



State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS

FOR

Feasibility Study to Develop Programming that Defers and Delays
Institutional Care for Dual Eligible Individuals

RFP-2023-DLTSS-07-FEASI

RELEASE DATE: July 21, 2023

**New Hampshire Department of Health and Human Services
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Dual Eligible Individuals**

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1.1. Introduction

The Department of Health and Human Services, Division of Long Term Services and Supports (“Department”) is seeking responses to this Request for Proposals (solicitation) from qualified Vendors to conduct a feasibility study to evaluate and determine the capacity to develop programming that defers and delays institutional care for individuals who are dually eligible for Medicare and Medicaid.

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

1.2. Key Information

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

Contract Effective Date	Upon Governor and Council Approval.	
Contract End Date	March 31, 2025	
Renewal Options	The Department may extend contracted services for up to two (2) additional years.	
Funding Source	The Department anticipates using Federal funds for resulting contract.	
	Assistance Listing #	93.778
	Award Name	Enhanced Federal Medicaid Assistance Percentage (FMAP) federal match on Medicaid expenditures for which New Hampshire is allowed to reinvest.
Match Requirements	N/A	
Point of Contact	Alex Rainey, Contract Specialist 603.271.9284 Alex.D.Rainey@dhhs.nh.gov	
From the date of release of this solicitation until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Department regarding this solicitation is prohibited unless first approved by the Point of Contact listed above. Department employees have been directed not to hold conferences and/or discussions concerning this solicitation with any potential contractor during the selection process, unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating this restriction on communications.		

1.3. Procurement Timetable

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.		
Item	Action	Date
1.	Solicitation Released	7/24/2023

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2.	Letter of Intent Submission Deadline (optional)	7/31/2023
3.	Questions Submission Deadline	8/7/2023 12:00PM
4.	Department Response to Questions Published	8/14/2023
5.	Vendor Solicitation Response Due Date	8/25/2023 12:00PM

1.4. Background

1.4.1. The Department of Health and Human Services (DHHS), Division of Long-Term Supports and Services (DLTSS), Bureau of Elderly and Adult Services (BEAS)

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

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

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

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

- Supporting older people to stay active and healthy.
- Promoting person-centered thinking and practices.

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- Ensuring the rights, safety, independence and dignity of older people and prevent their abuse, neglect and exploitation.
- Advancing age-friendly communities.

1.4.2. Objective

The objective of this request for proposals is to solicit planning, in the form of a feasibility study, in order to determine if a program that defers and delays institutional care for individuals who are dually eligible for Medicare and Medicaid benefits is feasible in New Hampshire (NH).

1.4.3. Covered Populations

Individuals who are dually eligible for Medicare and Medicaid covered care and services to improve and maintain the individual's health in the community.

2. STATEMENT OF WORK

2.1. Scope of Services

2.1.1. The selected Vendor must conduct a statewide feasibility study, broken down by county (list of NH towns, by county, can be found here: <https://www.das.nh.gov/hr/documents/Recruitment/nh-towns-county.pdf>), and develop a plan for the Department to implement services for the covered populations listed in 1.4.3., including:

2.1.1.1. Program of All-Inclusive Care for the Elderly (PACE);

2.1.1.2. Dual Eligible Special Needs (D-SNP); and

2.1.1.3. Medicare-Medicaid Plan (MMP).

2.1.2. The selected Vendor must ensure a continuum of care that takes into account accessibility to home and community-based services, hospitals, behavioral health resources, supported apartment living, assisted living, nursing facilities and other needs of the target population.

Program of All-Inclusive Care for the Elderly (PACE)

2.1.3. For the PACE Program, the selected Vendor must study statewide feasibility, that includes, but is not limited to:

2.1.3.1. An operational, market, and financial assessment.

2.1.3.2. Analysis of the demand for PACE-like services in each county.

2.1.3.3. A description of the proposed service area by a list of zip codes, geography and demographics.

2.1.3.4. A profile of the target population, such as race, ethnicity, religion, nationality of origin; percentage of population age 65 and older, disabled, dually eligible for Medicare and Medicaid; economic status; housing/living arrangements; and family structure.

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- 2.1.3.5. An estimate of the number of PACE-eligible population in the proposed service area, including:
 - 2.1.3.5.1. The calculations and rationale to estimate the PACE-eligible population.
- 2.1.3.6. Proposing physical locations to provide PACE services, which must conform to all applicable construction codes, have required operating permits and inspection reports, and be in compliance with the Life Safety Code (NFPA 101, 2012 version and NFPA 99) as required by PACE regulations, including:
 - 2.1.3.6.1. Location where the population resides and/or clusters within the service area, and the distance between the population clusters and the proposed PACE program physical location.
- 2.1.4. The selected Vendor must develop a detailed project plan that outlines how the Department would operationalize a program that meets the federal requirements of a PACE program, including, but not limited to:
 - 2.1.4.1. Adult day care;
 - 2.1.4.2. Dentistry;
 - 2.1.4.3. Emergency services;
 - 2.1.4.4. Home care;
 - 2.1.4.5. Hospital care;
 - 2.1.4.6. Laboratory/x-ray services;
 - 2.1.4.7. Meals;
 - 2.1.4.8. Medical specialty services;
 - 2.1.4.9. Nursing home care;
 - 2.1.4.10. Nutritional counseling;
 - 2.1.4.11. Occupational therapy;
 - 2.1.4.12. Physical therapy;
 - 2.1.4.13. Prescription drugs;
 - 2.1.4.14. Primary care, including doctor and nursing services;
 - 2.1.4.15. Recreational therapy;
 - 2.1.4.16. Social services;
 - 2.1.4.17. Social work counseling;
 - 2.1.4.18. Transportation; and

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- 2.1.4.19. Any other services determined necessary to improve and maintain an individual's health.

Dual Eligible Special Needs (D-SNP)

- 2.1.5. The selected Vendor must develop a detailed project plan that outlines how the Department would operationalize such a program that meets the federal requirements of a D-SNP program including but not limited to:
 - 2.1.5.1. No charge for monthly premiums;
 - 2.1.5.2. Healthcare coordination and management assistance;
 - 2.1.5.3. Vision care;
 - 2.1.5.4. Hearing care;
 - 2.1.5.5. Dental care;
 - 2.1.5.6. Over-the-counter benefits;
 - 2.1.5.7. Transportation;
 - 2.1.5.8. Telehealth services;
 - 2.1.5.9. Fitness program memberships;
 - 2.1.5.10. Routine foot care for diabetics; and
 - 2.1.5.11. Chiropractic care.
- 2.1.6. For the D-SNP program, the Vendor must develop a detailed project plan that outlines how the Department would operationalize a program that meets the federal requirements of and/or serve the covered populations listed in 1.4.3., which may include, but not be limited to:
 - 2.1.6.1. An operational, market and financial assessment.
 - 2.1.6.2. The demand for D-SNP services in the proposed service area.
 - 2.1.6.3. A description of the proposed service area by a list of zip codes, geography and demographics.
 - 2.1.6.4. A profile of the target population, such as race, ethnicity, religion, nationality of origin; percentage of population age 65 and older, disabled, dually eligible for Medicare and Medicaid; economic status; housing/living arrangements; and family structure.
 - 2.1.6.5. An estimate of the number of D-SNP-eligible population in the proposed service area, including:
 - 2.1.6.5.1. The calculations and rationale to estimate the D-SNP-eligible population.

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2.1.6.5.2. Location where the population resides and/or clusters within the service area, and the distance between the population clusters and the proposed D-SNP program.

2.1.6.5.3. The sources and years of the data used in the analysis.

Medicare-Medicaid Plan (MMP)

2.1.7. The selected Vendor must develop a detailed project plan that outlines how the Department would operationalize a program that meets the federal requirements of and/or serve the covered populations listed in 1.4.3., which may include, but not be limited to:

2.1.7.1. An operational assessment;

2.1.7.2. Market assessment;

2.1.7.3. Financial assessment;

2.1.7.4. The demand for MMP services in the proposed service area;

2.1.7.5. A description of the proposed service area by a list of zip codes, geography and demographics;

2.1.7.6. A profile of the target population, such as race, ethnicity, religion, nationality of origin; percentage of population age sixty-five (65) and above, disabled, dually eligible for Medicare and Medicaid; economic status; housing/living arrangements; family structure; and

2.1.7.7. An estimate of the number of MMP-eligible population in the proposed service area, including:

2.1.7.7.1. The calculations and rationale to estimate the MMP-eligible population.

2.1.7.7.2. The sources and years of the data used in the analysis.

2.1.8. The selected Vendor must propose the MMP guidelines and programs for the MMP-eligible population. The selected Vendor must provide the cost-benefit analysis of administering:

2.1.8.1. A capitated model; or

2.1.8.2. A managed fee-for-service model.

2.1.9. The selected Vendor must develop a detailed project plan that outlines how the Department would operationalize and ensure access to seamless, quality programs that integrate primary, acute, behavioral, prescription drugs and long-term care supports and services.

2.2. Reporting

2.2.1. The selected Vendor must submit monthly Reports, which include, but are not limited to:

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- 2.2.1.1. Written updates to the Department on data access, collection, analysis, and the status of other activities completed during the month, and any difficulties encountered. These reports are due by the seventh (7th) business day following the end of the month that is being reported on.
- 2.2.1.2. Comprehensive summary of key findings.
- 2.2.1.3. Potential future short-term and long-term goals to more effectively incorporate the Department's current investments in whole person service delivery both in Medicaid and other Department services.
- 2.2.2. The selected Vendor must conduct the assessment and gaps analysis by utilizing data and engagement of stakeholders including but not limited to:
 - 2.2.2.1. DHHS leadership.
 - 2.2.2.2. County leadership.
 - 2.2.2.3. Individuals that are dually eligible for Medicare and Medicaid services.
- 2.2.3. The selected Vendor must access data from a Secure File Transfer Protocol (SFTP) site folder as set up by the Department.
- 2.2.4. The selected Vendor must provide a comprehensive work plan and timeline within 30 days of the contract effective date.
- 2.2.5. The selected Vendor must participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.
- 2.2.6. The selected Vendor may be required to provide other data and metrics to the Department in a format specified by the Department.

2.3. Mandatory Questions

- Q1** *How will your organization conduct a statewide feasibility study, by county, to evaluate New Hampshire's capacity to develop programming that defers and delays institutional care for individuals who are dually eligible for Medicare and Medicaid services, and operationalize programs referenced in Paragraph 2.1.1.? Please include your proposed work plan.*
- Q2** *What is your experience and capacity to provide a comprehensive assessment and analysis similar to the type specified in this RFP? Include an example of a comprehensive study completed by your organization. Additionally, please provide your staffing plan (including credentials and experience, as well as hours) and organizational chart.*
- Q3** *How will you utilize data and engagement of stakeholders to conduct the feasibility study of the programs referenced in Paragraph 2.1.1.?*

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.

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TECHNICAL RESPONSE	POSSIBLE SCORE
Detailed Feasibility Study/Work Plan (Q1)	400 Points
Experience and Capacity (Q2)	200 Points
Data Utilization and Engagement (Q3)	100 Points
Technical Response – Total Possible Score	700 Points

COST PROPOSAL	POSSIBLE SCORE
Vendor Cost (see formula below)	150 Points
Vendor Budget Evaluation (Appendix D, Budget Sheet)	150 Points
Cost Proposal – Total Possible Score	300 Points

MAXIMUM POSSIBLE SCORE	1000 Points
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3.2. Preliminary Scoring of Technical Responses

- 3.2.1. The Department will establish an evaluation team. This evaluation team will review the Technical Proposals and give a preliminary score. Should a Vendor fail to achieve 350 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.

3.3. Cost Proposal Evaluation Criteria

- 3.3.1. Cost Proposals will be evaluated as follows:

- 3.3.1.1. **Vendor Cost:** The following formula will be used to assign points for Vendor Cost:

Vendor's Cost Score = (Lowest Total Proposed Cost / Vendor's Total Proposed Cost) x Maximum Number of Points for Vendor Cost.

For the purpose of use of this formula, the lowest proposed cost is defined as the lowest total cost proposed in Appendix D, Budget Sheet by a Vendor that has not been disqualified.

**For example:*

Vendor A proposes \$100,000

Vendor B proposes \$200,000

Maximum Number of Points for Vendor Cost = 150 points.

Vendor B Vendor Cost

= (\$100,000/\$200,000) x 150

= 75 total points.

For the purpose of use of this formula, the lowest proposed cost is defined as the lowest total cost proposed by a Vendor that has not been disqualified and received the minimum points during preliminary scoring of technical responses as specified above.

Fractions of points will be rounded up to the nearest whole number of points.

- 3.3.1.2. **Vendor Budget Evaluation:** The Vendor must:

3.3.1.2.1. Complete Appendix D, Budget Sheet, including the Budget Narrative and Program Staff List, for each State Fiscal Year (July 1 through June 30).

3.3.1.2.2. Provide a Budget Narrative that explains the specific line item costs included in the Appendix D, Budget Sheet and their direct relationship to meeting the objectives of this RFP. The Budget Narrative must explain how each position included in the Program Staff List pertains to the proposal and what activities they will perform.

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

Budget Sheet	
Points	Criteria
0-50	Costs are not allowable.
	Reader cannot understand the relationship of costs 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.
51-100	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.
101-150	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.

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

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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 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

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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-DLTSS-07-FEASI (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. 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 – Transmittal Letter and Vendor Information**, including:

6.3.1.1. **Vendor Code Number** - Prior to executing any resulting contract(s), 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 encourage to provide a vendor code number in the Appendix B if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>

6.3.2. **Appendix C – Vendor Technical Response to Mandatory Questions**

6.3.3. **Resumes** – Vendors must provide resumes for those key personnel who would be primarily responsible for meeting the terms and conditions of any agreement

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resulting from this Solicitation. Vendors must redact all personal information from resumes.

6.4. Cost Proposal Contents

- 6.4.1. **Appendix D, Budget Sheet** – Vendors must complete an Appendix D, Budget Sheet, including the Budget Narrative column and Program 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 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.

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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:
- 7.8.6.1. 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. 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, 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

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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 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(s), 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,

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records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 8.3.2. During the term of the resulting contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting contract(s) for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected 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. Confidential Data

- 8.5.1. 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.
- 8.5.2. 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

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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.

- 8.5.3. Upon request, the selected Vendor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the selected Vendor if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the selected Vendor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 8.5.3.1. How PII is gathered and stored;
 - 8.5.3.2. Who will have access to PII;
 - 8.5.3.3. How PII will be used in the system;
 - 8.5.3.4. How individual consent will be achieved and revoked; and
 - 8.5.3.5. Privacy practices.
- 8.5.4. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

8.6. Contract End-of-Life Transition Services

8.6.1. General Requirements

- 8.6.1.1. If applicable, upon termination or expiration of the Contract the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the selected Vendor to the Department and, if applicable, the selected Vendor engaged by the Department to assume the Services previously performed by the selected Vendor for this section the new selected Vendor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the selected Vendor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- 8.6.1.2. The selected Vendor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT

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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.

- 8.6.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
 - 8.6.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of the Contract.
 - 8.6.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department’s Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
 - 8.6.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department’s Information Security Requirements Exhibit.
- 8.6.2. Completion of Transition Services
- 8.6.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
 - 8.6.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department’s Information Security Requirements Exhibit.
- 8.6.3. Disagreement over Transition Services Results
- 8.6.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the

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disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

8.7. 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, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 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 if the Department's risk assessment determination indicates the Vendor is high-risk.
- 8.7.5. 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 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(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 – Transmittal Letter and Vendor Information**
- 9.3. Appendix C – Technical Response to Questions**
- 9.4. Appendix D – Budget Sheet & Program Staff List**