



State of New Hampshire
Department of Health and Human Services

REQUEST FOR GRANT APPLICATION

FOR RGA-2024-DLTSS-01-INTEN

Intensive Treatment Services Housing and Homelessness Initiative

RELEASE DATE: May 9, 2023

**New Hampshire Department of Health and Human Services
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1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, through its Division of Long-Term Services and Supports ("Department"), and its Division for Behavioral Health, is seeking responses to this Request for Grant Applications ("RGA" or "solicitation") from qualified provider organizations (Applicants), as described in Subparagraphs 1) and 2) below, to purchase, renovate and/or construct housing and/or increase capacity at existing homes for the populations described herein. Qualified organizations that submit applications to this RGA ("Applicants"), must meet the following requirements of either subparagraph 1) or 2):

- 1) Applicant is enrolled, or has submitted an enrollment application, as a Developmental Services provider in support of individuals who are eligible for one of New Hampshire's Home and Community Based 1915c Waivers (e.g., the Developmental Disabilities Waiver, the Acquired Brain Disorder Waiver, or the In-Home Supports Waiver), and agrees to provide comprehensive person-centered services and residential placement for individuals eligible for funding under said 1915c waiver; and Applicant provides one of the following:
 - a. Placement that helps the individual eligible for one of New Hampshire's Home and Community Based 1915c Waivers to return from an out-of-state residential setting directly; or
 - b. Placement that helps prevent the individual eligible for one of New Hampshire's Home and Community Based 1915c Waivers from requiring out-of-state residential services; or
 - c. Placement that is considered appropriate based on the clinical complexity and person-centered needs of the individual eligible for one of New Hampshire's Home and Community Based 1915c Waivers, as well as the prospective fit with other individuals, staff, and services of the proposed Intensive Treatment Housing Services home.

OR

- 2) Applicant is an organization that provides permanent housing for individuals who are disabled, or families that have an individual who is disabled, and are experiencing homelessness. For the purpose of this requirement, "disabled" is defined by 42 U.S.C. § 416(i), except that the required minimum duration of the impairment shall be 48 months. For the purpose of this requirement, "disabling condition" means an injury, substance use disorder, mental health condition, or illness, as diagnosed by a qualified health professional, that is expected to cause an extended or long-term incapacitation where the individual is receiving services through the Home Community-Based Services State Plan 1915(i), but the injury or condition does not meet the definition of disability under 42 U.S.C § 416(i).

All real estate purchases, construction, renovation and capacity expansion must be compliant with the Centers for Medicare & Medicaid Services' Home and Community-Based Setting Requirements for Community First Choice and Home and Community-Based Services ("HCBS") Waivers rules.

The Department anticipates awarding multiple Grant Agreements for the services in this RGA. Applicants may apply to purchase real estate, renovate or construct residential homes, or increase capacity at existing homes at more than one real estate location; however Applicants must submit a separate application for each location. Applicants may apply to provide housing services for either or both populations, as defined in Subparagraphs 1.4.4.1 and 1.4.4.2 below.

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If an Applicant applies to provide housing services to both populations, the Applicant must submit a separate application for services to each population and the associated target property location. Each target property may provide services for one population or the other, but not both.

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.

Grant Agreement Effective Date	August 1, 2023	
Grant Agreement End Date	Selected Applicants must expend funding no later than March 1, 2025 . If the approved project involves the purchase or construction of real property, the selected Applicant must maintain and utilize the property for the original authorized purpose for a period of not less than eight (8) years from the date the property is put in service.	
Funding for the resulting agreement(s) is anticipated to be approximately:	\$10,000,000	
Funding Source	The Department anticipates using Federal funds for resulting grant agreements.	
	Assistance Listing #	93.778
	Award Name	Section 9817 funding based on additional federal medical assistance percentage (FMAP) earnings made available to states on services related to Home and Community Based Services (HCBS).
Point of Contact	Dean B. Fancy, Contract Specialist Dean.B.Fancy@dhhs.nh.gov 603-271-9610	
From the date of release of this solicitation until an award is made and announced regarding the selection of Applicants, 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 grantee during the selection process, unless otherwise authorized by the Point of Contact. Applicants may be disqualified for violating this restriction on communications.		

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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	5/9/2023
2.	Letter of Intent Submission Deadline (optional)	5/16/2023
3.	Applicants Conference Date (optional)	5/18/2023 at 10:00 AM
4.	RGA Questions Submission Deadline	5/18/2023 11:59 PM
5.	Department Response to Questions Published	6/2/2023
6.	Applicant Solicitation Response Due Date	6/13/2023 at 12:00 Noon

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Division of Long-Term Services and Supports (DLTSS), Bureau of Developmental Services (BDS)

BDS joins communities and families in providing opportunities for individuals with developmental disabilities or acquired brain disorders to achieve health and independence. In partnership with individuals, families, and community-based service networks, BDS affirms the vision that all citizens should participate in the life of their community while receiving the supports they need to be productive and valued community members.

1.4.2. New Hampshire Division for Behavioral Health (DBH), Bureau of Homeless Services (BHS)

BHS assists with connecting individuals and families who are currently experiencing homelessness or are at risk of experiencing homelessness with emergency sheltering and ongoing housing supports and services. BHS plans for and funds homeless services through contracted agencies within New Hampshire's ten counties, and ensures effective use of resources through program and fiscal monitoring of funded programs. BHS collaborates with other public agencies, advocacy and service organizations that serve people experiencing homelessness to maximize effective use of resources.

1.4.3. The Medicaid Home and Community-Based Services Program

The Medicaid Home and Community-Based Services Program ("HCBS Program"), is authorized in §1915(i) and 1915(c) of the Social Security Act, and it permits a state to furnish an array of home and community-based services that assist Medicaid beneficiaries to live in the community and avoid institutionalization. The State has broad discretion to design its HCBS Program to address the needs of its participants. Program services compliment and/or supplement the services that are available to participants through the Medicaid State plan and other federal, state and local public programs as well as the supports that families and communities.

1.4.4. Objectives

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The Department is seeking applications for providers of services from qualified organizations for two separate populations, as described in subparagraphs 1.4.4.1 and 1.4.4.2 below.

1.4.4.1. Intensive Treatment Housing Services (ITS)

The Department is seeking Applicants to purchase, renovate and/or construct homes, or increase capacity at existing homes, for individuals with a Developmental Disability or Acquired Brain Disorder who are receiving services under the 1915c waiver. Agreements resulting from this RGA will provide funding to providers of in-state services to purchase, renovate, or construct new residences, or increase capacity at existing homes for individuals receiving services under the 1915c waiver:

1. Who are returning from out-of-state ITS placements;
2. Who have ITS needs and are at risk of requiring out of state placement to receive services; or
3. When placement is considered appropriate based on the clinical complexity and person-centered needs of the individual as well as the prospective fit with other individuals, staff, and services of the proposed ITS home.

Applicants awarded Grant Agreements for the services in this RGA (“Selected Applicants”), must agree to be compliant with the HCBS Final Settings Rule as defined by the Centers for Medicaid and Medicare Services and in accordance with §441.301(c)(4), and agree to maintain the housing in use for the Target Population for a period of ten (10) years. Selected Applicants must also demonstrate the ability to provide services to the Target Population at the home for a period of no less than ten (10) years from the date the home is first placed in service, or from the date the capacity increase is implemented.

1.4.4.2. Homelessness Housing Services (HHS)

The Department is seeking Applicants to purchase, renovate or construct homes, or to increase capacity at existing homes, for individuals, or families who have an individual that meet the following needs-based HCBS eligibility requirements:

- 1) Requires assistance with achieving and maintaining housing as a result of a disability or disabling condition, as indicated by a need for assistance with at least one of the following:
 - a. Mobility;
 - b. Decision-making;
 - c. Maintaining healthy social relationships;
 - d. Assistance with at least one basic need such as self-care, money management, bathing, changing clothes, toileting, getting food or preparing meals; or
 - e. Managing challenging behaviors; and
- 2) Is experiencing housing instability as evidenced by one of the following risk factors:
 - a. Is chronically homeless – an individual is considered chronically homeless if they are living in a place not meant for human habitation or a shelter, have been continuously homeless for at least one (1) year or on at least four (4) separate occasions in the last three (3) years;
 - b. Is at risk of chronic homelessness – an individual is considered at risk of chronic homelessness if they are living in a place not meant for human

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habitation or a shelter, have been continuously homeless for less than one (1) year and less than four (4) separate occasions in the last three (3) years, lack sufficient resources and support networks to assist them in obtaining permanent housing; or

- c. Has a history of chronic homelessness – an individual is considered to have a history of chronic homelessness if they are currently housed, previously met the chronically homeless criteria, and is at risk of returning to homelessness without this 1915(i) benefit.

- 1.4.4.3. Selected Applicants must demonstrate the ability to maintain the housing in service providing permanent housing for the target population for a period of ten (10) years, adhere to the property standard requirements in Appendix B, Standard Exhibits A-K, Exhibit C, Payment Terms, and must provide evidence of experience providing ongoing services for individuals or families experiencing homelessness.

1.5. Grant Agreement Requirements-Intensive Treatment Services

1.5.1. Selected Applicants must:

- 1.5.1.1. Ensure each property placed in service (the target property) is certified as a community residence pursuant to New Hampshire Administrative Rule He-M 1001;
- 1.5.1.2. Maintain a current license issued by the Department in accordance with New Hampshire RSA 151 for any home in which four or more people will reside; and
- 1.5.1.3. Maintain licensure and certification as appropriate based on the number of individuals in the home for the required ten (10) year period.
- 1.5.1.4. Be solely responsible for any costs associated with the provision of services to the individuals residing at the target properties, as required in the resulting grant agreements, and ongoing property maintenance and operations.

1.5.2. Selected Applicants are required to submit a project plan with each application. The project plan must include a detailed narrative description of the Applicant's plan to place the target property in service as housing for the target population, including, but not limited to:

1.5.2.1. A target property, with a description of the property that includes:

1.5.2.1.1. For properties owned by the Applicant:

- 1.5.2.1.1.1. A copy of the deed to the property, as registered with the county.
- 1.5.2.1.1.2. A narrative physical description of the property.
- 1.5.2.1.1.3. Photographs of the property.
- 1.5.2.1.1.4. The number of individuals who will live at the property.
- 1.5.2.1.1.5. The anticipated length of time or time range each individual will reside at the property.

1.5.2.1.2. For properties owned by a third party:

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- 1.5.2.1.2.1. A copy of the proposed contract for use of the property between the Applicant and the third party.
- 1.5.2.1.2.2. A copy of the deed to the property, as registered with the county.
- 1.5.2.1.2.3. A narrative physical description of the property.
- 1.5.2.1.2.4. Photographs of the property.
- 1.5.2.1.2.5. The number of individuals who will live at the property.
- 1.5.2.1.2.6. The anticipated length of time or time range each individual will reside at the property.
- 1.5.2.1.3. For properties the Applicant intends to acquire:
 - 1.5.2.1.3.1. A detailed plan for acquisition of the property, including a timeline with a target date for the acquisition.
 - 1.5.2.1.3.2. A copy of the deed to the property, as registered with the county, if the property has been identified;
 - 1.5.2.1.3.3. A narrative physical description of the property, if the property has been identified;
 - 1.5.2.1.3.4. Photographs of the property, if the property has been identified;
 - 1.5.2.1.3.5. The number of individuals who will live at the property.
 - 1.5.2.1.3.6. The anticipated length of time or time range each individual will reside at the property.
- 1.5.2.1.4. For expansion of capacity at an existing home:
 - 1.5.2.1.4.1. A copy of the deed to the property, as registered with the county.
 - 1.5.2.1.4.2. A narrative physical description of the property.
 - 1.5.2.1.4.3. Photographs of the property.
 - 1.5.2.1.4.4. The number of individuals who live at the property currently, and the number of individuals who will live at the property after the capacity expansion.
 - 1.5.2.1.4.5. The anticipated length of time or time range each individual will reside at the property.
- 1.5.2.1.5. A budget of all anticipated expenses to place the property in service, with a total final amount of funds the Applicant is requesting for each project. The budget must include a narrative explanation for each line item on the budget. Budgeted expenses may include, but are not limited to:
 - 1.5.2.1.5.1. Purchase or partial financial support with purchase of properties.

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- 1.5.2.1.5.2. Renovation and environmental modification to homes.
- 1.5.2.1.5.3. Costs to expand capacity at existing homes.
- 1.5.2.1.5.4. Cost associated with furnishing new homes.
- 1.5.2.1.5.5. Cost for initial trainings and onboarding of staff prior to opening.
- 1.5.2.1.5.6. Training related expenses such as training materials, registration fees, and trainer expenses.
- 1.5.2.1.5.7. Other wage expenses for direct care, nursing, and clinical staff that are hired to work in the home, which are incurred prior to the site opening date.
- 1.5.2.1.5.8. Cost related to ensuring services are compliant with HCBS Final Settings Rule.
- 1.5.2.1.5.9. Moving expenses directly associated with individuals moving into the new site.
- 1.5.2.1.6. A detailed timeline for the project, starting with the anticipated date of acquisition of the property and ending with the projected date of occupancy.
- 1.5.3. Each property must meet the following criteria:
 - 1.5.3.1. A residential home to accommodate no less than one, and no more than six individuals. Each individual must have a separate bedroom.
 - 1.5.3.2. Situated in a location consistent with Home and Community Based Services criteria, minimizing potential for isolation.
 - 1.5.3.3. Inclusive of all necessary home facilities, including, but not limited to, a kitchen that is an appropriate size for the number of residents.
- 1.5.4. Selected Applicants must own, maintain, and utilize the property in the name of the Grantee for the original authorize purpose for a period of not less than ten years from the date the property is placed in service, or must provide a lease agreement that is effective for a period of no less than for a period of not less than ten years from the date the property is placed in service, and must:
 - 1.5.4.1. Demonstrate the ability to provide ITS services at the property;
 - 1.5.4.2. Complete environmental modifications as needed in the property in order to support the specialized clinical and medical needs of the population;
 - 1.5.4.3. Present their plan to minimize community impact, and to both reduce and safely respond to behavioral incidents; and
 - 1.5.4.4. Present their plan to maintain the property in continuous service for the ten-year period.
- 1.5.5. Selected Applicants for ITS housing shall propose a plan to:
 - 1.5.5.1. Secure community-based housing, and;
 - 1.5.5.2. Subsequently provide comprehensive day/residential Intensive Treatment Services therein to individuals with Intellectual/Developmental Disabilities and/or Acquired Brain Disorders and complex presenting clinical needs.

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- 1.5.6. Selected Applicants must provide comprehensive person-centered services, and residential placement for individuals eligible for funding under a 1915c waiver who also meet one of the following criteria:
 - 1.5.6.1. Placement helps this individual return from an out-of-state residential setting directly.
 - 1.5.6.2. Placement helps prevent this individual from requiring out-of-state residential services.
 - 1.5.6.3. Placement considered appropriate based on the clinical complexity and person-centered needs of the individual, and the compatibility of the individual with staff, residents, and the environment of the proposed ITS home (milieu.)
 - 1.5.6.4. In order to be considered an appropriate recipient of ITS Housing grant funding, Applicant's proposal must clearly demonstrate that services will be provided to individuals from at least one of the three categories above.
- 1.5.1. Implementation Plan
 - 1.5.1.1. The selected Applicants shall participate in status telephone calls and/or virtual meetings with the Department on a schedule developed by the Department to review the status of the purchase, development and implementation of ITS homes and services indicated in proposals for the duration of the implementation period.
 - 1.5.1.2. Selected Applicants shall participate in implementation and operational site visits on a schedule provided by the Department. All deliverables, programs, and activities of this Agreement shall be subject to review during this time. The Applicant(s) shall:
 - 1.5.1.2.1. Ensure the Department has access sufficient for monitoring of grant compliance requirements.
 - 1.5.1.2.2. Ensure the Department is provided with access that includes, but is not limited to:
 - 1.5.1.2.2.1. Data.
 - 1.5.1.2.2.2. Financial Records.
 - 1.5.1.2.2.3. Scheduled access to work sites, location, and work spaces associated with proposed residential homes.
 - 1.5.1.2.2.4. Access to work sites, locations, and work spaces associated with proposed residential homes.
 - 1.5.1.2.2.5. Scheduled phone access to the leadership team.
 - 1.5.1.3. Selected Applicants must provide a final project plan within ten (10) business days of the Grant Agreement Effective Date, or later with approval by the Department.
 - 1.5.1.4. The work plan shall include, but is not limited to:
 - 1.5.1.4.1. An articulated plan for securing community-based residential property in which the ITS home will be operated.
 - 1.5.1.4.1.1. Once locations are identified, information on the particulars of the proposed home (location, size, proximity from community amenities, number of

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intended residents, environmental fit for proposed population or potential to be renovated/modified to meet needs, etc.).

- 1.5.1.4.1.2. A recruitment and staffing plan;
- 1.5.1.4.1.3. An estimate of the projects, renovations, environmental modifications, trainings, and pertinent start-up costs anticipated
- 1.5.1.4.1.4. Identification and description of the tasks to be performed;
- 1.5.1.4.1.5. Identification of the staff responsible for performing the tasks;
- 1.5.1.4.1.6. Milestones;
- 1.5.1.4.1.7. Projected start/completion/opening dates;
- 1.5.1.4.1.8. Contingency planning as it relates to identified tasks; and
- 1.5.1.4.1.9. Issue tracking and resolution.

1.5.2. Reporting Requirements

1.5.2.1. Selected Applicants will be required to submit a weekly report for each property during the time the property is undergoing construction or renovation, which must include, but is not limited to:

- 1.5.2.1.1. Purchase or acquisition date of the target property
- 1.5.2.1.2. Date the target property was approved for funding.
- 1.5.2.1.3. Start date for renovation of construction
- 1.5.2.1.4. Approximate percent for project completion.
- 1.5.2.1.5. A narrative description of activity at the target property during that past month, including:
- 1.5.2.1.6. Materials purchases.
- 1.5.2.1.7. Permits received.
- 1.5.2.1.8. Completed construction activities.

1.5.2.2. Selected Applicants will be required to submit a quarterly report for each target property after the property is placed in service to provide services, which must include, but is not limited to:

- 1.5.2.2.1. Number of residents living at property;
- 1.5.2.2.2. Any change to residents living at property since most recent quarterly report;
- 1.5.2.2.3. A list of expenses paid to sustain the property, including, but not limited to:
 - 1.5.2.2.3.1. Taxes.
 - 1.5.2.2.3.2. Maintenance and repairs.
 - 1.5.2.2.3.3. Utilities.

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- 1.5.2.2.4. A narrative description of any unusual events or activities pertaining to the property, including, but not limited to:
 - 1.5.2.2.4.1. Each event resulting in an Incident Report, including a copy of the Incident Report.
 - 1.5.2.2.4.2. A description of any accidents or injuries occurring at the property;
- 1.5.2.3. Individual progress notes for each individual residing at the property.
- 1.5.3. Basic Services
 - 1.5.3.1. Selected Applicants shall provide, at a minimum, services to all individuals as outlined in the New Hampshire Administrative Rule as follows:
 - 1.5.3.1.1. Medical monitoring and medication administration in accordance with expectations outlined in New Hampshire Administrative Rule He-M 1201;
 - 1.5.3.1.2. Full compliance with the rules set forth in New Hampshire Administrative Rule He-M 310 (i.e., Right of Persons Receiving Developmental Services or Acquired Brain Disordered Services in the Community);
 - 1.5.3.1.3. Individual evaluation, individual treatment planning, discharge planning, and linkage with appropriate community services;
 - 1.5.3.1.4. Instruction in community and independent living skills to prepare each individual for discharge, as specified in the individual's service agreement and treatment plan;
 - 1.5.3.1.5. Accessibility, including necessary home modifications, to be determined based on the needs of the individuals residing at each home; and
 - 1.5.3.1.6. In proposals that indicate use of funded Community Participation Services, adherence to the expectations outlined in New Hampshire Administrative Rule He-M 507.
- 1.5.4. Clinical Treatment
 - 1.5.4.1. Applicants shall provide clinical treatment to include, as appropriate based on person-centered need of each proposed resident:
 - 1.5.4.1.1. Individual and group therapeutic services as indicated by the presenting concerns of the proposed populace directed toward addressing each individual's challenge areas;
 - 1.5.4.1.2. Evidence-based approaches such as Dialectic Behavioral Therapy (DBT), Applied Behavior Analysis (ABA), and/or Cognitive Behavioral Therapy (CBT) that are adapted to the cognitive and person-centered needs of the individuals that will be served. Note: this list is intended to provide examples of appropriate modalities, but individual approaches may vary based on the needs of the population proposed.
 - 1.5.4.1.3. Modalities specialized to the treatment needs of the intended population as needed, which include but are not limited to:

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- 1.5.4.1.3.1. Sex offending behavior, such as Good Lives Model, and
- 1.5.4.1.3.2. Intentional fire setting behavior, such as Fire Setting Intervention Program for Mentally Disordered Offenders (FIP-MO).
- 1.5.4.1.3.3. The selected Applicant(s) shall ensure that all clinical services are implemented with an evidence based interpersonal approach.
- 1.5.4.1.3.4. All clinicians shall use Feedback-Informed Treatment to monitor the quality of services and enhance the quality of services and prevent treatment failure.
- 1.5.4.1.4. Development and implementation of person-centered behavior support plans to support the safety and individualized needs of population. All plans shall be reviewed with individuals, teams, and guardians, as applicable, and presented to Human Rights Committees for approval. All plans must adhere to the expectations outlined in the applicable New Hampshire Administrative Rule(s).
- 1.5.4.1.5. Psychological and other clinical evaluations or linkage to consulting professionals, including alcohol or substance abuse evaluations, as determined necessary by an individual's treating clinicians.
- 1.5.5. Service Planning
 - 1.5.5.1. The Applicant must work closely with the each individual's team, inclusive as applicable of area agency, case management agency, and guardian to address the responsibility for:
 - 1.5.5.1.1. Service provision and planning in accordance with New Hampshire Administrative Rule He-M 503, and
 - 1.5.5.1.2. Discharge planning responsibilities.
 - 1.5.5.2. The selected Applicant(s) shall ensure all treatment planning includes:
 - 1.5.5.2.1. Access to safe specifically selected and approved supervised community outings at locations that afford the ability to demonstrate community living skills and risk management replacement behaviors.
 - 1.5.5.2.2. Detail of the anticipated time frame and an individualized discharge plan, as the first goal of any treatment planning.
 - 1.5.5.2.3. A collaborative effort between mental health providers, medical services, and each individual's multidisciplinary team.
 - 1.5.5.2.4. Opportunities to pursue community activities such as leisure, vocational, and volunteer efforts to demonstrate readiness and progress toward discharge planning.
 - 1.5.5.2.5. The completion of documentation for each individual to provide for a quantitative analysis for tracking behaviors to decrease and replacement skills. This documentation will assist with the routine

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update and renewal of individual behavior plans with current data from the previous year.

- 1.5.5.2.6. The selected Applicant's clinicians shall issue monthly reports to the members of each individual's team.
- 1.5.5.2.7. Assess all data for each individual, including clinician's notes and daily documentation to determine readiness for fading supervision, and ultimately discharge.

1.5.6. Security and Safety

1.5.6.1. Selected Applicants shall ensure the following components are in place relative to safety and security:

- 1.5.6.1.1. Upon admission, and until further assessments can be conducted and an individualized behavior plan is developed and implemented, provide all individuals with a minimum of 2:3 ratio staffing in the home and 1:1 ratio staffing in the community, including the property the home is located on. Selected Applicants shall increase staffing should the individual's behavior indicate this is necessary to maintain safety and security.
- 1.5.6.1.2. Articulate protocol for minimizing and safely responding to instances of an individual becoming absent without supervision (elopement) in person-centered behavior support plans for each individual, as applicable.
- 1.5.6.1.3. Implement a community trip planning procedure to ensure that with minimal exceptions, typical outings are pre-planned and approved by appropriate staff. As a general practice, staff and the individual shall review all aspects of the outing together prior to leaving, including the purpose and expectations for safety, as well as ramifications/contingencies that will be necessary in the event of unsafe behavior in the community.
- 1.5.6.1.4. Upon admission, and until further assessments can be conducted and an individual behavior plan refined and revised over time, ensure environmental restrictions based on the intended population indicated (with some variation) in each proposal. Common restrictions include, but are not limited to:
 - 1.5.6.1.4.1. Locked sharps, chemicals, and ignition materials.
 - 1.5.6.1.4.2. Restricted media access and limitations on media content to be accessed based on the person-centered needs of the intended populace served.
 - 1.5.6.1.4.3. Prohibition of alcohol and other controlled substances.
 - 1.5.6.1.4.4. Approved phone contact list and procedures governing safe use and potentially supervised use of the phone.
 - 1.5.6.1.4.5. Limitations on the location of community access, including, but not limited to, no access to locations where children frequent that are not incidental in nature, no contact with individuals under 18, and no

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contact with victims, common in proposals that support individuals with a history of problematic sexual behavior.

1.5.6.1.4.6. Random room searches, conducted on no less than a weekly basis.

1.5.6.1.4.7. Door alarms, chimes, window alarms, and/or door locks.

1.5.6.1.4.8. Delayed egress system, typically utilized in homes supporting individuals with a history of unsafe elopement.

1.5.6.2. Upon completion of assessments and revision of the individualized behavior plan approved by each individual and/or his or her guardian and the local human rights committee, implement only those environmental restrictions included in the plan;

1.5.6.3. Ensure that all staff have access emergency on call support, available twenty-four hours a day, seven days per week to a means of contacting management and additional support for consultation and assistance in the event of need for crisis prevention or intervention; and.

1.5.6.4. Utilize the Unsafe and Inappropriate Materials Policy and Procedure that provide guidelines with which all visitors and staff are to comply to ensure safety of individuals, staff, and visitors.

1.5.7. Staffing

1.5.7.1. Selected Applicants shall provide the necessary staff in accordance with best practices for ITS homes that includes at a minimum:

1.5.7.1.1. An administrator or director responsible for the overall operation of the ITS home;

1.5.7.1.2. A clinical director or senior clinician responsible for all services provided to individuals admitted to the ITS home;

1.5.7.1.3. A program manager to serve as the liaison between the Vendor and external team for each individual served; and

1.5.7.1.4. Clinicians as are necessary to meet the treatment needs of the individuals served including a designated clinician with responsibility for each location to facilitate weekly individual and group therapy and provide a fully integrated milieu approach to meet the needs of individuals as well as staff.

1.5.7.2. For existing homes, selected Applicants shall ensure all incoming staff participate in an orientation and training process, and ensure no staff work directly with any individuals until this training is complete. Additionally, applicants shall ensure all incoming staff have the opportunity to shadow and learn from experienced staff and management team members prior to working directly with individuals. For new homes, particularly for any providers new to New Hampshire, shadowing should be considered the expectation to work toward.

1.5.7.3. Selected Applicants shall ensure all staff participate in professional development trainings. Examples of appropriate initial and ongoing trainings include, but are not limited to the following:

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- 1.5.7.3.1. General behavior plan to be followed upon each admission;
 - 1.5.7.3.2. Service agreement, behavior plan, risk management plan;
 - 1.5.7.3.3. Any other specific plans for each individual;
 - 1.5.7.3.4. Crisis Intervention System;
 - 1.5.7.3.5. Virtual Direct Support Professional Training using the Relias software application;
 - 1.5.7.3.6. Fire safety;
 - 1.5.7.3.7. Human rights and mandated reporting;
 - 1.5.7.3.8. Cardio Pulmonary Resuscitation (CPR)/First aid;
 - 1.5.7.3.9. Trainings specific to clinical approach/treatment modalities
 - 1.5.7.3.10. Positive Behavior Supports.
 - 1.5.7.3.11. Administrative Rule He-M 1201 relative to medication administration;
 - 1.5.7.3.12. Any other pertinent Administrative Rule based on services
 - 1.5.7.3.13. Health Insurance Portability and Accountability Act (HIPPA); and
 - 1.5.7.3.14. Agency policies and procedures.
- 1.5.8. Policies and Procedures
- 1.5.8.1. Selected Applicants shall:
 - 1.5.8.1.1. Have written policies and procedures in accordance with New Hampshire Administrative Rule that include at a minimum:
 - 1.5.8.1.1.1. Supervision levels and the monitoring of individuals, including the use of electronic or other security devices as applicable;
 - 1.5.8.1.1.2. Accessing police and fire department and emergency medical technician (EMT) services; and
 - 1.5.8.1.1.3. Investigation, review, and remediation of accidents, injuries, and safety hazards.
 - 1.5.8.1.2. Have written policies that describe how discharge planning and transitioning individuals to less restrictive settings in the community will be achieved.
 - 1.5.8.1.3. Have an emergency evacuation plan that ensures the rapid evacuation of the facility in the event of fire or other life threatening emergencies.
 - 1.5.8.1.4. Have a policy for housing non-ambulatory individuals in wheelchair-accessible areas only, consistent with the Americans with Disabilities Act.
 - 1.5.8.1.5. Have policies and procedures governing seclusion and restraint that shall be consistent with He-M 310.

1.6. Mandatory Questions for ITS Services Applications

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Applicants for ITS Services must provide a written response to each of the five (5) mandatory questions below. Applicant responses can be no longer than five (5) pages for each of the five questions.

Q1. *Provide your Project Plan, which must include:*

- *Detailed description of the target property, including any purchase, renovation, or construction plan;*
- *How the proposed project meets the criteria established in Subsection 1.5 Grant Agreement Requirements-Intensive Treatment Services.*
- *How well the proposed **Exhibit E – Budget Sheet and Exhibit F – Staffing List** align with the requirements of the RGA and the population to be served.*
- *Description of the need for the proposed residence in the applicable geographic area, including quantitative and/or qualitative data as appropriate, and what your organization is currently doing to address the need;*
- *A detailed timeline for the proposed project, including how you will ensure the project is completed on or before March 1, 2025;*
- *Estimated number of individuals to be served for the project;*
- *Description of your organization’s current ability and work capacity to complete the proposed project, including sufficient personnel necessary complete the proposed project.*

Q2. *Describe your experience operating and managing Intensive Treatment Services homes or similar programs for supporting individuals with clinically complex presenting needs. Include descriptions of homes operated and managed by your organization, with the name of the home, the location, and a narrative description of services provide at the home.*

Q3. *Describe your ability to track progress toward discharge and step-down from community based intensive homes to less restrictive residential options. Provide specific examples of your experience with discharge to less restrictive residential options from your current community based Intensive Treatment Services or similarly situated specialized programs.*

Q4. *Provide a brief narrative regarding your organization’s experience in providing Home and Community Based Services in compliance with the expectations outlined in the Final Settings Rule.*

Q5. *What specific services and therapies will you provide on-site? Provide examples of treatment modalities intended and explain what makes this therapeutic approach appropriate for the clientele in question. Examples include, but are not limited to:*

- *Good Lives Model*
- *Old Me-New Me*
- *Motivational Interviewing*
- *Dialectic Behavioral Therapy*

1.7. Grant Agreement Requirements-Homeless Housing Services

1.7.1. Applicants are required to submit a project plan with each application. The project plan must include a detailed narrative description of the Applicant’s plan to place the target property in service as housing for the target population, including, but not limited to:

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- 1.7.1.1. A target property with a description of the property that includes:
 - 1.7.1.1.1. For properties owned by the Applicant:
 - 1.7.1.1.1.1. A copy of the deed to the property, as registered with the county.
 - 1.7.1.1.1.2. A narrative physical description of the property.
 - 1.7.1.1.1.3. Photographs of the property.
 - 1.7.1.1.1.4. The number of individuals of families who will live at the property.
 - 1.7.1.1.2. For a target property owned by a third party:
 - 1.7.1.1.2.1. A copy of the proposed contract for use of the property between the Applicant and the third party.
 - 1.7.1.1.2.2. A copy of the deed to the property, as registered with the county.
 - 1.7.1.1.2.3. A narrative physical description of the property.
 - 1.7.1.1.2.4. Photographs of the property.
 - 1.7.1.1.2.5. The number of individuals who will live at the property.
 - 1.7.1.1.3. For a target property the Applicant intends to acquire:
 - 1.7.1.1.3.1. A detailed plan for acquisition of the property, including a timeline with a target date for the acquisition.
 - 1.7.1.1.3.2. A copy of the deed to the property, as registered with the county, if known.
 - 1.7.1.1.3.3. A narrative physical description of the property.
 - 1.7.1.1.3.4. Photographs of the property, if known.
 - 1.7.1.1.3.5. The anticipated number of individuals who will live at the property.
 - 1.7.1.1.4. For expansion of capacity at an existing home:
 - 1.7.1.1.4.1. A copy of the deed to the property, as registered with the county.
 - 1.7.1.1.4.2. A narrative physical description of the property.
 - 1.7.1.1.4.3. Photographs of the property
 - 1.7.1.1.4.4. The number of individuals who live at the property currently, and the number of individuals who will live at the property after the capacity expansion.
 - 1.7.1.1.5. A budget of all anticipated expenses to place the property in service, with a total final amount of funds the Applicant is requesting for each project. The budget must include a narrative explanation for each line item on the budget. Budgeted expenses may include, but are not limited to:

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- 1.7.1.1.5.1. Purchase or partial financial support with purchase of properties.
- 1.7.1.1.5.2. Renovation and environmental modification to homes.
- 1.7.1.1.5.3. Costs to expand capacity at existing homes.
- 1.7.1.1.5.4. Cost associated with furnishing new homes.
- 1.7.1.1.5.5. Cost for initial trainings and onboarding of staff prior to opening.
- 1.7.1.1.5.6. Training related expenses such as training materials, registration fees, and trainer expenses.
- 1.7.1.1.5.7. Cost related to ensuring services are compliant with HCBS Final Settings Rule.
- 1.7.1.1.5.8. Moving expenses directly associated with individuals moving into the new site.
- 1.7.1.1.6. A detailed timeline for the project, starting with the anticipated date of acquisition of the property and ending with the projected date of occupancy.
- 1.7.1.2. Housing must meet the following criteria:
 - 1.7.1.2.1. Be a residential dwelling, such as:
 - 1.7.1.2.1.1. A single family home.
 - 1.7.1.2.1.2. A condominium.
 - 1.7.1.2.1.3. A mobile home approved for permanent occupancy.
 - 1.7.1.2.1.4. An apartment building.
- 1.7.2. The selected Applicants must provide or refer individuals to services that include, but are not limited to:
 - 1.7.2.1. Screening and diagnostic treatment services.
 - 1.7.2.2. Habilitation and rehabilitation services.
 - 1.7.2.3. Mental Health Services.
 - 1.7.2.4. Veteran Services as appropriate.
 - 1.7.2.5. Alcohol and drug treatment services.
 - 1.7.2.6. Childcare.
 - 1.7.2.7. Case Management services including, but not limited to:
 - 1.7.2.7.1. Assisting clients with obtaining income support services, including but not limited to:
 - 1.7.2.7.1.1. Housing assistance.
 - 1.7.2.7.1.2. Food stamps.
 - 1.7.2.7.1.3. Supplemental Nutrition Assistance Program (SNAP)

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- 1.7.2.7.1.4. Supplemental Security Income/Social Security Disability Insurance (SSI/SSDI) or other disability and financial benefits
- 1.7.2.7.1.5. Referrals for additional services as may be appropriate, including referrals to Primary Care Services.
- 1.7.2.8. Supportive services in residential settings.
- 1.7.2.9. Housing stability services including but not limited to:
 - 1.7.2.9.1. Continuum of Care programs.
 - 1.7.2.9.2. Assistance with housing applications through state or local housing authorities.
 - 1.7.2.9.3. Assistance with Security Deposit or first month's rent.
- 1.7.3. The selected Applicants must ensure their staff and supervisors are trained in and have an understanding of:
 - 1.7.3.1. Local housing resources;
 - 1.7.3.2. Program expectations;
 - 1.7.3.3. Mandated reporter training for both Child Protection and Adult Protective Services;
 - 1.7.3.4. Requirements for confidentiality and security safeguards of information including obtaining appropriate individual consent and providing adequate notice of nondisclosure prior to any referral in compliance with state and federal laws and regulations;
 - 1.7.3.5. Social Security Outreach, Access and Recovery (SOAR); and
 - 1.7.3.6. Trauma informed care, person centered practices, and harm reduction.
- 1.7.4. The selected Applicants must serve individuals receiving services through the 1915i Supportive Housing Benefit, which receives referrals from the Coordinated Entry System.
- 1.7.5. The selected Applicants must serve individuals referred through the Coordinated Entry System.
- 1.7.6. The selected Applicants must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.7.7. Reporting Requirements
 - 1.7.7.1. Selected Applicants will be required to submit a monthly report for each property during the time the property is undergoing construction or renovation, which must include, but is not limited to:
 - 1.7.7.1.1. Purchase or acquisition date of the property.
 - 1.7.7.1.2. Date the property was approved for funding.
 - 1.7.7.1.3. Start date for renovation of construction.
 - 1.7.7.1.4. Approximate percent for project completion.
 - 1.7.7.1.5. A narrative description of activity at the property during that past month, including:

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- 1.7.7.1.5.1. Materials purchases.
- 1.7.7.1.5.2. Permits received.
- 1.7.7.1.5.3. Completed construction activities.
- 1.7.7.2. Selected Applicants will be required to submit a quarterly report for each property after the property is placed in service to provide services, which must include, but is not limited to:
 - 1.7.7.2.1. Number of residents living at property;
 - 1.7.7.2.2. Any change to residents living at property since most recent quarterly report;
 - 1.7.7.2.3. The condition(s) that qualifies the residents to live at the property;
 - 1.7.7.2.4. A list of expenses paid to sustain the property, including, but not limited to:
 - 1.7.7.2.4.1. Taxes.
 - 1.7.7.2.4.2. Maintenance and repairs.
 - 1.7.7.2.4.3. Utilities.
 - 1.7.7.2.5. A narrative description of any events or activities at the property, including, but not limited, to law enforcement or medical personnel responding to a call at the property.

1.8. Mandatory questions for Homeless Housing Services Applications

Applicants for Homeless Housing Services must provide a written response to each of the five (5) mandatory questions below. Applicant responses can be no longer than five (5) pages for each of the five questions.

Q1. *Provide your Project Plan, which must include:*

- *Detailed description of the target property, including the purchase, renovation or construction plan;*
- *How the proposed project meets the criteria established in Subsection 1.7 Grant Agreement Requirements-Homeless Housing.*
- *How well the proposed **Exhibit E – Budget Sheet and Exhibit F – Staffing List** align with the requirements of the RGA and the population to be served.*
- *Description of the need for the proposed residence in the applicable geographic area, including quantitative and/or qualitative data as appropriate, and what your organization is currently doing to address the need;*
- *A detailed timeline for the proposed project, including how you will ensure the project is completed on or before March 1, 2025;*
- *Estimated number of individuals to be served for each project;*
- *Description of your organization's current ability and work capacity to complete the proposed project, including sufficient personnel necessary complete the proposed project.*

Q2. *Describe your experience acquiring, construction or renovating real estate and placing it into service as permanent housing for individuals or families experiencing homelessness. Please provide specific examples that include:*

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- *Location of the property.*
- *A detailed description scope of work.*
- *Timeline for the project from acquisition to completion.*

Q3.*Describe your experience operating and maintaining residential housing for individuals experiencing homelessness.*

Q4.*Describe your experience using the Coordinated Entry System. Include a brief description of your understanding of how your organization will use the Coordinated Entry System to fulfill the requirements.*

Q5.*How will you ensure individuals and families have access to necessary support services? What is your plan to provide support to individuals and residing at the property?*

1.9. Property Standards

1.9.1. Selected Applicants will be required to adhere to the Property Standards described in Appendix B, Standard Exhibits A-K, Exhibit C, Payment Terms.

1.10. Background Checks

1.10.1. Grantees must comply with all applicable laws and administrative rules regarding background checks. Prior to permitting any individual to provide services under this Agreement, the Grantee must ensure that said individual has undergone:

- 1.10.1.1. A criminal background check, at the selected Grantee's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
- 1.10.1.2. 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; and
- 1.10.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.11. Confidential Data

- 1.11.1. The selected Applicants must meet all information security and privacy requirements as set by the Department and in accordance with Appendix B, Standard Exhibits, Exhibit K: DHHS Information Security Requirements.
- 1.11.2. The selected Applicants must ensure any staff and/or volunteers involved in delivering services through the resulting Grant Agreements sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations, and Appendix B, Standard Exhibits, Exhibit K: DHHS Information Security Requirements. The selected Applicants must ensure said individuals have a justifiable business need to access confidential data. The selected Applicants must provide attestations upon Department request.
- 1.11.3. Upon request, the selected Applicant 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 Applicant if Personally Identifiable Information

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(PII) is collected, used, accessed, shared, or stored. To conduct the PIA the selected Applicant must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 1.11.3.1. How PII is gathered and stored.
 - 1.11.3.2. Who will have access to PII.
 - 1.11.3.3. How PII will be used in the system.
 - 1.11.3.4. How individual consent will be achieved and revoked. and
 - 1.11.3.5. Privacy practices.
- 1.11.4. The Department may conduct follow-up PIAs in the event of:
- 1.11.4.1. Significant process changes; and/or
 - 1.11.4.2. New technologies impacting the collection, processing or storage of PII.

1.12. Culturally and Linguistically Appropriate Services

- 1.12.1. Applicants 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.
- 1.12.2. Applicants are required to complete Appendix C, 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 Applicants' program design, which in turn, will allow Applicants to put forth the best possible solicitation response.
- 1.12.3. If awarded a Grant Agreement, the selected Applicants will be:
 - 1.12.3.1. 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 Grant Agreement is approved by Governor and Council; and
 - 1.12.3.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, as made available by the Department.

2. APPLICANT INFORMATION

2.1. Compensation

- 2.1.1. The total available funding for all grants awarded through this RGA is anticipated to be approximately \$10,000,000, inclusive of all grant agreements. The Department anticipates awarding approximately \$5,000,000 to Applicants to provide ITS services and approximately \$5,000,000 to Applicants to provide Homelessness Housing services. The Department reserves the right to adjust the amount of funding provided for ITS Services and Homelessness Housing services at the Department's sole discretion.
- 2.1.2. Intensive Treatment Services
 - 2.1.2.1. Intensive Treatment Services funds will be awarded at the rate of up to \$100,000 per individual projected to receive services when the new ITS housing is placed in service. For example, a new or renovated home that is placed in service and has capacity to provide housing for four (4)

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individuals would be eligible to receive up to \$400,000 in grant funds. An existing home where the capacity is increased from two (2) to six (6) individuals would be eligible to receive up to \$400,000 in grant funds.

2.1.2.2. Applicants may submit applications for more or less than the target rate of \$100,000 per individual at the Applicant’s discretion. Applications will be evaluated on criteria that includes the Department’s assessment of the anticipated value of services to be realized for each prospective property.

2.1.3. Homelessness Housing funds

2.1.3.1. Homelessness Housing funds will be awarded based on the Department’s assessment of how well a proposal meets the objective of the Department to provide housing for individuals or families experiencing homeless and who are disabled as defined by 42 U.S.C. § 416(i). Factors that will be considered are:

- 2.1.3.1.1. The underlying property the applicant is proposing to build, purchase or renovate;
- 2.1.3.1.2. The project plan and timeline;
- 2.1.3.1.3. The capacity, ability and experience of the applying organization; and
- 2.1.3.1.4. The proposed or cost per individual projected to be served.

2.1.3.2. The Department will consider Homeless Housing applications up to a maximum of \$1,000,000 for each application using the process described in Subsection 2.2, Solicitation Response Evaluation.

2.1.4. The Department reserves the right to modify these funding thresholds at its sole discretion.

2.1.5. The Department may award or offer grant amounts less than the requested amount at its sole discretion.

2.2. SOLICITATION RESPONSE EVALUATION

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

TECHNICAL RESPONSE	POSSIBLE SCORE
Intensive Treatment Services	
Project Plan (Q1)	70 Points
Experience with ITS Homes (Q2)	30 Points
Discharge and Stepdown (Q3)	30 Points
Experience with HCBS Compliance (Q4)	30 Points
Services (Q5)	40 Points
Technical Response – Total Possible Score	200 Points

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TECHNICAL RESPONSE	POSSIBLE SCORE
Homeless Housing Services	
Project Plan (Q1)	70 Points
Real Estate Experience (Q2)	30 Points
Operation Experience (Q3)	30 Points
Coordinated Entry System (Q4)	30 Points
Services (Q4)	40 Points
Technical Response – Total Possible Score	200 Points

2.2.2. The Department will review applications to confirm:

- 2.2.2.1. The Applicant is an eligible entity as specified in Subsection 1.1;
- 2.2.2.2. The application is complete;
- 2.2.2.3. The application meets all of the requirements specified in Subsection 1.1, as applicable; and
- 2.2.2.4. The proposed project is eligible as specified in Subparagraphs 1.4.4.1 or 1.4.4.2.

2.2.3. Grants will be awarded based on the Total Score, with the highest scoring application awarded, first, and the second-highest application awarded second, and so on, until funding is exhausted. Department reserves the right to award or offer less than, or more than, the amount of funding requested, solely at the discretion of the Department.

2.2.4. All resulting Grant Agreements awarded by the Department are subject to approval by the Governor and Executive Council.

2.3. Application Email

- 2.3.1. Applications must be submitted electronically to contracts@dhhs.nh.gov and the Contract Specialist at the email address specified in Subsection 1.2.
- 2.3.2. The subject line must include the following information: **RGA-2024-DLTSS-01-INTEN.**
- 2.3.3. The maximum size of file attachments per email is 25MB. Attachments that exceed the limit must be submitted via multiple emails with the subject line indicating the number of emails **X of XX.**
- 2.3.4. Applications will be accepted until the date and time indicated in the Procurement Timetable in Subsection 1.3.

2.4. Application Content

- 2.4.1. Completed Appendix C – CLAS Requirements.
- 2.4.2. Completed Appendix D – Transmittal Letter and Applicant Information.

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- 2.4.3. Completed Appendix E – Grant Budget Sheet, including Budget Narrative.
 - 2.4.3.1. Budgets must list expenses to purchase real estate, and/or complete the proposed construction, renovation, or capacity expansion, and may include, but are not limited to:
 - 2.4.3.1.1. Purchase of the target property.
 - 2.4.3.1.2. Construction or materials costs.
 - 2.4.3.1.3. Labor costs.
 - 2.4.3.1.4. Administrative and staff salary costs.
 - 2.4.3.1.5. Subcontracts.
 - 2.4.3.2. Applications must include a Budget Narrative with a detailed description for each line item on the Budget.
- 2.4.4. Completed Appendix F – Program Staff List.
- 2.4.5. Completed Appendix G, Mandatory Responses to ITS Questions; OR
- 2.4.6. Completed Appendix H, Mandatory Responses to Homeless Housing Questions.

2.5. Applicants Conference

- 2.5.1. An Applicants Conference will be held virtually on the date specified in Subsection 1.3, Procurement Timetable. The Applicants Conference will serve as an opportunity for Applicants to ask specific questions of State staff concerning the technical requirements of the solicitation.
- 2.5.2. Attendance at the Applicants Conference is not mandatory but is highly recommended. Good faith potential vendors and their representatives interested in attending the Applicants Conference must preregister at : <https://nh-dhhs.zoom.us/meeting/register/tZUkf-uppzlsE9E6SH5KB0hdWBZe37zNli1>

2.6. Applicant’s Questions and Answers

- 2.6.1. All questions about this RGA, including, but not limited to requests for clarification, additional information or any changes to the RGA, must be made in writing citing the RGA page number and section, subsection, etc., and submitted by email to the Contract Specialist identified in Subsection 1.2.
- 2.6.2. The Department may consolidate and/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.
- 2.6.3. Questions must be received by the deadline provided in Subsection 1.3. Procurement Timetable.
- 2.6.4. Department response to questions received will be published on the Department's website on or about the date indicated in Subsection 1.3. Procurement Timetable.

2.7. Validity of Application

Applications are valid for one hundred eighty (180) days following the deadline for submission in the Procurement Timetable above, or until the Effective Date of any resulting Grant Agreement, whichever is later.

3. NOTICES

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3.1. Exceptions

3.1.1. To the extent that an Applicant believes that exceptions to the standard form Grant Agreement, General Provisions, which is attached as Appendix A, will be necessary for the Applicant to enter into an Agreement, the Applicant must note those issues during the RGA Questions period as identified in Subsection 1.3 Procurement Timetable. The Department will review requested exceptions to the Grant Agreement, General Provisions (Appendix A) and Standard Exhibits (Appendix B) and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. Any exceptions to the standard form Grant Agreement, General Provisions, and standard exhibits that are not raised by an Applicant during the RGA Questions period may not be considered. In no event is an Applicant to submit its own standard grant terms and conditions as a replacement for the Department's terms in response to this solicitation.

3.2. RGA Amendment

3.2.1. The Department reserves the right to amend this RGA, as it deems appropriate, prior to the Application submission deadline on its own initiative or in response to issues raised through Applicant questions. In the event of an amendment to the RGA, the Department, at its sole discretion, may extend the Application submission deadline. The amended language will be posted on the Department's website.

3.3. Compliance

3.3.1. Applicants 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 grant agreement period. Applicants must comply with all Standard Exhibits D-K, which are attached hereto as Appendix B.

3.4. Public Disclosure

3.4.1. Pursuant to RSA 21-G:37, all responses to this RGA shall be considered private until the award of a grant agreement. The content of an Applicant's application must remain confidential until the Governor and Executive Council have approved any grant agreement(s) as a result of this RGA. An Applicant's disclosure or distribution of the contents of its application, other than to the State, will be grounds for disqualification at the State's sole discretion.

3.4.2. The content of each Application and addenda thereto will become public information once the Governor and Executive Council have approved a grant agreement. Any information submitted as part of an Application in response to this RGA may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any grant agreement entered into as a result of this RGA will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

New Hampshire Department of Health and Human Services Intensive Treatment Services Housing and Homelessness Initiative

- 3.4.3. Insofar as an Applicant seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Applicant must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This must be done by separate letter identifying by page number and Application section the specific information the Applicant claims to be exempt from public disclosure pursuant to RSA 91-A:5.
- 3.4.4. Each Applicant acknowledges that the Department is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. The Department shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event the Department receives a request for the information identified by an Applicant as confidential, it will notify the Applicant and specify the date it intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Applicant's responsibility and at the Applicant's sole expense. If the Applicant fails to obtain a court order enjoining the disclosure, the Department may release the information on the date specified in its notice to the Applicant without incurring any liability to the Applicant.

3.5. Non-Commitment

- 3.5.1. Notwithstanding any other provision of this RGA, this RGA does not commit the Department to award a grant. The Department reserves the right to reject any and all Applications or any portions thereof, at any time, and to cancel this RGA and to solicit new Applications under a new Application process.

3.6. Request for Additional Information or Materials

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

3.7. Liability

- 3.7.1. By submitting an Application in response to this RGA, an Applicant agrees that in no event shall the State be either responsible for or held liable for any costs incurred by an Applicant in the preparation or submittal of or otherwise in connection with an Application, or for work performed prior to the Effective Date of a resulting grant agreement.

3.8. Successful Applicant Notice and Grant Award Negotiations

- 3.8.1. If an Applicant(s) is selected, the Department will notify the successful Applicant(s) in writing of their selection and the State's desire to enter into grant award negotiations. Until the Department successfully completes negotiations with the selected Applicant(s), all submitted Applications remain eligible for selection by the Department. In the event negotiations are unsuccessful with the selected Applicant(s), the evaluation team may recommend another Applicant(s). The Department will notify Applicant(s) that are not initially selected to enter into

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negotiations.

3.9. Scope of Award and Grant Award Notice

- 3.9.1. The Department reserves the right to award a service, part of a service, group of services, or total services and to reject any and all Applications in whole or in part. A grant award is contingent on approval by the Department.
- 3.9.2. If a grant is awarded, the Applicant must obtain written consent from the Department before any public announcement or news release is issued pertaining to any grant award.

3.10. Protest of Intended Award

- 3.10.1. Any challenge of an award made or otherwise related to this RGA shall be governed by RSA 21-G:37, and the procedures and terms of this RGA. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RGA. In the event that any legal action is brought challenging this RGA 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.

3.11. Contingency

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

3.12. Ethical Requirements

- 3.12.1. From the time this RGA is published until a grant agreement is awarded, no Applicant 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 an RFA, or similar submission. Any Applicant that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Applicant 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 an application to this RGA, or similar request for submission and every such applicant shall be disqualified from responding to any RFA or similar request for submission issued by any state agency. An Applicant 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.

3.13. Compliance

- 3.13.1. The selected Applicants must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the

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Department currently in effect, and as they may be adopted or amended during the Grant Agreement period.

- 3.13.2. The selected Applicants may be required to participate in monitoring activities for the resulting Grant Agreement(s), at the sole discretion of the Department, including, but not limited to:
- 3.13.3. Site visits.
- 3.13.4. File reviews.
- 3.13.5. Staff training.

3.14. Records

- 3.14.1. The selected Applicants must maintain the following records during the resulting Grant Agreement term where appropriate and as prescribed by the Department:
 - 3.14.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the selected Applicants in the performance of the resulting Grant Agreements, and all income received or collected by the selected Applicants.
 - 3.14.1.2. 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.
- 3.14.2. During the term of the resulting Grant Agreement(s) and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting Grant Agreement(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 Applicants 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 Applicants.

3.15. Credits and Copyright Ownership

- 3.15.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the resulting Grant Agreement(s) must include the following statement, "The preparation of this (report, document etc.) was financed under a Grant Agreement 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."
- 3.15.2. All written, video and audio materials produced or purchased under the Grant Agreement must have prior approval from the Department before printing, production, distribution or use.

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

- 3.15.3.1. Brochures.
- 3.15.3.2. Resource directories.
- 3.15.3.3. Protocols.
- 3.15.3.4. Guidelines.
- 3.15.3.5. Posters.
- 3.15.3.6. Reports.

3.15.4. The selected Applicants must not reproduce any materials produced under the Grant Agreement without prior written approval from the Department.

4. APPENDICES

- 4.1. Appendix A – Grant Agreement, Form G-1 (for reference)**
- 4.2. Appendix B – Standard Exhibits A-K (for reference)**
- 4.3. Appendix C – CLAS Requirements**
- 4.4. Appendix D – Transmittal Letter and Applicant Information**
- 4.5. Appendix E – Budget Sheet (including Budget Narrative)**
- 4.6. Appendix F – Program Staff List**
- 4.7. Appendix G – Mandatory Responses to ITS Questions**
- 4.8. Appendix H – Mandatory Responses to Homeless Housing Questions**

APPENDIX A

Subject: _____

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name		1.4. Grantee Address	
1.5 Grantee Phone #	1.6. Account Number	1.7. Completion Date Select a Date	1.8. Grant Limitation \$
1.9. Grant Officer for State Agency Nathan D. White, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: "By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."			
1.11. Grantee Signature 1		1.12. Name & Title of Grantee Signor 1	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s)		1.14. Name & Title of State Agency Signor(s)	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: _____ Assistant Attorney General, On: _____			
1.16. Approval by Governor and Council (if applicable) By: _____ On: _____			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as “the State”), the Grantee identified in block 1.3 (hereinafter referred to as “the Grantee”), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as “the Project”).

APPENDIX A

3. **AREA COVERED.** Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. **EFFECTIVE DATE: COMPLETION OF PROJECT.**
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 (“the Effective Date”).
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as “the Completion Date”).
5. **GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.**
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.
- 5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. **COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS.** In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.
7. **RECORDS and ACCOUNTS.**
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee’s normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, “Grantee” includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions
8. **PERSONNEL.**
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. **DATA; RETENTION OF DATA; ACCESS.**
- 9.1. As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. **CONDITIONAL NATURE OR AGREEMENT.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. **EVENT OF DEFAULT: REMEDIES.**
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as “Events of Default”):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. **TERMINATION.**
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the “Termination Report”) describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee’s breach of its obligations hereunder.
- 12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. **CONFLICT OF INTEREST.** No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

APPENDIX A

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. **GRANTEE'S RELATION TO THE STATE.** In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
15. **ASSIGNMENT AND SUBCONTRACTS.** The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.
16. **INDEMNIFICATION.** The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
17. **INSURANCE.**
- 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
- 17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and
- 17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
- 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy.
18. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
19. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
20. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire, if required or by the signing State Agency.
21. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
22. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
23. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
24. **SPECIAL PROVISIONS.** The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.



New Hampshire Department of Health and Human Services
Exhibit A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1 — Revisions to Form P-37, General Provisions

1.1 Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

Vendor Initials _____
Date _____

Do Not Return

New Hampshire Department of Health and Human Services



EXHIBIT B

Scope of Services

To be drafted in accordance with the selected Vendor's proposal, as negotiated with the Department through the procurement process.

Vendor Initials _____
Date _____



New Hampshire Department of Health and Human Services

EXHIBIT C

Payment Terms

To be drafted in accordance with the selected Vendor's proposal, as negotiated with the Department through the procurement process, to include the following language:

9. Property Standards

9.1. Insurance coverage.

9.1.1. The Grantee shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved in whole or in part with State funds under this Agreement as the Grantee provides to real property and equipment the Grantee owns outside of this Agreement.

9.2. Real property.

9.2.1. Subject to the obligations and conditions set forth in this section, title to real property acquired or improved in whole or in part with State funds under this Agreement (herein "real property") will vest upon acquisition in the Grantee.

9.2.2. Except as otherwise provided by State statutes or by the Department, the Grantee must use the real property for the purpose originally authorized by the State as long as needed for that purpose, during which time the Grantee must:

9.2.2.1. Not dispose of or encumber its title or other interests without prior State approval.

9.2.2.2. Submit an annual report to the State as required in Exhibit B, Scope of Services, Subsection 1.11. Reporting, to confirm the real property continues to be used for the originally authorized purpose. When real property is no longer needed for the originally authorized purpose, the Grantee must obtain disposition instructions from the State. The instructions must provide for one of the following alternatives:

9.2.2.2.1. Retain title after compensating the State. The amount paid to the State will be computed by applying the State's percentage of

Vendor Initials _____

Date _____

Do Not Return

participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property; However, in those situations where the Grantee is disposing of real property acquired or improved with State funds and acquiring replacement real property prior to expiration of this Agreement and any amendment thereof, the net proceeds from the disposition may be used as an offset to the cost of the replacement property;

9.2.2.2.2. Sell the property and compensate the State. The amount due to the State will be calculated by applying the State's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the State appropriation funding this Agreement or any amendment thereof has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Grantee is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return; or

9.2.2.2.3. Transfer title to a third party designated/approved by the State. The Grantee is entitled to be paid an amount calculated by applying the State's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

9.3. Equipment.

9.3.1. Equipment means tangible personal property (including information technology systems) purchased in whole or in part with State funds and that has a useful life of more than one (1) year and a per-unit acquisition cost which equals or exceeds \$5,000.

9.3.2. Subject to the obligations and conditions set forth in this section, title to equipment acquired with State funds will vest upon acquisition in the Grantee subject to the following conditions. The Grantee must:

Vendor Initials _____

Date _____

Do Not Return

- 9.3.2.1. Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.
- 9.3.2.2. Not encumber the property without approval of the State.
- 9.3.2.3. Use and dispose of the property in accordance with Paragraph 9.3., Paragraph 9.3.1. and Paragraph 9.3.5.
- 9.3.3. Use.
 - 9.3.3.1. Equipment must be used by the Grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by State funds, and the Grantee must not encumber the property without prior approval of the State. When no longer needed for the original program or project, the equipment may be used in other activities funded by the State.
 - 9.3.3.2. During the time that equipment is used on the project or program for which it was acquired, the Grantee must also make equipment available for use on other projects or programs currently or previously supported by the State, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the State that financed the equipment. Use for non-State-funded programs or projects is also permissible with approval from the State.
 - 9.3.3.3. When acquiring replacement equipment, the Grantee may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.
- 9.3.4. Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with State funding, until disposition takes place will, as a minimum, meet the following requirements:
 - 9.3.4.1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, who holds title, the acquisition date, and cost of the property, percentage of State participation in the project costs for the Agreement under which the property was acquired, the location, use and condition of the

Vendor Initials _____

Date _____

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- property, and any ultimate disposition data including the date of disposal and sale price of the property.
- 9.3.4.2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.
 - 9.3.4.3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 - 9.3.4.4. Adequate maintenance procedures must be developed to keep the property in good condition.
 - 9.3.4.5. If the Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- 9.3.5. Disposition. When original or replacement equipment acquired with State funds is no longer needed for the original project or program or for other activities currently or previously supported by the State, except as otherwise provided by State statutes or in this Agreement, the Grantee must request disposition instructions from the State. Disposition of the equipment will be made as follows:
- 9.3.5.1. Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the State.
 - 9.3.5.2. Items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the Grantee or sold. The State is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the State's percentage of participation in the cost of the original purchase. If the equipment is sold, the State may permit the Grantee to deduct and retain from the State's share \$500 or ten (10) percent of the proceeds, whichever is less, for its selling and handling expenses.
 - 9.3.5.3. The Grantee may transfer title to the property to an eligible third party provided that, in such cases, the Grantee must be entitled to compensation for its attributable percentage of the current fair market value of the property.
 - 9.3.5.4. In cases where the Grantee fails to take appropriate disposition actions, the State may direct the Grantee to take disposition actions.

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Appendix B Standard Exhibits

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10. Property Relationship and Liens

- 10.1. Real property, equipment, and intangible property, that are acquired or improved with State funds must be maintained and preserved in good order by the Grantee for the beneficiaries of the project or program under which the property was acquired or improved. The State may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with State funds and that use and disposition conditions apply to the property.

Vendor Initials _____
Date _____



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New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
 NH Department of Health and Human Services
 129 Pleasant Street,
 Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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Exhibit D – Certification regarding Drug Free
 Workplace Requirements
 Page 1 of 2

Vendor Initials _____

Date _____



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New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

- 2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

_____ Date

_____ Name:
_____ Title:

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CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

Date

Name:
Title:



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New Hampshire Department of Health and Human Services
Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

_____ Date

_____ Name:
_____ Title:

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Vendor Initials _____

Date _____



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New Hampshire Department of Health and Human Services
Exhibit G

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
 FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
 WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

6/27/14
Rev. 10/21/14

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New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:

Date

Name:
Title:

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

Date

Name:
Title:



BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions.

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - “Breach,” “Designated Record Set,” “Data Aggregation,” Designated Record Set,”
 - “Health Care Operations,” “HITECH Act,” “Individual,” “Privacy Rule,” “Required by law,” “Security Rule,” and “Secretary.”
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. “Constructively Identifiable,” means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. “Protected Health Information” (“PHI”) as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. “Part 2 record” means any patient “Record,” relating to a “Patient,” and “Patient Identifying Information,” as defined in 42 CFR Part 2.11.
- f. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

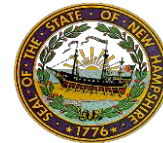
(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not limited to all its directors,

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New Hampshire Department of Health and Human Services

Exhibit I

officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:
- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

Exhibit I

Contractor Initials _____

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Exhibit I

- II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
 - III. Whether the protected health information was actually acquired or viewed; and
 - IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
 - f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
 - g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein and an agreement that the Covered Entity shall be considered a direct third party beneficiary of all the Business Associate's business associate agreements.
 - h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
 - i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5)

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business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
- l. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.

- a. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- b. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.
- b. Change in law. Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to

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comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. Segregation. If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.
- f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) n.l., the defense and indemnification provisions of section (3) g. and Paragraph 13 of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

The State

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

Name of the Contractor

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Date

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**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

_____ Date

_____ Name:
_____ Title:

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FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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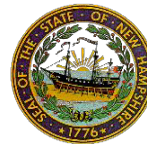
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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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- 5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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APPENDIX C

Addendum to CLAS Section of RGA for Purpose of Documenting Title VI Compliance

All DHHS applicants are required to complete the following two (2) steps as part of their application:

- (1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;
- (2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

Background:

Title VI of the Civil Rights Act of 1964 and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program that receives Federal financial assistance. The courts have held that national origin discrimination includes discrimination on the basis of limited English proficiency. Any organization or individual that receives Federal financial assistance, through either a grant, contract, or subcontract is a covered entity under Title VI. Examples of covered entities include the NH Department of Health and Human Services and its contractors.

Covered entities are required to take reasonable steps to ensure **meaningful access** by persons with limited English proficiency (LEP) to their programs and activities. LEP persons are those with a limited ability to speak, read, write or understand English.

The **key** to ensuring meaningful access by LEP persons is effective communication. An agency or provider can ensure effective communication by developing and implementing a language assistance program that includes policies and procedures for identifying and assessing the language needs of its LEP clients/applicants, and that provides for an array of language assistance options, notice to LEP persons of the right to receive language assistance free of charge, training of staff, periodic monitoring of the program, and translation of certain written materials.

The Office for Civil Rights (OCR) is the federal agency responsible for enforcing Title VI. OCR recognizes that covered entities vary in size, the number of LEP clients needing assistance, and the nature of the services provided. Accordingly, covered entities have some flexibility in how they address the needs of their LEP clients. (In other words, it is understood that one size language assistance program does not fit all covered entities.)

The **starting point** for covered entities to determine the extent of their obligation to provide LEP services is to apply a four-factor analysis to their organization. It is important to understand that the flexibility afforded in addressing the needs of LEP clients **does not diminish** the obligation covered entities have to address those needs.

APPENDIX C

Examples of practices that may violate Title VI include:

- Limiting participation in a program or activity due to a person's limited English proficiency;
- Providing services to LEP persons that are more limited in scope or are lower in quality than those provided to other persons (such as when there is no qualified interpretation provided);
- Failing to inform LEP persons of the right to receive free interpreter services and/or requiring LEP persons to provide their own interpreter;
- Subjecting LEP persons to unreasonable delays in the delivery of services.

Applicant STEP #1 – Individualized Assessment Using Four-Factor Analysis

The four-factor analysis helps an organization determine the right mix of services to provide to their LEP clients. The right mix of services is based upon an individualized assessment, involving the balancing of the following four factors.

- (1) The **number** or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program;
- (2) The **frequency** with which LEP individuals come in contact with the program, activity or service;
- (3) The **importance** or impact of the contact upon the lives of the person(s) served by the program, activity or service;
- (4) The **resources** available to the organization to provide effective language assistance.

This addendum was created to facilitate an applicant's application of the four-factor analysis to the services they provide. At this stage, applicants are not required to submit their four-factor analysis as part of their application. **However, successful applicants will be 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 10 days of the date the contract is approved by Governor and Council.** For further guidance, please see the Bidder's Reference for Completing the Culturally and Linguistically Appropriate Services (CLAS) Section of the RGA, which is available in the Vendor/RFP Section of the DHHS website.

APPENDIX C

Important Items to Consider When Evaluating the Four Factors.

Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.

Considerations:

- The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service.
- Organizations are required not only to examine data on LEP persons served by their program, but also those in the community who are **eligible** for the program (but who are not currently served or participating in the program due to existing language barriers).
- Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports.
- Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers.
- An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program.
- It is important to remember that the **focus** of the analysis is on the lack of English proficiency, not the ability to speak more than one language.

Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.

- The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily.
- Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program.
- The resulting plan may be as simple as being prepared to use a telephone interpreter service.
- The key is to have a plan in place.

APPENDIX C

Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.

- The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed.
- When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time.

Factor #4 The resources available to the organization to provide effective language assistance.

- A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis.
- Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed;
- Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations.

APPENDIX C

Applicant STEP #2 - Required Questions Relating to Language Assistance Measures

Taking into account the four-factor analysis, please answer the following questions in the six areas of the table below. (**Do not** attempt to answer the questions until you have completed the four-factor analysis.) The Department understands that your responses will depend on the outcome of the four-factor analysis. The requirement to provide language assistance does not vary, but the measures taken to provide the assistance will necessarily differ from organization to organization.

1. IDENTIFICATION OF LEP PERSONS SERVED OR LIKELY TO BE ENCOUNTERED IN YOUR PROGRAM		
a. Do you make an effort to identify LEP persons served in your program? (One way to identify LEP persons served in your program is to collect data on ethnicity, race, and/or preferred language.)	Yes	No
b. Do you make an effort to identify LEP persons likely to be encountered in the population eligible for your program or service? (One way to identify LEP persons likely to be encountered is by examining external data sources, such as Census data)	Yes	No
c. Does you make an effort to use data to identify new and emerging population or community needs?	Yes	No
2. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE		
Do you inform all applicants / clients of their right to receive language / communication assistance services at no cost? (Or, do you have procedures in place to notify LEP applicants / clients of their right to receive assistance, if needed?) <u>Example:</u> One way to notify clients about the availability of language assistance is through the use of an "I Speak" card.	Yes	No
3. STAFF TRAINING		
Do you provide training to personnel at all levels of your organization on federal civil rights laws compliance and the procedures for providing language assistance to LEP persons, if needed?	Yes	No
4. PROVISION OF LANGUAGE ASSISTANCE		
Do you provide language assistance to LEP persons, free of charge, in a timely manner? (Or, do you have procedures in place to provide language	Yes	No

APPENDIX C

assistance to LEP persons, if needed) In general, covered entities are required to provide two types of language assistance: (1) oral interpretation and (2) translation of written materials. Oral interpretation may be carried out by contracted in-person or remote interpreters, and/or bi-lingual staff. (Examples of written materials you may need to translate include vital documents such as consent forms and statements of rights.)			
5. ENSURING COMPETENCY OF INTERPRETERS USED IN PROGRAM AND THE ACCURACY OF TRANSLATED MATERIALS			
a. Do you make effort to assess the language fluency of all interpreters used in your program to determine their level of competence in their specific field of service? (Note: A way to fulfill this requirement is to use certified interpreters only.)	Yes	No	
b. As a general rule, does your organization avoid the use of family members, friends, and other untested individual to provide interpretation services?	Yes	No	
c. Does your organization have a policy and procedure in place to handle client requests to use a family member, friend, or other untested individual to provide interpretation services?	Yes	No	
d. Do you make an effort to verify the accuracy of any translated materials used in your program (or use only professionally certified translators)? (Note: Depending on the outcome of the four-factor analysis, N/A (Not applicable) may be an acceptable response to this question.	Yes	No	N/A
6. MONITORING OF SERVICES PROVIDED			
Does you make an effort to periodically evaluate the effectiveness of any language assistance services provided, and make modifications, as needed?	Yes	No	
If there is a designated staff member who carries out the evaluation function? If so, please provide the person's title: _____	Yes	No	

By signing and submitting this attachment to RGA# _____, the Vendor affirms that it:

- 1.) Has completed the four-factor analysis as part of the process for creating its application, in response to the above referenced RGA.

APPENDIX C

- 2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to **all** LEP persons to all programs, services, and/or activities offered by my organization.
- 3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

Contractor/Vendor Signature

Contractor/Vendor Representative Name/Title

Contractor/Vendor Name

Date

New Hampshire Department of Health and Human Services
Appendix D – Transmittal Letter and Applicant Information

TRANSMITTAL LETTER	
Solicitation ID Number	
Applicant Name	
Applicant Address	
State of NH Vendor Code Number (required)	
Date of Submission	

To whom it may concern:

We hereby submit this response to the Solicitation referenced above, in complete accordance with all conditions and specifications set forth in the Solicitation.

We attest to the fact that:

1. The Applicant has read and fully understands this Solicitation and agrees to be bound by its terms, conditions, and requirements.
2. The Applicant has read and fully understands Appendix A – Grant Agreement, Form G-1.
3. The Applicant's Solicitation Response is effective for a period of 180 days from the Applicant Solicitation Response Due Date or until the Effective Date of any resulting agreement, whichever is later.
4. The prices, terms and conditions, and services in the Applicant's Solicitation Response have been established without collusion with other vendors.
5. This document is signed by a person who is authorized to legally obligate the responding Applicant.

Further, in accordance with RSA 21-I:11-c, the undersigned Applicant certifies that neither the Applicant nor any of its subsidiaries, affiliates or principal officers is currently debarred from performing work on any project of the federal government or the government of any state.

Authorized Signature _____

Authorized Signature (printed) _____

Title _____

Telephone _____

Email _____

New Hampshire Department of Health and Human Services
Appendix D – Transmittal Letter and Applicant Information

1. Applicant Contact Information		
Primary Point of Contact <i>Individual who will serve as the Applicant's primary contact for all other matters relating to the Solicitation.</i>	Name	
	Title	
	Email	
	Telephone	
Fiscal Contact <i>Individual who will serve as the Applicant's primary contact for fiscal matters.</i>	Name	
	Title	
	Email	
	Telephone	

2. Applicant References	
Provide the information requested below for three (3) individuals or organizations who have knowledge of your organization's capability to deliver services applicable to this Solicitation. The Department may contact references at its discretion. A current Department employee will not be considered a valid reference.	
Applicant Reference 1	
Individual/Organization Name	
Email	
Telephone	
Description of Work Complete	
Dates of Performance	
Applicant Reference 2	
Individual/Organization Name	
Email	
Telephone	
Description of Work Complete	
Dates of Performance	
Applicant Reference 3	
Individual/Organization Name	

New Hampshire Department of Health and Human Services
Appendix D – Transmittal Letter and Applicant Information

Email	
Telephone	
Description of Work Complete	
Dates of Performance	

3. Affiliations – Conflict of Interest	
Does your organization have any affiliations that might result in a conflict of interest in relation to this Solicitation?	Choose an item.
a. If YES , explain the relationship(s) and how the affiliation(s) would not represent a conflict of interest.	

4. Executive Summary
<p>a. Provide a general company overview:</p> <ul style="list-style-type: none"> i. Describe the company’s management, organizational structure, and history; ownership and subsidiaries; company background and primary lines of business; headquarters and satellite locations; mission statement; and number of employees. ii. Summarize the organization’s current project commitments, as well as major government and private sector clients. iii. Summarize the organization’s programs and activities, as well as the number of people served. iv. Describe any strengths considered to be assets to the organization and notable company accomplishments. <p>b. Provide an overview of the services the Applicant intends to provide.</p> <ul style="list-style-type: none"> i. Describe the organization’s understanding of the services requested in this solicitation and any problems anticipated in accomplishing the work. ii. Summarize the overall design of the project in response to achieving the deliverables as defined in this solicitation. iii. Describe the organization’s familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services. iv. Summarize how the organization is capable of effectively completing the services outlined in the solicitation.

New Hampshire Department of Health and Human Services <i>Complete one budget form for each budget period.</i>		
Contractor Name: <i>Enter Vendor Name</i>		
Budget Request for: <i>Enter Project Title</i>		
Budget Period: <i>Enter Applicable State Fiscal Year</i>		
Indirect Cost Rate (if applicable): 0.00%		
Line Item	Program Cost - Funded by DHHS	Budget Narrative <i>Explain specific line item costs included and their direct relationship to meeting the objectives of this solicitation.</i>
1. Salary & Wages	\$0	
2. Fringe Benefits	\$0	
3. Consultants	\$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	
5.(a) Supplies - Educational	\$0	
5.(b) Supplies - Lab	\$0	
5.(c) Supplies - Pharmacy	\$0	
5.(d) Supplies - Medical	\$0	
5.(e) Supplies Office	\$0	
6. Travel	\$0	
7. Software	\$0	
8. (a) Other - Marketing/ Communications	\$0	

	\$0	
8. (b) Other - Education and Training		
8. (c) Other - Other (specify below)		
<i>Other (please specify)</i>	\$0	
<i>Other (please specify)</i>	\$0	
<i>Other (please specify)</i>	\$0	
<i>Other (please specify)</i>	\$0	
9. Subrecipient Contracts	\$0	
Total Direct Costs	\$0	
Total Indirect Costs	\$0	
TOTAL	\$0	

Appendix F

Program Staff List							
New Hampshire Department of Health and Human Services							
COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR							
Proposal Agency Name: _____							
Program: _____							
Budget Period: _____							
A	B	C	D	E	F	G	H
Position Title	Current Individual in Position	Projected Hrly Rate as of 1st Day of Budget Period	Hours per Week dedicated to this program	Amnt Funded by this program for Budget Period	Total Salary for Budget Period	% of Salary Funded by this program	Site*
Example:							
Program Coordinator	Sandra Smith	\$21.00	40	\$13,680	\$43,680	31%	
Administrative Salaries							
Total Admin. Salaries				\$0	\$0		
Direct Service Salaries							
Total Direct Salaries				\$0	\$0		
Total Salaries by Program				\$0.00	\$0.00		
<p>Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.</p> <p>*Please list which site(s) each staff member works at, if your agency has multiple sites.</p>							



Appendix G – Mandatory Responses to ITS Questions

Instructions: Provide detailed responses in the text boxes to the questions below. If additional attachments are required as specified below, submit the attachments in the order they are requested below. There is no page limit for this Appendix E – Technical Response to Questions or any associated attachments.

Vendor Name	
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1. Provide your Project Plan, which must include:
 - Detailed description of the target property, including any purchase, renovation, or construction plan;
 - How the proposed project meets the criteria established in Subsection 1.5 Grant Agreement Requirements-Intensive Treatment Services.
 - How well the proposed budget and budget narrative aligns with the requirements of the RGA and the population to be served.
 - Description of the need for the proposed residence in the applicable geographic area, including quantitative and/or qualitative data as appropriate, and what your organization is currently doing to address the need;
 - A detailed timeline for the proposed project, including how you will ensure the project is completed on or before March 1, 2025;
 - Estimated number of individuals to be served for the project;
 - Description of your organization’s current ability and work capacity to complete the proposed project, including sufficient personnel necessary complete the proposed project.



2. Describe your experience operating and managing Intensive Treatment Services homes or similar programs for supporting individuals with clinically complex presenting needs. Include descriptions of homes operated and managed by your organization, with the name of the home, the location, and a narrative description of services provide at the home.

3. Describe your ability to track progress toward discharge and step-down from community based intensive homes to less restrictive residential options. Provide specific examples of your experience with discharge to less restrictive residential options from your current community based Intensive Treatment Services or similarly situated specialized programs.



4. Provide a brief narrative regarding your organization's experience in providing Home and Community Based Services in compliance with the expectations outlined in the Final Settings Rule.



5. What specific services and therapies will you provide on-site? Provide examples of treatment modalities intended and explain what makes this therapeutic approach appropriate for the clientele in question. Examples include, but are not limited to:

- Good Lives Model
- Old Me-New Me
- Motivational Interviewing
- Dialectic Behavioral Therapy



Appendix H – Mandatory Responses to Homeless Housing Questions

Instructions: Provide detailed responses in the text boxes to the questions below. If additional attachments are required as specified below, submit the attachments in the order they are requested below. There is no page limit for this Appendix E – Technical Response to Questions or any associated attachments.

Vendor Name	
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1. Provide your Project Plan, which must include:
 - Detailed description of the target property, including the purchase, renovation or construction plan;
 - How the proposed project meets the criteria established in Subsection 1.7 Grant Agreement Requirements-Homeless Housing.
 - How well the proposed budget and budget narrative aligns with the requirements of the RGA and the population to be served.
 - Description of the need for the proposed residence in the applicable geographic area, including quantitative and/or qualitative data as appropriate, and what your organization is currently doing to address the need;
 - A detailed timeline for the proposed project, including how you will ensure the project is completed on or before March 1, 2025;
 - Estimated number of individuals to be served for each project;
 - Description of your organization’s current ability and work capacity to complete the proposed project, including sufficient personnel necessary complete the proposed project.



2. Describe your experience acquiring, construction or renovating real estate and placing it into service as permanent housing for individuals or families experiencing homelessness. Please provide specific examples that include:

- Location of the property.
- A detailed description.
- Timeline for the project from acquisition to completion.



3. Describe your experience operating and maintaining residential housing for individuals experiencing homelessness.

4. Describe your experience using the Coordinated Entry System. Include a brief description of your understanding of how your organization will use the Coordinated Entry System to fulfill the requirements.



5. How will you ensure individuals and families have access to necessary support services? What is your plan to provide support to individuals and families residing at the property?