



**State of New Hampshire  
Department of Health and Human Services**

**REQUEST FOR APPLICATION  
RFA-2023-BEAS-02-CHRON**

**FOR**

**Chronic Disease and Self-Management Program and the Powerful Tools for  
Caregivers**

**February 2, 2022**



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## REQUEST FOR APPLICATIONS

### 1. Request for Services

#### 1.1. Purpose and Overview

##### 1.1.1. Purpose

This Request for Applications (RFA) is published to solicit applications for the provision of the Chronic Disease Self-Management Program (CDSMP), Chronic Pain Self-Management Program (CPSMP), and the Powerful Tools for Caregivers (PTC) Program, which are health promotion programs for individuals with a chronic condition or family caregivers, statewide.

The Department of Health and Human Services (Department) anticipates awarding one (1) contract for the services in this RFA.

##### 1.1.2. Overview

The Bureau of Elderly and Adult Services (BEAS) provides a variety of social and long-term supports to adults age sixty (60) and older and to adults age eighteen (18) years and older who have a chronic illness, pain or disability. Social and long-term services and supports can be accessed through the ServiceLink Resource Centers and Department District Offices. Services and supports are intended to assist people to live as independently as possible in safety and with dignity.

#### 1.2. Scope of Services

##### 1.2.1. Chronic Disease Self-Management/Chronic Pain Self-Management Program Requirements

- 1.2.1.1. The selected Applicant must obtain and maintain a Self-Management Resource Center (SMRC) license to conduct CDMSP/CPMSP workshops and reader trainings.
- 1.2.1.2. The selected Applicant must adhere to all SMRC licensure requirements.
- 1.2.1.3. The selected Applicant must notify the Department immediately if their SMRC licensure terminates or expires.
- 1.2.1.4. The selected Applicant must organize and provide logistical support for a minimum of two (2) statewide network meetings for leaders and other professionals.
- 1.2.1.5. The selected Applicant must provide teleconferencing to facilitate attendance statewide.
- 1.2.1.6. The selected Applicant must maintain and ensure accessibility of an online statewide calendar for trainings, workshops and other events related to CDSMP/CPSMP and PTC activities in New Hampshire (NH).

##### 1.2.2. Statewide Outreach Specialist



- 1.2.2.1. The selected Applicant must ensure an Outreach Specialist supports statewide outreach by:
  - 1.2.2.1.1. Marketing Chronic Disease Program/Chronic Pain Self-Management Program workshops.
  - 1.2.2.1.2. Recruiting new workshop leaders.
  - 1.2.2.1.3. Establishment of workshop locations.
  - 1.2.2.1.4. Recruiting workshop participants.
- 1.2.2.2. The selected Applicant must provide coordination of all outreach activities necessary for a minimum of 15 Chronic Disease and CDSMP/CPSMP workshops, five (5) of which must be in geographic areas of the State where workshops have not previously been conducted, as approved by the Department.
- 1.2.2.3. The selected Applicant must facilitate marketing and outreach of each workshop, which includes but is not limited to:
  - 1.2.2.3.1. Developing workshop brochures.
  - 1.2.2.3.2. Printing workshop brochures.
  - 1.2.2.3.3. Distributing workshop brochures.
- 1.2.2.4. The selected applicant, in coordination with the Department, must ensure program outreach focuses on reaching rural residents.
- 1.2.2.5. The selected Applicant must increase awareness of Self-Management workshops by providing:
  - 1.2.2.5.1. Partnership Exploration, where the selected Applicant must develop relationships through networking with individuals and established groups that align with CDSMP/CPSMP and the PTC program.
  - 1.2.2.5.2. Information and materials at conferences where exhibiting is available.
- 1.2.2.6. The selected Applicant must increase visibility of NH implementation sites and workshops by:
  - 1.2.2.6.1. Initiating steps towards a partnership with a minimum of one (1) Managed Care Organization (MCO) in NH and report the steps taken to initiate a partnership to the



- Department within 30 days of the contract effective date;
- 1.2.2.6.2. Creating and maintaining one (1) host website or social media page for NH Self-Management workshop registration detailing locations and dates of events;
- 1.2.2.6.3. Engaging in Self-Management workshop opportunities with other health improvement programs as reported to the Department within 30 days of the contract effective date;
  - 1.2.2.6.3.1. Listing potential statewide and regional plans; and
  - 1.2.2.6.3.2. Establishing relationship with program lead(s).
- 1.2.2.7. The selected Applicant must connect and collaborate with other agencies in NH to ensure statewide awareness and coverage of programing.
- 1.2.2.8. The selected Applicant must to increase participant recruitment by:
  - 1.2.2.8.1. Exploring and establishing, as appropriate, partnerships with American Association of Retired Peoples (AARP) and report other opportunities to the Department.
  - 1.2.2.8.2. Posting and sharing information on social media platforms relevant to CDSMP/CPSMP and the PTC program.
- 1.2.2.9. The selected Applicant must provide marketing materials to primary care and other health care providers in order to increase workshop participation.
- 1.2.2.10. **CDSMP/CPSMP Participant Workshops**
  - 1.2.2.11. The selected applicant must participate in monthly strategy meetings with program leaders in order to recruit workshop participants.
  - 1.2.2.12. The selected applicant must establish a workshop schedule that is developed in coordination with workshop participants.
  - 1.2.2.13. The selected applicant must identify and secure sites with adequate space and parking to host workshops.



- 1.2.2.14. The selected applicant must purchase and utilize the current, official version of the CDMSP/CPSMP curriculum, which includes, but is not limited to:
  - 1.2.2.14.1. Leader books.
  - 1.2.2.14.2. Participant workbooks and related Compact Discs (CDs).
  - 1.2.2.14.3. Flip charts.
  - 1.2.2.14.4. Other supplies as necessary.
- 1.2.2.15. The selected Applicant must coordinate with CDSMP/CPSMP leaders and site representative(s) to ensure all logistical needs are met prior to workshop commencement.
- 1.2.2.16. The selected Applicant must ensure that a minimum of 150 individuals complete the CDSMP/CPSMP workshops statewide, ensuring each workshop accommodates a minimum of 10 individuals.
- 1.2.2.17. The selected applicant must ensure each CDSMP/CPSMP workshop consists of six (6) consecutive weekly two (2) and one-half (2.5) hour classes.
- 1.2.2.18. The selected applicant must ensure CDSMP/CPSMP workshops are available to participants at no cost.
- 1.2.2.19. The selected applicant must ensure workshops are conducted in accordance with Stanford Chronic Disease Self-Management Program curriculum and fidelity requirements.
- 1.2.2.20. The selected applicant must ensure workshops are conducted by two (2) trained CDSMP/CPSMP leaders.
- 1.2.2.21. The selected Applicant must monitor workshop classes to maintain program fidelity to the CDSMP/CPSMP curriculum.
- 1.2.3. **Powerful Tools for Caregivers (PTC) Program Workshop**
  - 1.2.3.1. The selected Applicant must conduct, at a minimum, one (1) two-day class PTC Leader Training workshop. The selected applicant must ensure:
    - 1.2.3.1.1. PTC Leaders are either trained leaders in self-management programs or trained individuals in PTC.
    - 1.2.3.1.2. Each workshop accommodates a minimum of 10 individuals.
  - 1.2.3.2. The selected Applicant must provide the following for PTC Leader Trainers:



- 1.2.3.2.1. Overnight accommodations, on-site or nearby the training location; and
- 1.2.3.2.2. Reimbursement for all travel costs.
- 1.2.3.3. The selected Applicant must secure adequate space for the PTC Leader Training.
- 1.2.3.4. The selected Applicant must provide logistical support for PTC Leader Training, which includes, but is not limited to:
  - 1.2.3.4.1. Audio and visual equipment.
  - 1.2.3.4.2. Flip charts and markers.
- 1.2.3.5. The selected Applicant must purchase and provide all Master Trainers with the required PTC Leader Training materials including, but not limited to:
  - 1.2.3.5.1. A suitable bag for carrying;
  - 1.2.3.5.2. Binders for the curriculum;
  - 1.2.3.5.3. Printing of (90 minute and two (2) and one-half (2.5.) hour curriculum and Class Leader Tips;
  - 1.2.3.5.4. The Doll Maker CD; and
  - 1.2.3.5.5. Flash drives with electronic copies of program materials.
- 1.2.3.6. The selected Applicant must purchase the required license from the national office of PTC for each participant who completes the two (2) day training. The selected Applicant must:
  - 1.2.3.6.1. Remit the \$100 payment to the national office of PTC for each participant who completes the two (2) day training.
  - 1.2.3.6.2. Ensure the name and contact information of each participant for whom the license is being sought accompanies the \$100 remittance identified above.

**1.2.4. CDSMP/CPSMP Leader Trainings**

- 1.2.4.1. The selected Applicant must conduct, at a minimum, one (1) new CDSMP/CPSMP Leader Training session for individuals or community members interested in leadership roles within CDSMP/CPSMP workshops.
- 1.2.4.2. The selected Applicant must ensure CDSMP/CPSMP Leader Training is co-facilitated by two (2) Powerful Tools for





Caregivers (PTC) Master Trainers, certified in CDSMP/CPSMP by the Self-Management Resource Center.

- 1.2.4.3. The selected Applicant must provide the following for Master Trainers:
  - 1.2.4.3.1. Overnight accommodations, on-site or nearby the training location; and
  - 1.2.4.3.2. Reimbursement for all travel costs.
- 1.2.4.4. The selected Applicant must secure adequate space for the CDSMP/CPSMP Leader Training.
- 1.2.4.5. The selected Applicant must provide logistical support for CDSMP/CPSMP Leader Training, which includes, but is not limited to:
  - 1.2.4.5.1. Audio and visual equipment.
  - 1.2.4.5.2. Flip charts and markers.
- 1.2.4.6. The selected Applicant must purchase any additional CDSMP/CPSMP resource materials, as needed, to establish a lending library and to maintain and disseminate any additional CDSMP/CPSMP resource materials to CDSMP/CPSMP Leaders.

#### 1.2.5. Institutional Review Board Workshop

- 1.2.5.1. The selected Applicant must obtain and maintain Institutional Review Board (IRB) approval to conduct pre and post surveys of individuals attending the CDSMP/CPSMP workshops.
- 1.2.5.2. The selected Applicant must conduct pre- and post- surveys of workshop participants. The selected Applicant must:
  - 1.2.5.2.1. Work with the Department and the IRB to modify the surveys as needed.
  - 1.2.5.2.2. Conduct post workshop surveys no sooner than six (6) months from the date of workshop conclusion.
- 1.2.5.3. The selected Applicant must collect, collate, and prepare the survey data for report distribution on a semi-annual basis. The selected Applicant must:
  - 1.2.5.3.1. Ensure reports are completed in a format approved by the Department.
  - 1.2.5.3.2. Ensure reports are sent to the Department at the end of April and October.

#### 1.2.6. Leadership Training, IRB, and CDSMP Reporting Requirements



- 1.2.6.1. The selected Applicant must provide quarterly reports to the Department on all activities conducted in the resulting contract in accordance with American Rescue Plan Act (ARPA) funding regulations.
- 1.2.6.2. The selected Applicant must submit quarterly and final reports with information that includes but is not limited to:
  - 1.2.6.2.1. Completed and in-process activities to locate and secure sites for CDSMP/CPSMP Leader Trainings and participant workshops;
  - 1.2.6.2.2. Dates and locations of the CDSMP/CPSMP Leader Trainings and participant workshops;
  - 1.2.6.2.3. The number of new Leader Trainings held;
  - 1.2.6.2.4. The number of new leaders trained;
  - 1.2.6.2.5. The number of participant workshops conducted;
  - 1.2.6.2.6. The number of participants who completed the workshops;
  - 1.2.6.2.7. The number of pre and post participant surveys conducted; and
  - 1.2.6.2.8. Pre and post survey data reports.
- 1.2.7. **Grievance and Appeals**
  - 1.2.7.1. The selected Applicant must develop, implement and maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff.
  - 1.2.7.2. The selected Applicant must ensure records of concerns and complaints filed are available to the Department upon request.
- 1.2.8. **Criminal Background and BEAS State Registry Checks**
  - 1.2.8.1. The selected Applicant licensed, certified or funded by the Department will meet the requirements of RSA 161-F:49, VII. The selected Applicant must ensure all staff and volunteers:
    - 1.2.8.1.1. Complete a BEAS State Registry check
    - 1.2.8.1.2. Are reviewed by BEAS prior to providing direct client services.
    - 1.2.8.1.3. Undergo a New Hampshire Criminal Records Background check and meet the requirements acceptable to the selected Applicant.
- 1.2.9. **Performance Measures**



- 1.2.9.1. All participants must demonstrate sustained improvement in an at least two (2) survey indicators, including but not to be limited to, an increase in:
  - 1.2.9.1.1. Physical activity.
  - 1.2.9.1.2. Confidence in managing chronic conditions.
- 1.2.9.2. The Department will monitor performance of the selected Vendor(s) by:
  - 1.2.9.2.1. Showing an increase in collaboration with providers for the following:
    - 1.2.9.2.1.1. Program visibility.
    - 1.2.9.2.1.2. Program delivery.
    - 1.2.9.2.1.3. Successful outcomes of individuals.
- 1.2.9.3. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 1.2.9.4. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.
- 1.2.9.5. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract. Where applicable, Contractor(s) must collect and share data with the Department in a format specified by the Department.

#### 1.2.10. Reporting Requirements

- 1.2.10.1. The selected Applicant must provide Quarterly Reports and a Final Report on the following:
  - 1.2.10.1.1. The schedule and dates of the Leader Training(s).
  - 1.2.10.1.2. The number of participants trained.
- 1.2.10.2. The Department may collect other key data and metrics from the Contractor, including client-level demographic, performance, and service data.
- 1.2.11. Applicants must demonstrate the capacity and performance experience to meet the Scope of Services outlined in this RFA.

### 1.3. Compensation & Contract Value

- 1.3.1. The Department anticipates using Federal funds for the resulting contract(s). The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award. Any



selected vendor will be subject to the requirements in the Catalog of Federal Domestic Assistance (CFDA) # 93.043, U.S. Department of Health and Human Services, Special Programs for the Aging.

- 1.3.2. Total Federal Funds (100% Federal Funds) for contract resulting from this RFA anticipated to be available is \$200,922 to the selected Applicant, as follows:

State Fiscal Year	Amount
SFY 2023 (10/1/22 – 6/30/23)	\$50,231
SFY 2024 (7/1/23 – 6/30/24)	\$66,974
SFY 2025 (7/1/24 – 6/30/25)	\$66,974
SFY 2026 (7/1/25 – 9/30/25)	\$16,743

#### 1.4. Contract Period

- 1.4.1. The Contract resulting from this RFA is anticipated to be effective October 1, 2022 or upon Governor and Executive Council approval, whichever is later, through September 30, 2025.
- 1.4.2. The Department may extend contracted services for up to two (2) additional years, contingent upon satisfactory Contractor performance, continued funding, and Governor and Executive Council approval.

#### 1.5. Mandatory Responses to RFA Questions

**Question 1** – Describe your ability to develop and conduct Evidence-Based Self-Management programs.

**Question 2** – What is your experience in conducting marketing and outreach? Include barriers you have experienced and how you mitigated those barriers in previous marketing initiatives.

**Question 3** – Describe your capacity to conduct pre- and post- surveys to ensure program effectiveness.

**Question 4** – Describe your ability to identify and recruit individuals to become class leaders.

**Question 5** – What is your ability to coordinate the logistics of the workshops and trainings described in this RFA?

#### 1.6. Application Evaluation

The Department will use a scoring scale of 100 points. The Department will select an Applicant based upon the criteria and standards contained in this RFA and applying the points set forth below:

- 1.6.1. **Ability to Educate Q1 – 35 Points**
- 1.6.2. **Experience in Marketing Q2 – 5 Points**



- 1.6.3. **Capacity Q3 – 10 Points**
- 1.6.4. **Ability to Identify Q4 – 25 Points**
- 1.6.5. **Logistics Q5 – 25 Points**

**Total Possible Points – 100 Points**

**2. Notices** *(Updated 1/28/20)*

**2.1. Exceptions**

- 2.1.1. The Department will require the successful Applicant to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that an Applicant believes that exceptions to Appendix A will be necessary for the Applicant to enter into an Agreement, the Applicant must note those issues during the RFA Question Period in Section 3. Applicants may not request exceptions to the Scope of Services or any other sections of this RFA.
- 2.1.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.
- 2.1.3. If the Department accepts an Applicant's exception the Department will, at the conclusion of the RFA Question Period, provide notice to all potential Applicants of the exceptions that have been accepted and indicate that exception is available to all potential Applicants by publication of the Department's responses on or about the date indicated in Section 3.
- 2.1.4. Any exceptions to the standard form contract and exhibits that are not raised by an Applicant during the RFA Question Period will not be considered. In no event is an Applicant to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this solicitation.

**2.2. RFA Amendment**

The Department reserves the right to amend this RFA, 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 RFA, the Department, at its sole discretion, may extend the Application submission deadline. The amended language will be posted on the Department's website.

**2.3. Application Submission**

- 2.3.1. Applications must be submitted electronically to [contracts@dhhs.nh.gov](mailto:contracts@dhhs.nh.gov) and the Contract Specialist at the email address specified in Subsection 3.3.2.

2.3.1.1. The subject line must include the following information:  
**RFA-2023-BEAS-02-CHRON** (email xx of xx).



- 2.3.1.2. The maximum size of file attachments per email is 10 MB. Applications with file attachments exceeding 10 MB must be submitted via multiple emails.

## **2.4. Contract Monitoring Provisions**

- 2.4.1. All Applicants must complete Appendix B, Contract Monitoring Provisions.
- 2.4.2. The Department will use Applicant responses to conduct a risk assessment to determine if enhanced contract monitoring is necessary if the Applicant is awarded a contract. The risk assessment will not be used to disqualify or score Applications.

## **2.5. Compliance**

- 2.5.1. 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 contract period.
- 2.5.2. The selected Contractor must meet all information security and privacy requirements as set by the Department.
- 2.5.3. The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
  - 2.5.3.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 2.5.3.2. 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.
  - 2.5.3.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 2.5.3.4. Medical records on each patient/recipient of services.





2.5.3.5. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor 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 Contractor.

#### **2.5.4. Credits and Copyright Ownership**

2.5.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, *"The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."*

2.5.4.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

#### **2.5.5. Culturally and Linguistically Appropriate Services**

2.5.5.1. The New Hampshire Department of Health and Human Services is committed to reducing health disparities in New Hampshire and recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, the Department is strongly committed to



providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment, the Department continuously strives to improve existing programs and services, and to bring them in line with current best practices.

- 2.5.5.2. The Department requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.
- 2.5.5.3. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the Department's website.
- 2.5.5.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.
- 2.5.5.5. Applicants are expected 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.
- 2.5.5.6. Successful Applicants will be:
  - 2.5.5.6.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the





date the contract is approved by Governor and Council; and

2.5.5.6.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the Department's website.

2.5.5.7. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:

2.5.5.7.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);

2.5.5.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;

2.5.5.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and

2.5.5.7.4. The resources available to the organization to provide language assistance.

2.5.5.8. **Applicants are required to complete the TWO (2) steps listed in the Appendix C to this RFA, as part of their Application.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Applicants' program design, which in turn, will allow Applicants to put forth the best possible Application.

2.5.5.9. For guidance on completing the two steps in Appendix C, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFA, which is posted on the Department's website. <http://www.dhhs.nh.gov/business/forms.htm>.

## 2.5.6. Audit Requirements



- 2.5.6.1. The Contractor must email an annual audit to [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if **any** of the following conditions exist:
  - 2.5.6.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
  - 2.5.6.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
  - 2.5.6.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 2.5.6.2. If Condition A exists, the Contractor shall submit an annual **single audit** performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 2.5.6.3. If Condition B or Condition C exists, the Contractor shall submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 2.5.6.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 2.5.6.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

## 2.6. Non-Collusion

The Applicant's required signature on the Transmittal Cover Letter for an Application submitted in response to this RFA guarantees that the prices, terms and conditions,



and services have been established without collusion with other Applicants and without effort to preclude Department from obtaining the best possible Application.

## 2.7. Applicant Withdrawal

Prior to the Closing Date for receipt of Applications, an Application may be withdrawn by submitting a written request for its withdrawal to Contract Specialist identified in Paragraph 3.3.2.

## 2.8. Public Disclosure

- 2.8.1. Pursuant to RSA 21-G:37, the content of responses to this RFA must remain confidential until the Governor and Executive Council have awarded a contract. At the time of receipt of Applications, the Department will publish the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFA, the Department will post the name, rank or score of each Applicant. 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.
- 2.8.2. The content of each Application and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of an Application in response to this RFA may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFA will be made accessible to the public online via the website Transparent NH ([www.nh.gov/transparentnh/](http://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.
- 2.8.3. 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. **The Applicant is strongly encouraged to provide a redacted copy of their application.**
- 2.8.4. 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, the Department shall notify the Applicant and specify the date the Department 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 the Department specified in its notice to the Applicant without incurring any liability to the Applicant.

## **2.9. Non-Commitment**

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

## **2.10. Request for Additional Information or Materials**

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.

## **2.11. Liability**

By submitting an Application in response to this RFA, 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 contract.

## **2.12. Oral Presentations and Discussions**

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

## **2.13. Successful Applicant Notice and Contract Negotiations**

- 2.13.1. 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 contract 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 contract negotiations are unsuccessful with the selected Applicant(s), the evaluation team may recommend another Applicant(s). The Department will not contact Applicant(s) that are not initially selected to enter into contract negotiations.

## **2.14. Scope of Award and Contract Award Notice**



- 2.14.1. 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 contract award is contingent on approval by the Governor and Executive Council.
- 2.14.2. If a contract is awarded, the Applicant must obtain written consent from the Department before any public announcement or news release is issued pertaining to any contract award.

## **2.15. Site Visits**

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

## **2.16. Protest of Intended Award**

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

## **2.17. Contingency**

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

## **2.18. Ethical Requirements**

From the time this RFA is published until a contract 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 RFP, 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 RFA, or similar request for submission and every such Applicant shall be disqualified from submitting any Applicant 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. Application Process

#### 3.1. Overview

- 3.1.1. Application documents must be presented in the order indicated below.
- 3.1.2. Applications must conform to all instructions, requirements and contents indicated below.
- 3.1.3. The Department must receive the Application by the time and date specified in the Procurement Timetable in Section 3 and in the manner specified or it will be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 3.1.4. The Department will conduct an initial screening step to verify Applicant compliance with the submission requirements of this RFA. The Department may waive or offer a limited opportunity for an Applicant to cure immaterial deviations from the RFA requirements if it is determined to be in the best interest of the Department.
- 3.1.5. Late submissions that are not accepted will remain unopened and will be discarded. Submission of the Application shall be at the Applicant's expense.

#### 3.2. Application Content

- 3.2.1. A **Transmittal Cover Letter** on the Applicant's letterhead that must:
  - 3.2.1.1. Reference, "**RFA-2023-BEAS-02-CHRON**;"
  - 3.2.1.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the Applicant to contractually obligate the agency or individual;
  - 3.2.1.3. Acknowledge that the Applicant has read this Request for Application, understands it, and agrees to be bound by its requirements;
  - 3.2.1.4. Contain the date that the Application was submitted; and
  - 3.2.1.5. Be signed by an individual who is authorized to bind the Applicant to all statements, including services and prices contained in this Request for Application.
- 3.2.2. **Mandatory Responses** to RFA Questions in Subsection 1.5.
- 3.2.3. **Curriculum Vitae or Resume** of each individual performing functions identified in this RFA.
- 3.2.4. **Licenses, Certificates and Permits** as required by this Request for Application.





3.2.5. **Current Certificate of Insurance**

3.2.6. **Three (3) references for the Applicant.** The Applicant must submit three (3) written references from individuals or organizations who have knowledge of the Applicant’s ability to deliver services applicable to this solicitation. A current Department employee will not be considered a valid reference:

3.2.6.1. Each written reference must include current contact information, a description of work performed, quality of work, and dates of performance.

3.2.6.2. The Department may contact a reference to clarify any information.

3.2.7. **New Hampshire Certificate of Good Standing**

The Department requires, as applicable, every Contractor to acquire a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State in accordance with RSA 5:18-a.

3.2.8. **Affiliations – Conflict of Interest Statement** regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

3.2.9. **Appendix B** – Contract Monitoring Provisions.

3.2.10. **Appendix C** – CLAS Requirements.

**3.3. Procurement Timetable and Contact Information**

3.3.1. Schedule of Events

Item	Action <i>(All times are according to Eastern Standard Time. The Department reserves the right to modify these dates at its sole discretion.)</i>	Date
1.	RFA Release Date	February 2, 2022
2.	RFA Applicant Questions Submission Deadline	February 18, 2022 <b>11:59 PM</b>
3.	Department Responses to Questions Published	March 2, 2022
4.	Application Submission Deadline	March, 18, 2022 <b>11:59 PM</b>

3.3.2. All questions and applications must be submitted electronically to:



State of New Hampshire  
Department of Health and Human Services  
Corey Nachman, Contract Specialist  
Bureau of Contracts & Procurements  
129 Pleasant Street  
Concord NH 03301  
Email: Corey.R.Nachman@dhhs.nh.gov  
Phone: (603) 271-9341

- 3.3.3. From the date of release of this RFA until an award is made and announced regarding the selection of an Applicant, all communication with personnel employed by or under contract with the Department regarding this RFA is prohibited unless first approved by the RFA Point of Contact listed in Paragraph 3.3.2, herein. Department employees have been directed not to hold conferences and/or discussions concerning this RFA with any potential contractor during the selection process, unless otherwise authorized by the RFA Point of Contact. Applicants may be disqualified for violating this restriction on communications.

### **3.4. Applicant's Questions and Answers**

- 3.4.1. All questions about this RFA, including but not limited to requests for clarification, additional information or any changes to the RFA must be made in writing, citing the RFA page number and part or subpart, and submitted by email to the Contract Specialist identified in Paragraph 3.3.2.
- 3.4.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 3.4.3. Questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 3.4.4. Questions must be received by the deadline provided in Paragraph 3.3.1, Procurement Timetable.
- 3.4.5. Written answers to questions received will be published on the Department's website on or about the date indicated in Paragraph 3.3.1, Procurement Timetable.

### **3.5. Validity of Application**

Applications must be 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 Contract, whichever is later.

## **4. Appendices**





- 4.1. **Appendix A – P-37 General Provisions and Standard Exhibits (*for reference only-do not return*)**
- 4.2. **Appendix B – Contract Monitoring Provisions**
- 4.3. **Appendix C – CLAS Requirements**