



State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS

FOR

Flexible Needs Funds Administration and Service Acquisition for
NH Doorways

RFP-2024-DBH-02-FLEXI

RELEASE DATE: July 19, 2023

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New Hampshire Department of Health and Human Services
 Flexible Needs Funds Administration and Service Acquisition for NH Doorways

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) from qualified Vendors to provide administrative services for NH Doorway Flexible Needs Funds (FNF). The Department is seeking a qualified Vendor to:

- Administer, disburse and monitor FNF expenditures for emergent needs on a first-come first-served basis, as identified, authorized, and requested by the Doorways and the After Hours Doorway;
- Coordinate the acquisition of FNF supports and services, through FNF service providers; and
- Manage the provision of FNF supports and services to eligible individuals, as identified, authorized, and requested by the Doorways and AHD.

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	September 30, 2023	
Contract End Date	September 29, 2024	
Renewal Options	The Department may extend contracted services for up to four (4) additional years.	
Funding Source	The Department anticipates using Federal funds for resulting contract.	
	Assistance Listing #	93.788
	Award Name	State Opioid Response
Match Requirements	N/A	
Point of Contact	Shannon Judd, Contract Specialist Shannon.y.judd@dhhs.nh.gov 603-271-9685	
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	7/21/2023
2.	Letter of Intent Submission Deadline (optional)	7/25/2023
3.	Questions Submission Deadline	8/4/2023 12:00PM
4.	Department Response to Questions Published	8/18/2023
5.	Vendor Solicitation Response Due Date	8/25/2023 12:00PM

1.4. Background

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

The Department’s mission is to join communities and families in providing opportunities for citizens to achieve health and independence. The Division for Behavioral Health (Division) contributes to this mission, in part, by providing resources that develop, support and deliver substance misuse prevention, early intervention, treatment and recovery support services that are integrated with primary and behavioral health care.

The Department envisions a statewide Substance Use Disorder (SUD) treatment delivery system that meets the needs of the individuals served under this RFP, including, but not limited to care that is integrated with mental and physical health services and coordinated with other social and community service agencies to address the social determinants of health for all clients.

The State Opioid Response (SOR) grant is an award from the Substance Abuse and Mental Health Services Administration (SAMHSA) to help the Department and SUD providers combat the opioid and stimulant use crisis across New Hampshire. This grant program addresses unmet treatment and recovery needs, opioid and stimulant overdose deaths, and barriers to medications for opioid use disorder. The SOR grant allows New Hampshire to address the changing needs and complex nature of SUD in the state.

1.4.2. Objective

The New Hampshire Doorways (Doorways) are regional, single points of entry for individuals looking for support with substance use concerns. The Doorways provide access to treatment as well as prevention and recovery supports. There are nine (9) Doorway locations in New Hampshire. Information about each Doorway can be found at <https://www.thedoorway.nh.gov/>.

Doorways have access to a pool of funding called Flexible Needs Funding (FNF). This targeted funding stream provides financial assistance, as a payor of last resort, to eligible

individuals for emergent needs that support services not otherwise covered through another payor source. FNF can be used to remove barriers to care that often prevent people in NH from accessing what they need, when they need it, including transportation; clothing; short term respite housing; recovery housing; and other identified needs approved by the Department. The Department is seeking a vendor to assist with ensuring that these targeted funds are being utilized properly and that FNF supports and services are being provided as needed, in a timely manner.

1.4.3. Covered Populations

The selected Vendor must provide services identified in this RFP to individuals, identified by and referred for FNF supports and services by the Doorways, who:

- 1.4.3.1. Are residents of or are experiencing homelessness in NH;
- 1.4.3.2. Meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) criteria for an Opioid Use Disorder (OUD) and/or Stimulant Use Disorder (StimUD) as determined by a:
 - 1.4.3.2.1. Licensed counselor; or
 - 1.4.3.2.2. Unlicensed counselor who:
 - 1.4.3.2.2.1. Is under the supervision of a licensed counselor;
 - 1.4.3.2.2.2. Is working toward licensure; and
 - 1.4.3.2.2.3. Has completed the required coursework for licensure, as required by:
 - 1.4.3.2.2.3.1. NH Board of Alcohol and Other Drug Use Providers;
 - 1.4.3.2.2.3.2. NH Board of Mental Health Practice; or
 - 1.4.3.2.2.3.3. NH Board of Psychology.

1.4.4. Terminology

After Hours Doorway (AHD): The point of entry when the Doorways are closed, which is from 5:00PM to 8:00AM Monday through Friday, and 24/7 on weekends, and holidays.

Doorways: Single points of entry, located across New Hampshire, for people seeking help for substance use, whether they need treatment, support, or resources for prevention and awareness. More information on the Doorways can be found at <https://www.thedoorway.nh.gov/>.

2. STATEMENT OF WORK

2.1. Scope of Services

2.1.1. FNF Supports and Services

- 2.1.1.1. The selected Vendor must develop and maintain a process to communicate and collaborate with each of the nine (9) Doorways and

the AHD to receive and respond to requests for FNF supports and services as follows:

2.1.1.1.1. 8:00 AM to 5:00 PM, Monday through Friday, for all Doorways locations; and

2.1.1.1.2. 5:00 PM to 8:00 AM Monday through Friday and 24/7 on weekends and holidays for the AHD.

Q1 *Describe your organization's knowledge of and experience working with the NH Doorway system, including the AHD and/or similar organizations.*

Q2 *Provide your plan to communicate and collaborate with the Doorways and the AHD. Include how you will receive and respond to requests from the Doorways and the AHD in a timely manner, including any tools utilized for this deliverable.*

2.1.1.2. The selected Vendor must facilitate the acquisition and provision of FNF supports and services to individuals as identified, authorized, and requested by the Doorways and the AHD, and with Department approval as needed.

2.1.1.3. The selected Vendor must identify, engage, select, and negotiate with FNF service providers to ensure support and service availability and accessibility statewide and consistent with prioritized individual needs.

2.1.1.4. The selected Vendor must ensure FNF supports and services are provided within the timeframe identified by the requesting Doorway or the AHD.

2.1.1.5. The selected Vendor must ensure available FNF supports and services include:

2.1.1.5.1. Transportation for eligible individuals to and from recovery-related medical appointments, treatment programs, and other locations that assist the individual with recovery;

2.1.1.5.2. Childcare that permits an eligible individual, who is a parent or caregiver, to attend recovery-related medical appointments, treatment programs, and other appointments;

2.1.1.5.3. Payment of short-term housing costs or other costs necessary to remove financial barriers to obtaining or retaining safe housing, including, but not limited to:

2.1.1.5.3.1.1. Assisting individuals in need of respite shelter resources while awaiting treatment and recovery services.

2.1.1.5.3.1.2. Resources for individuals while awaiting treatment and recovery services when care

is not yet available, including, but not limited to:

2.1.1.5.3.1.2.1. Rental payments.

2.1.1.5.3.1.2.2. Utility payments.

2.1.1.5.3.1.2.3. Recovery housing provided by recovery residences that are located and certified in New Hampshire to meet National Alliance for Recovery Residences (NARR) standards and are listed on the New Hampshire Recovery House Registry in accordance with current New Hampshire Administrative Rules.

2.1.1.5.3.1.3. Other short-term housing costs, as identified and authorized by the Doorway;

2.1.1.5.4. The provision of clothing and/or toiletries appropriate for cold weather, job interviews, or work;

2.1.1.5.5. Gift and/or gas cards, in an amount not to exceed \$20 per card, for use to purchase items at locations including, but not limited to:

2.1.1.5.5.1. Gas stations.

2.1.1.5.5.2. Drug stores.

2.1.1.5.5.3. Department stores.

2.1.1.5.5.4. Thrift stores; and

2.1.1.5.6. Other services as identified, authorized, and requested by the Doorway or AHD and as approved, in writing, by the Department.

2.1.1.6. The selected Vendor must provide account management and coordination services for FNF service providers that includes, but is not limited to:

2.1.1.6.1. Ensuring the services are rendered in a timely, efficient, and cost effective manner.

2.1.1.6.2. Compiling, maintaining, and updating a current list of:

2.1.1.6.2.1. FNF service providers across the state by type and region; and

2.1.1.6.2.2. Identified gaps in FNF supports and services across the state by type and region.

Q3 *What is your organization's knowledge of the services required in this RFP? Include your understanding of available services and gaps across NH.*

Q4 *Provide your organization's plan to facilitate the acquisition and provision of FNF supports and services detailed in this RFP. Include how your organization will:*

a. Identify and engage providers to ensure service availability and accessibility statewide;

b. Determine which providers to utilize when more than one (1) provider is available for supports and services;

c. Manage and monitor service provisions; and

d. Ensure services and supports are rendered in a timely, efficient, and cost effective manner.

2.1.1.7. The selected Vendor must ensure FNF supports and services respect and respond to the cultural, linguistic, and other social and environmental needs of the individual.

Q5 *How will your organization ensure the FNF supports and services provided are culturally competent, address the needs of diverse populations (e.g., racial/ethnic minorities, LGBTQ+, older adults, people involved in the criminal justice system)?*

2.1.1.8. The selected Vendor must ensure FNF service providers allow the use of prescribed medications for substance use disorder by Covered Populations receiving supports and services.

2.1.1.9. The selected Vendor must maintain documentation of all FNF supports and services requested and provided. The selected Vendor must ensure documentation includes, but is not limited to:

2.1.1.9.1. Date and time of FNF supports and/or service request.

2.1.1.9.2. Requesting Doorway and/or AHD.

2.1.1.9.3. Type of service and/or support requested.

2.1.1.9.4. Reason for request.

2.1.1.9.5. Name of individual receiving supports and/or service.

2.1.1.9.6. Verification of FNF supports and services eligibility.

2.1.1.9.7. Name of service provider used and reason for selection.

2.1.1.9.8. Date and time of supports and/or service provision.

- 2.1.1.9.9. Beginning and ending locations of transportation, as applicable.
- 2.1.1.9.10. Cost of service.
- 2.1.1.9.11. Date paid.
- 2.1.1.9.12. Form of payment.
- 2.1.1.9.13. Proof of payment.
- 2.1.1.9.14. Beginning and remaining balance of funds.

2.1.2. Fund Management and Administration

- 2.1.2.1. The selected Vendor must manage and monitor expenditures of FNF targeted funding as identified, authorized and requested by the Doorways and the AHD, and as approved by the Department as needed.
- 2.1.2.2. The selected Vendor must maintain a process to receive and process invoices from, and provide payment to, FNF service providers for services rendered.
- 2.1.2.3. The selected Vendor must ensure funding is:
 - 2.1.2.3.1. Paid directly to the service provider; and
 - 2.1.2.3.2. Not given or made available to the individual receiving FNF supports or services in the form of cash.
- 2.1.2.4. The selected Vendor must maintain records and accounts of all costs and expenditures associated with FNF supports and services.
- 2.1.2.5. The selected Vendor must ensure funding is not utilized to purchase or pay for services unallowable through the State Opioid Response (SOR) federal grant guidelines, including, but not limited to:
 - 2.1.2.5.1. Amounts prior to effective date of contract
 - 2.1.2.5.2. Construction or renovation expenses.
 - 2.1.2.5.3. Food or water.
 - 2.1.2.5.4. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using cannabis.
 - 2.1.2.5.5. Fines, fees, or penalties.
 - 2.1.2.5.6. Cell phones and cell phone minutes for clients.
 - 2.1.2.5.7. Promotional items including, but not limited to, clothing and commemorative items with added logos for distribution to clients and the community, such as pens, mugs/cups,

folders/folios, lanyards, and conference bags. See 45 CFR 75.421(e)(3)

2.1.2.5.8. Direct payments to individuals to enter treatment or continue to participate in prevention or treatment services. See 42 U.S.C. § 1320a-7b

2.1.2.5.9. Sterile needles or syringes for the hypodermic injection of any illegal drug.

Q6 *Describe your organization's experience providing fund management services listed in this RFP. Include your plan and process to administer, disburse and monitor expenditures.*

2.1.3. The selected Vendor must participate in program monitoring activities and fiscal reviews monthly, or as otherwise requested by the Department.

2.2. Staffing

2.2.1. The selected Vendor must recruit and maintain sufficient staff necessary to perform and carry out all of the functions, requirements, roles and duties identified this RFP.

2.2.2. The selected Vendor must notify the Department in writing of changes in key personnel and provide, within five (5) working days to the Department, updated resumes that clearly indicate the staff member is employed by the Vendor. Key personnel are those staff members for whom at least 10% of their work time is spent on this scope of services.

2.2.3. The selected Vendor must notify the Department in writing within one (1) month of hire when a new administrator, coordinator, or any staff person essential to carrying out this scope of services is hired to work in the program. The selected Vendor must ensure notification includes a copy of the newly hired staff member's resume, which clearly indicates the staff member is employed by the selected Vendor.

2.2.4. The selected Vendor must notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one (1) month.

Q7 *What is capacity of your organization to carry out all of the functions, requirements, roles and duties identified in this RFP? Provide your proposed staffing plan, including an organizational chart; resumes for key staff; job descriptions for vacant positions; and your organizations Continuity of Operations Plan that ensures the essential functions of the program continue in the event of a disruption of normal operations.*

2.3. Reporting

2.3.1. The selected Vendor must submit monthly FNF supports and services reports to the Department on the 15th working day of the following month. The selected Vendor must ensure each report includes, but is not limited to:

2.3.1.1. Total number of FNF supports and service requests statewide.

- 2.3.1.2. Total number of FNF supports and service requests broken out by service type and requesting Doorway/AHD.
- 2.3.1.3. Total number of individuals receiving FNF services statewide.
- 2.3.1.4. Total number of individuals receiving FNF services, broken out by service type and requesting Doorway/AHD.
- 2.3.1.5. Total number of individuals receiving FNF services, broken out by service type statewide.
- 2.3.1.6. Name of service provider(s) used and reason for selection, broken out by service type and requesting Doorway/AHD.
- 2.3.1.7. Cost of service range and average.
- 2.3.1.8. Beginning and remaining balance of funds.
- 2.3.1.9. A detailed assessment of identified gaps in state-wide service providers for Department review.
- 2.3.2. The selected Vendor may be required to provide other data and metrics to the Department in a format specified by the Department.

2.4. State Opioid Response (SOR) Grant Standards

- 2.4.1. The selected Vendor must establish formal information sharing and referral agreements with the Doorways in compliance with all applicable confidentiality laws, including 42 CFR Part 2 in order to receive payments for services funded with SOR resources.
- 2.4.2. The selected Vendor must ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of Opioid Use Disorder (OUD) or Stimulant Use Disorders (StimUD) or are at risk for such.
- 2.4.3. The selected Vendor must ensure that SOR grant funds are not used to purchase, prescribe, or provide cannabis or for providing treatment using cannabis. The Contractor must ensure:
 - 2.4.3.1. Treatment in this context includes the treatment of OUD or StimUD.
 - 2.4.3.2. Grant funds are not provided to any individual or organization that provides or permits marijuana use for the purposes of treating substance use or mental health disorders.
 - 2.4.3.3. This cannabis restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.
- 2.4.4. The selected Vendor must comply with all appropriate Department, State of NH, Substance Abuse and Mental Health Services Administration (SAMHSA), and other Federal terms, conditions, and requirements, and as amended, and shall collaborate with the Department to understand the aforesaid.

2.5. Finance

- 2.5.1. Payment for services will be made on a monthly basis using a cost reimbursement model based on the approved budgets, while ensuring SOR is the payor of last resort, which will be included in the resulting contract.
- 2.5.2. The selected Vendor must submit monthly invoices using a form satisfactory to the Department, which identifies and requests reimbursement for authorized expenses incurred.
- 2.5.3. The selected Vendor must ensure invoices are completed, dated and submitted to the Department to initiate payment.

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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. Vendors are advised that this is not a low cost award and that the scoring of the Cost Proposal will be combined with the scoring of the Technical Response to determine the overall highest scoring Vendor.

TECHNICAL RESPONSE	POSSIBLE SCORE
(Q1) Doorway Knowledge and Experience	50 Points
(Q2) Communication and Collaboration Plan	150 Points
(Q3) Resource Knowledge	50 Points
(Q4) FNF Services Plan	150 Points
(Q5) Cultural Competency	25 Points
(Q6) Fund Management and Administration	150 Points
(Q7) Capacity, Staffing, COOP	125 Points
Technical Response – Total Possible Score	700 Points

COST PROPOSAL	POSSIBLE SCORE
Cost Evaluation	150 Points
Budget Evaluation (Appendix E)	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 400 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 Evaluation:** The following formula will be used to assign points for Vendor Cost:

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

**For example:*

Vendor A proposes \$100,000

Vendor B proposes \$200,000

Maximum number of Points for Vendor Cost = 150 points.

Vendor B Cost= (\$100,000/\$200,000) x 150 = 75 total points

3.3.1.1.1. 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.

3.3.1.1.2. Fractions of points will be rounded up to the nearest whole number of each set of responses to questions in Subsection 3.1.

3.3.1.2. **Vendor Budget Evaluation:** The Vendor(s) must:

3.3.1.2.1. Complete Appendix E, Budget Sheet, including the Budget Narrative and Program Staff List, for each State Fiscal Year (July 1 through June 30). The anticipated amount of funding to be spent on FNF supports and services is approximately \$1,000,000. Budget proposals should reflect these costs for direct FNF supports and services as well as other costs to administer the FNF services. This is not a low cost award.

3.3.1.2.2. Provide a Budget Narrative that explains the specific line item costs included in the Appendix E 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.

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

Budget Sheet	
Points	Criteria
0-50	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.
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

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 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:

RFX-2024-DBH-02-FLEXI (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

- 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 will be required to provide a vendor code number issued by the State of New Hampshire Department of Administrative Services upon registering as an authorized vendor with the State. Vendors are strongly encourage to provide a vendor code number in the Appendix C if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>
- 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 and Program Staff List** – Vendors must complete an Appendix E, including the Budget Narrative column and Program Staff List, for each State Fiscal Year (July 1 through June 30). This is not a low cost award.

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/>).

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- 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.
- 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 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 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(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 must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

7.16. Site Visits

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

7.17. Protest of Intended Award

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

7.18. Contingency

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

7.19. Ethical Requirements

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

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

7.20. Liquidated Damages

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

8. COMPLIANCE

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

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

8.2.1. Site visits.

8.2.2. File reviews.

8.2.3. Staff training.

8.3. Records

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

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

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

8.3.2. During the term of the resulting contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting contract for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Vendor as costs hereunder the Department shall retain the right, at its

discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor.

8.4. Credits and Copyright Ownership

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

8.5. 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 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. Background Checks

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

8.7. Confidential Data

- 8.7.1. The selected Vendor 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.
- 8.7.2. The selected Vendor 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 must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor must provide attestations upon Department request.
- 8.7.3. 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:
 - 8.7.3.1. How PII is gathered and stored;
 - 8.7.3.2. Who will have access to PII;
 - 8.7.3.3. How PII will be used in the system;
 - 8.7.3.4. How individual consent will be achieved and revoked; and
 - 8.7.3.5. Privacy practices.
- 8.7.4. 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.

8.8. Contract End-of-Life Transition Services

8.8.1. General Requirements

- 8.8.1.1. 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.
- 8.8.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 8.8.1.3. 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.
- 8.8.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 8.8.1.5. 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.
- 8.8.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the

terms and conditions of Exhibit K: *DHHS Information Security Requirements*.

8.8.2. Completion of Transition Services

8.8.2.1. 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.

8.8.2.2. 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.

8.8.3. Disagreement over Transition Services Results

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

8.9. Audit Requirements

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

8.9.1.1. 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.

8.9.1.2. 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.

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

8.9.2. 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.

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- 8.9.3. 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.
- 8.9.4. 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.
- 8.9.5. 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 – 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 and Program Staff List**