonable.

Staffing costs represent significant value relative to anticipated outcomes.
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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.

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4.2.3. Exceptions

- 4.2.3.1. The Department will require the successful Vendor to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the Question Period in Subsection 1.3. Vendors may not request exceptions to the Scope of Services or any other sections of this Solicitation.
- 4.2.3.2. The Department will review requested exceptions and accept, reject, or note that it is open to negotiation of the proposed exception at its sole discretion in its response to Vendor questions.
- 4.2.3.3. Any exceptions to the standard form contract and exhibits that are not raised by a Vendor during the Question Period may not be considered. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this Solicitation.

4.3. Solicitation Amendment

- 4.3.1. The Department reserves the right to amend this Solicitation by publishing any addenda, as it deems appropriate, prior to the Submission Deadline on its own initiative or in response to issues raised through Vendor questions. In the event that an addendum is published, the Department, 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:
RFP-2023-DBH-09-SUPPO (email xx of xx).

- 5.2.** The maximum size of file attachments per email is 10 MB. Submissions with file attachments exceeding 10 MB must be sent via multiple emails.
- 5.3.** The Department must receive submissions by the time and date specified in the Procurement Timetable in Section 1.3 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 5.4.** The Department will conduct an initial screening step to verify Vendor compliance with the requirements of this Solicitation. The Department may waive or offer a limited opportunity for a Vendor to cure immaterial deviations from the Solicitation requirements if it is deemed to be in the best interest of the Department.
- 5.5.** Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of solicitation responses shall be at the Vendor's expense.

6. SOLICITATION RESPONSE REQUIREMENTS

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- 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. Vendors must submit a separate electronic document for the Technical Response and a separate electronic document for the Cost Proposal.

6.3. Technical Response Contents

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

- 6.3.1. **Appendix B - Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 6.3.2. **Appendix C – Transmittal Letter and Vendor Information**, including:
 - 6.3.2.1. **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 D if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>
- 6.3.3. **Appendix D – Vendor Technical Response to Mandatory Questions**
- 6.3.4. **Resumes** – Vendors must provide resumes for those key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this Solicitation. Vendors must redact all personal information from resumes.

6.4. Cost Proposal Contents

- 6.4.1. **Appendix E, Budget Sheet** – Vendors must complete an Appendix E, Budget Sheet (see Budget Sheet Tabs: General Operations and Initial Costs), including the Budget Narrative columns, for each State Fiscal Year (July 1 through June 30). This is not a low cost award.
 - 6.4.1.1. Vendors must include all projected funding sources and a detailed description of how General Funds will be used to support non-billable Medicaid services. Detailed descriptions must be listed separately by Fund source. Separate budgets must be submitted for:
 - 6.4.1.1.1. General operations; and
 - 6.4.1.1.2. Initial costs to establish the Supported Housing program, which may include, but not be limited to:
 - 6.4.1.1.2.1. Capital projects.
 - 6.4.1.1.2.2. Equipment.
 - 6.4.1.1.2.3. Facility.
 - 6.4.1.1.2.4. Supplies.

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6.4.1.1.2.5. Staff recruitment, and staffing.

6.4.1.2. Vendors must ensure the Budget Narrative explains how each position included in Appendix F, Program Staff List pertains to the proposal and what activities they will perform.

6.4.2. **Appendix F, Staff List** - Vendors must complete an Appendix F, Staff List for each State Fiscal Year (July 1 through June 30).

7. ADDITIONAL TERMS AND REQUIREMENTS

7.1. 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.

7.2. Collaborative Solicitation Responses

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

7.3. Validity of Solicitation Responses

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

7.4. Debarment

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

7.5. Property of Department

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

7.6. Solicitation Response Withdrawal

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

7.7. Confidentiality

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

7.8. Public Disclosure

- 7.8.1. The information submitted in response to this solicitation (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know laws, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this solicitation will be made accessible to the public online via the New Hampshire Secretary of State website (<https://sos.nh.gov/>).
- 7.8.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this solicitation should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the person listed as the point of contact for this solicitation, identifying the specific page number and section of the information considered to be confidential, commercial or financial and providing the rationale for each designation. Marking or designating an entire submission, attachment or section as confidential shall neither be accepted nor honored by the Department. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are "confidential."
- 7.8.3. Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the Department as not conforming to the requirements of the solicitation.
- 7.8.4. Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in responses or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.
- 7.8.5. Notwithstanding a Vendor's designations, the Department is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in response to the solicitation. If a request is made to the Department to view or receive copies of any portion of the response that is marked confidential, the Department shall first assess what information it is obligated to release. The Department will then notify the Vendor that a request has been made, indicate what, if any, information the Department has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the response. To halt the release of information by the Department, a Vendor must initiate and provide to the Department, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

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- 7.8.6. By submitting a response to this solicitation, Vendors acknowledge and agree that:
- 7.8.7. The Department may disclose any and all portions of the response or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this solicitation;
- 7.8.8. The Department is not obligated to comply with a Vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and
- 7.8.9. The Department may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

7.9. Electronic Posting of RFP Results and Resulting Contract

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

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issued in writing and will not provide a Vendor with an opportunity to change, extend, or otherwise amend its solicitation response in intent or substance.

7.13. Oral Presentations and Discussions

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

7.14. Successful Vendor Notice and Contract Negotiations

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

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(s) 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

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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(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.

8.2. The selected Vendor(s) may be required to participate in monitoring activities for the resulting contract(s), at the sole discretion of the Department, including, but not limited to:

- 8.2.1. Site visits.
- 8.2.2. File reviews.
- 8.2.3. Staff training.

8.3. Records

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

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

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Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department;

- 8.3.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services; and,
 - 8.3.1.4. Medical records on each patient/recipient of services.
- 8.3.2. During the term of the resulting contract(s) and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting contract(s) for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report the Department 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).

8.4. Credits and Copyright Ownership

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

8.5. Culturally and Linguistically Appropriate Services

- 8.5.1. 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.
- 8.5.2. 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.
- 8.5.3. If awarded a contract, the selected Vendor(s) will be:
 - 8.5.3.1. 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,
 - 8.5.3.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, as made available by the Department.

8.6. Eligibility Determinations

- 8.6.1. The selected Vendor(s) must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 8.6.2. 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.

8.7. Contract End-of-Life Transition Services

- 8.7.1. General Requirements
 - 8.7.1.1. 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 Contractor to the State and, if applicable, the Contractor engaged by the State to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the State, the Contractor must begin working with the State and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The State shall provide the DTP template to the Contractor.
 - 8.7.1.2. 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

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internet-related information technology infrastructure (“Internal IT Systems”) of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

- 8.7.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data in relationship to this contract said Tools will be inventoried and returned to the State, along with the inventory document, once transition of State Data is complete.
 - 8.7.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the State and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
 - 8.7.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the State’s Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the State.
 - 8.7.1.6. In the event where the Contractor has comingled State Data and the destruction or Transition of said data is not feasible, the State 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.
- 8.7.2. Completion of Transition Services
- 8.7.2.1. 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 State and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the State of an issue requiring additional time to complete said product.
 - 8.7.2.2. 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.
- 8.7.3. Disagreement over Transition Services Results
- 8.7.3.1. In the event the State is not satisfied with the results of the Transition Service, the State 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 State shall be entitled to initiate actions in accordance with the Contract.

8.8. Audit Requirements

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- 8.8.1. The selected Vendor(s) must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.8.1.1. 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.
 - 8.8.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.8.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.8.2. 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.
- 8.8.3. 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.
- 8.8.4. Any selected Vendor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Vendor is high-risk.
- 8.8.5. 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.

9. APPENDICES TO THIS SOLICITATION

- 9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 9.2. Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 9.3. Appendix C – Transmittal Letter and Vendor Information**
- 9.4. Appendix D – Technical Response to Questions**
- 9.5. Appendix E – Budget Sheet**
- 9.6. Appendix F – Program Staff List**