



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

**REQUEST FOR APPLICATIONS**

**RFA-2023-DBH-01-COMMU**

**FOR**

**Community Mental Health Center Services Satisfaction  
Survey**

**December 12, 2022**



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## 1. INTRODUCTION

### 1.1. Purpose and Overview

This Request for Applications (RFA) is published to solicit applications from Vendors to develop, conduct, analyze and report on the Community Mental Health Consumer Survey, which is required annually by the Center of Mental Health Services, Substance Abuse and Mental Health Services Administration (SAMHSA) of the United States Department of Health and Human Services.

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

### 1.2. Request for Applications Terminology

**CATI** - Computer Assisted Telephone Interviewing

**CMHC** - Community Mental Health Center

**Dilmans' Tailored Design Method** - A survey methodology using mail, telephone and internet survey modes.

**Mental Health Statistics Improvement Program** - This is the federal name given to the survey. The survey was designed by the National Association of State Mental Health Program Directors Research Institute, Inc. In New Hampshire, the survey is referred to as the Consumer Survey.

**National Outcome Measures (NOMS)** - A set of measures required by the Substance Abuse and Mental Health Services Administration (SAMHSA) and the federal Mental Health Community Services Block Grant. The measures cover a set of domains defined by the SAMHSA and are intended to measure mental health outcomes in a standard and comparable way.

**NOMS** - National Outcomes Measurement System

**NRI** - National Research Institute, Inc.

**Outcomes** - Outcomes refers to the end results of actions to improve behavioral health.

<http://www.samhsa.gov/data/national-behavioral-health-quality-framework/>

**SED** - Serious Emotional Disturbance

**SFTP** - Secure File Transfer Protocol

**SMI** - Severe Mental Illness

**SSL** - Secure Socket Layer

**Survey Methodology** - The process used to sample individual units from a population and the associated survey data collection techniques, such as questionnaire construction and methods for improving the number and accuracy of responses to surveys. The survey methodology defines the sample design.

**Survey Sample Size** - The number of members of the population that have must



be selected and included in data collection to enable a statistically reliable conclusion about the population.

**Statistically Valid** - The extent to which the measurements are well-founded and correspond accurately to the real world. The validity of a measurement tool (for example, a test in education) is the degree to which the tool measures what it claims to measure.

**Uniform Reporting Systems (URS) Tables** - A series of Excel tables with data that primarily counts mental health consumers by various topics found in the Consumer Survey, such as, the quality of services they received, participation in treatments, and social connections. Some of the data collected from the Consumer Survey is used to complete the Excel tables and report to SAMHSA. The URS is part of an effort to use data in decision support and planning in public mental health systems and support program accountability. More information can be found at:

<https://www.nri-inc.org/our-work/projects/uniform-reporting-system-and-mental-health-client-level-data/>

**URS** - Uniform Reporting System

### 1.3. Contract Period

The Contract resulting from this RFA is anticipated to be effective February 1, 2023, or upon Governor and Executive Council approval, whichever is later, through December 31, 2025.

The Department may extend contracted services for up to four (4) additional years, contingent upon satisfactory Vendor performance, continued funding, and Governor and Executive Council approval.

## 2. BACKGROUND

### 2.1. New Hampshire Department of Health and Human Services, Division for Behavioral Health, Bureau of Mental Health Services

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

The Bureau of Mental Health Services (BMHS), within the Division for Behavioral Health, is New Hampshire's single state mental health authority. The BMHS seeks to promote full community inclusion for individuals who are 18 years or older; who have severe mental illness (SMI) or severe and persistent mental illness (SPMI).

The State mental health authority is responsible for planning, coordinating services, contracting, regulating, and monitoring the State's system of public mental health



services for individuals across the lifespan. New Hampshire statute Chapter 135-C, establishes the State mental health services system.

The New Hampshire Public Mental Health Consumer Survey, known as the NH Community Mental Health Consumer Survey, is required by the Center for Mental Health Services (CMHS), within the Substance Abuse and Mental Health Services Administration (SAMHSA) of the United States Department of Health and Human Services. The survey seeks receive feedback from individuals (adults and families) who utilize New Hampshire's Community Mental Health Centers to determine their level of satisfaction with the access and quality of mental health services received.

## **2.2. Background**

The purpose of this request is to conduct, analyze, and report on the Community Mental Health Consumer Survey, which is required annually by the Center for Mental Health Services, SAMHSA.

The Department is required by the federal SAMHSA Community Mental Health Block Grant to conduct an annual Consumer Satisfaction Survey, which is known in New Hampshire as the Community Mental Health Consumer Survey. The survey provides data which indicates New Hampshire's progress on the implementation of the National outcome Measures (NOMs) required by SAMHSA. The NOMs define the areas of, and degrees of, improvement of Community Mental Health client functioning and symptoms. The Consumer Survey is not research, nor intended for research purposes.

The Community Mental Health Consumer Survey also provides data that informs the Federal Universal Reporting System. The Universal Reporting System tables represent data on NH behavioral health service recipients and the quality of services received. Results from the surveys are used by the Department to complete required Federal annual reports and to guide Division for Behavioral Health efforts in monitoring the community mental health system.

The number of consumers to be surveyed will be dependent upon the number of total eligible consumers enrolled in community mental health services from July 1, 2022 through December 31, 2022 to ensure the total number of required surveys to be distributed will results in a statistically valid survey.

Detailed information about the Consumer Survey including the survey instrument and results can be found for prior years at:

*New Hampshire Public Mental Health Consumer Survey Report -2021,*  
[2021-cmhc-client-satisfaction.pdf \(nh.gov\)](#)

The Consumer Survey is conducted via mail, telephone and internet. The survey sample includes randomly selected consumers who receive services from the Department's contractors designated as Community Mental Health Centers located in

## New Hampshire Department of Health and Human Services Community Mental Health Center Services Satisfaction Survey



10 regions of New Hampshire. More information can be found at the following website:  
[bmhs-list-map.pdf \(nh.gov\)](#)

The purpose of the survey is to:

- Gather information on consumer satisfaction with services received Community Mental Health Centers, and the delivery of those services, to provide the information necessary for the Department's monitoring of its community mental health system to inform quality improvement, and its efforts to address mental health needs and services in New Hampshire;
- Provide the specific data that the Department is required to report to the federal government under the Mental Health Community Services Block Grant;
- Provide information to the Community Mental Health Centers to assist their quality improvement efforts.
- Share reports based on the survey data with the Community Mental Health Centers and with the public. Reports will depict both statewide averages and Community Mental Health Center specific results.



### **3. STATEMENT OF WORK**

#### **3.1. Covered Populations**

The populations served are clients of Community Mental Health Centers located within New Hampshire.

#### **3.2. Scope of Services**

- 3.2.1. The selected Vendor must prepare and conduct a statistically valid consumer survey that ensures comparability with prior year results of the clients receiving services from the New Hampshire Community Mental Health Centers. The surveys must:
  - 3.2.1.1. Be provided through mail, web-based application, and telephone.
  - 3.2.1.2. Maintain and ensure consumers' confidentiality and security through transmittal of data.
- 3.2.2. The selected Vendor must analyze the survey data in order to prepare reports of the survey results for both statewide averages and Community Mental Health Center specific results.
- 3.2.3. The selected Vendor must provide presentation to selected groups of the survey results.

#### **3.3. Survey Questionnaire Development**

- 3.3.1. The selected Vendor must create questionnaires consisting of questions required by SAMHSA and questions added by the Department in two (2) modules with approximately sixty (60) questions each, which shall include, but not be limited to:
  - 3.3.1.1. One (1) module for adults receiving services.
  - 3.3.1.2. One (1) module for the families of children who are receiving services.
- 3.3.2. The selected Vendor must review and provide feedback to the Department on Department added questions for validity.
- 3.3.3. The selected Vendor must prepare questionnaires in English, and in Spanish or in another language possibly including: Vietnamese, Swahili, Nepali, Kinyarwanda, Portuguese, Arabic, French, Bosnian, Nepalese, Somali, Russian, Bhutanese, Hindi, Thai, Haitian Creole, Cantonese, Indonesian, Albanian, Burmese, Urdu, Mandarin, Cantonese, Korean, as directed by the Department.
- 3.3.4. The selected Vendor must prepare hard copy surveys for mailing that must be digitally scanned to ensure reduction in data entry time and errors.





- 3.3.5. The selected Vendor must obtain approval from the Department for the final print-ready paper survey forms prior to Vendor printing of the surveys.
- 3.3.6. The selected Vendor must print the required number of paper survey forms needed to be distributed for the surveys.
- 3.3.7. The selected Vendor must program the two (2) survey modules into the Vendor's Computer Assisted Telephone Interviewing (CATI) system. The CATI system must be HIPAA compliant, in addition to adhering to Exhibit K: *DHHS Information Security Requirements* and Exhibit L: *IT Requirements Workbook*.
- 3.3.8. The selected Vendor must extensively test each module to ensure that the questions and any skip instructions are identical to the paper versions.
- 3.3.9. The selected Vendor must communicate the testing results to the Department at least one week prior to beginning any telephone interviews.
- 3.3.10. The selected Vendor must program the two (2) survey modules into a web-based survey program.
- 3.3.11. The selected Vendor must extensively test each module to ensure that the questions and any skip instructions are identical to the paper versions.
- 3.3.12. The selected Vendor must provide the Department with UAT, Security Risk Assessment, and the System Security Plan for Department acceptance and sign-off by the Department's Bureau of Information Services prior to beginning any telephone interviews.
- 3.3.13. The selected Vendor must obtain approval from the Department on the final print-ready paper survey forms, pre-notification and follow up letters, and letters accompanying the questionnaire prior to the vendor printing the surveys.
- 3.3.14. The selected Vendor must first provide the Department with UAT, Security Risk Assessment, and the System Security Plan which must include either the Consensus Assessments Initiative Questionnaire (CAIQ) or a security matrix mapped to NIST 800-53 security controls for Department acceptance and sign-off by the Department's Program IT Lead and the Department's Bureau of Information Services for the HIPPA compliant web-based solution, then once Department sign-off and approval have been obtained for the solution, obtain sign-off approval from the Department on the final web-based survey prior to beginning data collection.



- 3.3.15. The selected Vendor must obtain signed approval from the Department on the final CATI interview script prior to beginning interviews.

### **3.4. Project Summary Plans**

- 3.4.1. The selected Vendor must submit a summary plan to complete the survey for participants who received services during calendar year 2022 and each subsequent year the survey is administered.
- 3.4.2. The selected Vendor's summary plan must include, but is not limited to:
  - 3.4.2.1. Deliverables.
  - 3.4.2.2. Due dates for deliverables in line with Table 3.18.10.
  - 3.4.2.3. The staff person responsible for completion of each deliverable.
  - 3.4.2.4. Any other items necessary to facilitate invoicing and progress reporting.
- 3.4.3. The selected Vendor must complete and submit subsequent project summary plans for Department approval by November 1, to conduct surveys for the following calendar year(s) covered by the resulting Contract period.
- 3.4.4. The selected Vendor must ensure one (1) individual is designated as a project manager who must be the single point of contact and coordinator of all aspects of the project.
- 3.4.5. The selected Vendor must submit, to the Department, monthly progress reports outlining the status of each year's summary plan, which shall include, but not be limited to any obstacles and other relevant information.
- 3.4.6. The selected Vendor must participate in conference calls and/or virtual meetings with the Department and other parties as needed to discuss progress, next steps and open items. Calls shall occur more frequently during survey preparation and report preparation times. The schedule and frequency of the calls shall be at the discretion of the Department with specific scheduling subject to the Vendor's availability.
- 3.4.7. The selected Vendor must conduct the Consumer Survey utilizing a methodology that includes, but is not limited to:
  - 3.4.7.1. Produces statistically valid survey results.
  - 3.4.7.2. Ensures survey response rates achieved for each module are at least fifty (50) percent. Response rates shall be defined as the number of completed telephone, web-based, and paper



questionnaires divided by the number of selected respondents with valid contact information.

- 3.4.7.3. Dilman's Tailored Design Method or other method as approved by the Department.
- 3.4.8. The selected Vendor must submit a written draft report of the Consumer Survey results to the Department for review and written sign-off approval prior to publication.

### **3.5. Survey Administration**

- 3.5.1. The selected Vendor must conduct the Consumer Survey utilizing the approach of mail, telephone and the internet (via a secure web-based solution).
- 3.5.2. The selected Vendor must conduct the consumer survey utilizing methodologies such as, Dilmans' Tailored Design Method or other methods, as approved by the Department, that produce statistically valid survey results.
- 3.5.3. The selected Vendor must ensure survey response rates (number of completed surveys divided by number of contacts) are at least the same as the 2021 survey.
- 3.5.4. The selected Vendor must calculate the appropriate sample size, to produce statistically valid survey results of the number of survey participants from each Community Mental Health Center (CMHC) so that the survey adequately represents the Department's eligible and open case population during the period of July 1, 2023 through December 31, 2023. The selected Vendor must ensure:
  - 3.5.4.1. The final responding sample size is adequate to provide a ninety-five percent (95%) confidence interval of plus or minus five percent (5%) when the proportion of respondents who agree or strongly agree is fifty percent (50%); and,
  - 3.5.4.2. The sample is drawn in a way that proportionally represents the population of each CMHC.
- 3.5.5. The selected Vendor must submit, by the date defined in Table 3.18.10, summary plan, and prior to the start of sample selection, survey methodology and data collection protocol, for Department approval, a written sample design that shall include a sample size table that at a minimum must contain:
  - 3.5.5.1. The name of each CMHC;
  - 3.5.5.2. Estimated service population for each CMHC;
  - 3.5.5.3. Number of respondents to be selected from each CMHC;
  - 3.5.5.4. Number of final respondents expected; and,



- 3.5.5.5. Expected confidence interval.
- 3.5.6. The selected Vendor must contact the ten (10) CMHCs, by the date established in Table 3.18.10., and the summary plan, to provide instructions on their role in the survey and the time-line for the survey.
- 3.5.7. The selected Vendor must provide instructions and the protocols to the CMHCs on how to generate a data set of current consumers who are eligible for services that must include, but not be limited to:
  - 3.5.7.1. The number of survey participants to select.
  - 3.5.7.2. How to randomly select survey participants.
  - 3.5.7.3. Accurate contact information needed, which shall include, but not be limited to:
    - 3.5.7.3.1. The names of the consumers.
    - 3.5.7.3.2. The consumers contact information including:
      - 3.5.7.3.2.1. Mailing addresses;
      - 3.5.7.3.2.2. Phone numbers;
      - 3.5.7.3.2.3. Guardians' names with contact information;
      - 3.5.7.3.2.4. Patients' names for youth survey; and
      - 3.5.7.3.2.5. Primary language spoken.
- 3.5.8. The selected Vendor must work with the Department and the CMHCs to identify selected respondents and best methods for reaching those who may be:
  - 3.5.8.1. Homeless;
  - 3.5.8.2. Ethnic/racial minorities;
  - 3.5.8.3. Persons with low literacy; and
  - 3.5.8.4. Persons whose primary language is not English.
- 3.5.9. The selected Vendor must obtain the names of the eligible consumers to be surveyed from CMHCs; conduct the survey between February 1, 2023 and June 30, 2023; and offer the survey to the randomly selected consumers by mailing the survey to the consumers as follows:
  - 3.5.9.1. Attach a cover letter, approved by the Department, to the survey explaining to the consumer the purpose of the survey and the consumer's choice to consent to the survey;
  - 3.5.9.2. Attach instructions to the consumer, which must include:



- 3.5.9.2.1. How to contact a staff member of their applicable CMHC if the consumer does not wish to participate;
- 3.5.9.2.2. How to complete the survey;
- 3.5.9.2.3. When to return the survey; and
- 3.5.9.2.4. A phone number for the consumer to contact, if they have questions.
- 3.5.9.3. Enclose a prepaid return addressed envelope without a window for the consumer to mail the completed survey back to the selected Vendor.
- 3.5.9.4. The selected Vendor must track Survey Responses by:
  - 3.5.9.4.1. Establishing a unique identifier for each consumer.
  - 3.5.9.4.2. Using an Excel spreadsheet and a unique identifier to electronically track:
    - 3.5.9.4.2.1. The method (internet, phone or mail) by which the consumer responded to their completed questionnaire.
    - 3.5.9.4.2.2. Links to each questionnaire completed to the responding consumer.
    - 3.5.9.4.2.3. Consumer first name, middle name, last name and name suffix (e.g. jr, II).
    - 3.5.9.4.2.4. Consumer phone number.
    - 3.5.9.4.2.5. The name of the CMHC who referred the Consumer.
    - 3.5.9.4.2.6. The Consumer's (client) CMHC Client ID#.

### **3.6. Mail Protocol**

- 3.6.1. The selected Vendor must mail a Department approved pre-notification letter to selected respondents explaining the purpose of the survey.
- 3.6.2. The selected Vendor must mail the surveys to the selected consumers in their primary language.



- 3.6.3. The mailing must include a Department approved cover letter to the consumer explaining:
  - 3.6.3.1. The purpose of the survey;
  - 3.6.3.2. The consumer's choice to consent to completing the survey;
  - 3.6.3.3. A guarantee of confidentiality;
  - 3.6.3.4. Contact procedures for questions or requests to be excluded from survey activities;
  - 3.6.3.5. How to complete the survey;
  - 3.6.3.6. When and how to return the survey;
  - 3.6.3.7. A prepaid addressed envelope without a window for the consumer to mail the completed survey back to the Vendor.
  - 3.6.3.8. A five dollars (\$5.00) cash, up front incentive;
  - 3.6.3.9. The paper survey instrument appropriate for the household;
  - 3.6.3.10. Directions for completing the questionnaire on the web-based solution, if the selected consumer wishes to do so; and
  - 3.6.3.11. A url, username and password for the web-based questionnaire, which must be unique to the selected consumer. The username and passwords must:
    - 3.6.3.11.1. Not be mailed or email at the same time to an individual/household to ensure security compliance.
- 3.6.4. The selected Vendor must follow-up with consumers who do not respond within the timeframes established in Table 3.18.10. This must be accomplished by sending a Department-approved reminder to complete the survey.
- 3.6.5. The selected Vendor must scan returned, completed paper surveys using scanning software, or other system, approved by the Department's Bureau of Information Services. Equipment used to scan completed surveys must be destroyed as required by the Department and must not be resold, refurbished or given away.
- 3.6.6. The selected Vendor's staff must resolve issues of light marks, double marks and scratched out/erased marks on the paper surveys.
- 3.6.7. The selected Vendor must program parameters, for each survey item, into the scanning software to prevent key stroke errors and out of range responses.

### **3.7. Telephone Protocol**



- 3.7.1. The selected Vendor must identify consumers who have not responded to the paper survey within the timeframes defined in the summary plan and Table 3.18.10.
- 3.7.2. The selected Vendor must place calls to consumers, who have not responded by mail, a minimum of three (3) times or until interview is completed or a refusal received.
- 3.7.3. The selected Vendor must encourage consumers reached by telephone to complete the questionnaire at that time using the Vendor's CATI system, the approved telephone methodology, and questionnaire.
- 3.7.4. The selected Vendor must provide CATI questionnaires and qualified interviewers to conduct the interview in the respondent's primary language.
- 3.7.5. The selected Vendor must employ only experienced interviewers whose training includes but is not limited to:
  - 3.7.5.1. Non-directive interviewing methods.
  - 3.7.5.2. Maintaining respondent confidentiality.
  - 3.7.5.3. Interviewing survey respondents who are mental health clients
  - 3.7.5.4. HIPPA, privacy (PII), snooping, insider threat, and information security.
- 3.7.6. The selected Vendor must maintain digital phone logs that must include, but not be limited to:
  - 3.7.6.1. The telephone number.
  - 3.7.6.2. Date and time of call(s).
  - 3.7.6.3. Name of the person making the call.
  - 3.7.6.4. Reason for the call.
  - 3.7.6.5. Outcome of the call.
- 3.7.7. The selected Vendor must unobtrusively monitor ten percent (10%) of interviews for the purpose of quality assurance and provide feedback to interviewers. At the beginning of the interview the caller must inform the respondent that the phone call may be monitored for quality assurance and request permission to proceed with the phone interview. If the respondent does not want the conversation recorded the selected Vendor must not record the interview.

### **3.8. Internet Web-Based Protocol**

- 3.8.1. The selected Vendor must:



- 3.8.1.1. Provide the Department approved electronic versions of the questionnaires that are accessible to the selected consumers on a secure web site by the date indicated in the approved summary plan and Table 3.18.10.
  - 3.8.1.1.1. The web-based questionnaire must include, but not be limited to:
    - 3.8.1.1.1.1. An entry page with an explanation of the survey and confidentiality.
    - 3.8.1.1.1.2. Instructions on how to complete the questionnaire.
    - 3.8.1.1.1.3. The questionnaire must be programmed with appropriate skip patterns to allow the consumer to complete the questionnaire in stages.
    - 3.8.1.1.1.4. The questionnaire must be programmed so that the consumer is unable to complete the questionnaire more than once.
    - 3.8.1.1.1.5. The entry page must have a link that takes the consumer to a page with information about the Vendor, which shall include a toll free number to call with questions and an email address. This information page must clearly provide a link to the selected Vendor's Privacy Notice and consumer use.
    - 3.8.1.1.1.6. At no time will the selected Vendor permit IP, cookie, or other tracking for any reason by the selected Vendor, its subcontractors or third-parties.
- 3.8.2. The selected Vendor must ensure the consumer survey remains statistically valid by the selected Vendor, by the Department and by the CMHCs.
- 3.8.3. The selected Vendor must establish guidelines to determine if a completed survey is unusable.
- 3.8.4. The selected Vendor must supervise the collection process to ensure that all data is gathered according to the protocol.
- 3.8.5. The selected Vendor must compile and maintain data from completed surveys, to be utilized in completion of statistical analysis for reporting, as outlined in Section 3.





### **3.9. Training and Protocol for Working With Mental Health Clients**

- 3.9.1. The selected Vendor must develop a written protocol for working with respondents who are mental health clients, and submit it to the Department for approval by the date identified in the approved summary plan that aligns with Table 3.18.10.
- 3.9.2. The selected Vendor must utilize the written protocol developed and approved by the Department for working with respondents who are mental health clients and for making appropriate referrals to a Departmental Behavioral Health staff member or other Department approved resource as needed.
- 3.9.3. The selected Vendor must ensure that all staff interacting with survey respondents are trained properly in working with mental health clients, which shall include, but not be limited to:
  - 3.9.3.1. The protocol for handling clients that may be agitated; and,
  - 3.9.3.2. How to make appropriate referrals of these agitated clients to a Departmental Behavioral Health staff member.

### **3.10. Data Collection and Data File Development**

- 3.10.1. The selected Vendor must ensure process integrity at all times and at all levels (state and CMHC), following the approved survey protocol.
- 3.10.2. The selected Vendor must establish Department approved guidelines to determine if a returned survey is complete or unusable.
- 3.10.3. The selected Vendor must supervise the collection process to ensure that all data is gathered according to the specific protocol for this survey as approved by the Department.
- 3.10.4. The selected Vendor must compile and maintain data from completed surveys in order to complete statistical analysis for reporting as described in Section 3.16, Analysis Requirements.
- 3.10.5. Utilizing the Department's SFTP for transmission, the selected Vendor must provide final electronic survey data to the Department upon completion of the survey results report. Data files must include, but not be limited to:
  - 3.10.5.1. A file in .csv format containing individual respondent level responses for each question.
  - 3.10.5.2. Any weighting and sample design variables needed for analysis.
  - 3.10.5.3. The CMHC the respondent was selected from.



- 3.10.5.4. Demographic characteristics obtained from the survey questions or the CHMCs.
- 3.10.5.5. A file in Microsoft Excel format with tabular weighted frequencies and ninety-five percent (95%) confidence intervals for each question and for any composite or calculated measures.
- 3.10.5.6. A file in Microsoft Excel containing responses to open ended questions.
- 3.10.5.7. A file in Microsoft Excel containing any corrected consumer contact information.
- 3.10.5.8. A file in Microsoft Excel for each CMHC include, but not be limited to:
  - 3.10.5.8.1. The number of respondents selected.
  - 3.10.5.8.2. The final number of respondents with completed surveys;
  - 3.10.5.8.3. The number of selected respondents with unusable contact information;
  - 3.10.5.8.4. The number of surveys that were incomplete or unusable.
  - 3.10.5.8.5. The response rate.

### **3.11. Privacy Impact Assessment**

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



collection, processing or storage of PII.

- 3.11.3. The selected Vendor must securely store the completed paper surveys, the web surveys, and the results of the CATI interviews for up to one (1) year after the survey is completed, and then after receiving Department approval shall destroy the paper surveys and the files containing the results per the DHHS Information Security Requirements Exhibit K.

### **3.12. Background Checks**

- 3.12.1. The selected Vendor must conduct criminal background checks, at its own expense, and not utilize any End Users (as defined in the DHHS Information Security Requirements, Exhibit K) to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The selected Vendor must initiate a criminal background check re- investigation of all employees, volunteers, interns, and subcontractors assigned to this Contract every five (5) years. The five (5) year period will be based on the date of the last Criminal Background Check conducted by the selected Vendor.
- 3.12.2. The selected Vendor must promote and maintain an awareness of the importance of securing the Department's information among the Vendor's End Users. Vendor's End Users shall not be permitted to handle, access, view, store or discuss Confidential Data until an attestation is received by the Vendor that all Vendor End Users associated with fulfilling the obligations of the awarded Contract are, based on criteria provided herein are, eligible to participate in work associated with the Contract.
- 3.12.3. The Department may, at its sole expense, conduct reference and screening of the selected Vendor's Project Manager and Key Project Staff.

### **3.13. State Owned Devices, Systems and Network Usage**

- 3.13.1. If the selected Vendor's End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the State network in the fulfilment of this Agreement, the selected Vendor must:
  - 3.13.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
  - 3.13.1.2. Use the information that they have permission to access solely for conducting official Department business and agree



that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

- 3.13.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 3.13.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 3.13.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 3.13.1.6. Only install authorized software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 3.13.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 3.13.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 3.13.1.9. Agree when utilizing the Department's email system:
  - 3.13.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
  - 3.13.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
  - 3.13.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message



in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”

- 3.13.1.10. Vendor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
- 3.13.1.11. Complete the Department’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
- 3.13.1.12. Sign the Department’s Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the awarded Contract and annually throughout the Contract term.
- 3.13.1.13. Agree End User’s will only access the Department’ intranet to view the Department’s Policies and Procedures and Information Security webpages.
- 3.13.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 3.13.1.15. Agrees to notify the State a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess State credentials and/or badges or who have system privileges. If End Users who possess State credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Vendor agrees to notify the State’s Information Security Office or designee immediately.

#### 3.13.2. Workspace Requirement

- 3.13.2.1. If applicable, the State will work with selected Vendor to determine requirements for providing necessary workspace and State equipment for its End Users.

### **3.14. Contract End-of-Life Transition Services**

#### 3.14.1. General Requirements

- 3.14.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the selected



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

- 3.14.1.2. The selected Vendor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the selected Vendor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Vendor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 3.14.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data in relationship to this contract said Tools will be inventoried and returned to the State, along with the inventory document, once transition of State Data is complete.
- 3.14.1.4. The internal planning of the Transition Services by the Vendor and its End Users shall be provided to the State and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of the awarded Contract.
- 3.14.1.5. Should the data Transition extend beyond the end of the awarded Contract, the selected Vendor agrees that the Contract Information Security Requirements, and if applicable, the State's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the State.
- 3.14.1.6. In the event where the selected Vendor has comingled State Data and the destruction or Transition of said data is not feasible, the State and Vendor will jointly evaluate regulatory and professional standards for retention requirements prior



to destruction, refer to the terms and conditions of Exhibit K: DHHS Information Security Requirements.

**3.14.2. Completion of Transition Services**

3.14.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the State and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the selected Vendor notifies the State of an issue requiring additional time to complete said product.

3.14.2.2. Once all parties agree the data has been migrated the selected Vendor will have 30 days to destroy the data per the terms and conditions of Exhibit K: DHHS Information Security Requirements.

**3.14.3. Disagreement over Transition Services Results**

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

**3.15. Website and Social Media**

3.15.1. The selected Vendor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

3.15.2. The selected Vendor must agree that Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the awarded Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to Exhibit K: Department Information Security Requirements and Exhibit I: DHHS Business Associate Agreement and all applicable state and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the selected Vendor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.



### **3.16. Analysis Requirements**

- 3.16.1. The selected Vendor must provide survey results to the Department in the timeframe established in Table 3.18.10.
- 3.16.2. The selected Vendor must utilize a Department approved analysis and reporting plan in line with the Table in 3.18.10.
- 3.16.3. The selected Vendor must complete statistical analysis of the survey data including, but not limited to:
  - 3.16.3.1. Demographics of the population.
  - 3.16.3.2. Service Provision.
  - 3.16.3.3. Participation with Treatment Team.
  - 3.16.3.4. General Satisfaction.
  - 3.16.3.5. Quality of Services.
  - 3.16.3.6. Social Connections.
  - 3.16.3.7. Function and Outcomes.
  - 3.16.3.8. Any standard measures required by SAMHSA.
- 3.16.4. The selected Vendor must, as part of the statistical analysis, calculate and display confidence intervals for survey estimates and perform significance testing comparing CMHC current performance, to prior years' performance and to state average performance, and state average performance to prior years' performance. Confidence intervals and statistical testing must be adjusted for sample design and weighting as statistically appropriate.
- 3.16.5. The selected Vendor must submit, for Department approval, by the dates defined in Table 3.18.10., one (1) report that summarizes the statistical analysis defined in Section 3.16.
- 3.16.6. The selected Vendor must complete the Uniform Reporting System (URS) tables 9, 11, 11A, 19A, and 19B on the required reports, as established by the National Research Institute, Inc. (NRI) or the Center for Mental Health Services/Substance Abuse and Mental Health Services Administration (CMHS/SAMHSA).
- 3.16.7. The selected Vendor must prepare other reports as requested by the Department.
- 3.16.8. The selected Vendor must design the reports to document, in common English, beyond statistical tables, the interpretation of the results in a way that makes them easy to understand by CMHC staff, DHHS program staff and the general public with no knowledge in research,





program or evaluation.

- 3.16.9. The selected Vendor must develop a statewide report of survey results and must include annual reports for each of the ten (10) Community Mental Health Centers.
  - 3.16.9.1. The reports must include aggregate trending data for the current year and the past three (3) years.
- 3.16.10. The selected Vendor must release, only to the Department, the survey data, reports, or any other information regarding the survey;
- 3.16.11. The selected Vendor must submit report drafts for Department review and written sign-off approval, by October 1.
- 3.16.12. The selected Vendor must provide all reports as PDFs and assure thorough proofreading, all graphics are to be formatted for consistency, adequate spacing, legibility, attractive presentation, and reports must include color charts.
- 3.16.13. The selected Vendor must provide, upon approval of the Department, printed reports that are coil bound, have light card stock covers, typically between 100 and 150 pages, and limited to the production number set by the Department, typically 50 copies or less.

### **3.17. In-Person Presentation of Survey Results**

- 3.17.1. The selected Vendor must provide up to three (3) formal, in-person presentations, approximately 60 to 90 minutes in length, to the Department, selected stakeholders, such as the Chief Executive Officers of the CMHCs, and the New Hampshire State Behavioral Health Advisory Council following the annual report submission.
- 3.17.2. The selected Vendor must present the survey results and reports in person, and provide answers to any questions during the presentations.
- 3.17.3. The selected Vendor may use written, verbal, and electronic media to present the survey results.
- 3.17.4. The selected Vendor may be required to provide additional presentations to other stakeholders, as directed by the Department.

### **3.18. Reporting Requirements**

- 3.18.1. The selected Vendor must submit annual reports for each of the ten (10) Community Mental Health Centers.
- 3.18.2. The selected Vendor must submit, to the Department, monthly progress reports outlining status, number of respondents that completed the survey, bad addresses, obstacles and other relevant information on the summary plan for each year's survey, which shall

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be due by the 10<sup>th</sup> working day of the month following the month of report coverage.

- 3.18.3. The selected Vendor must submit to the Department by the date defined in Table 3.18.10., and supported by the approved summary plan, one (1) report that summarizes the statistical analysis defined in Section 3.16.
- 3.18.4. The selected Vendor must submit a statewide report of survey results which must include reports for each of the ten (10) Community Mental Health Centers, and trending data for the current year and past three (3) years by December of the year in review.
- 3.18.5. The selected Vendor must complete and submit subsequent project summary plans for Department written sign-off approval by October 1, 2023, to conduct surveys for the following calendar year covered by the Contract Period.
- 3.18.6. The selected Vendor must conduct the survey between February 1, 2023 and June 30, 2023.
- 3.18.7. The selected Vendor must conduct the subsequent survey between January 1, 2024 and June 30, 2024.
- 3.18.8. Vendor(s) may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 3.18.9. The selected Vendor must follow the Table in 3.18.10 to ensure timeliness of deliverables on an annual basis for the term of the agreement. The selected Vendor must:
  - 3.18.9.1. Develop their proposed summary plan to be in-line with the Table in 3.18.10.

3.18.10. Table

Activity/Deliverable	Contract Section	Approximate Due Date	Amount Paid
Written and Approved Summary Plan (All Details Not Yet Determined)	3.4.1.	March	\$1,800.00
Written an approved plan for data security and confidentiality, disaster recovery, and remote backup procedures that aligns with state requirements as described in Appendix A, Exhibit L and Exhibit K	3.11./Appendix A, Exhibit L and Exhibit K	March	\$1,000.00
Written and Approved Survey Design, Methodology, and protocols.	3.5.5.	March	\$2,000.00
Background Attestation	3.12.	March	
Approved Sample Methodology	3.5.4.	April	\$2,000.00
Documentation sent to DISO and IT for approval	3.3.14.	April	

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Database transferred to vendor with: -CMHC -Unique client ID -Demographic variables	3.5.5.	April	
Vendor selects samples	3.5.7.	April	\$1,000.00
Vendor sends DHHS selected IDs	3.5.7.	April	\$2,000.00
DHHS posts selected IDs to CMHC folders	3.5.7.	April	
CMHCS add corresponding client information: -Name -Addresses -Phone numbers -Primary language -homeless - notes on DECEASED CLIENTS - NH DHHS will review throughout DHHS moves files to secure site for vendor to access	3.5.7.	April	
Vendor compiles complete data base of selected samples from 10 CMHCs	3.5.7.	April	\$2,000.00
Vendor completes drawing of the sample	3.5.7.	April	\$2,000.00
Written and approved Final Print Ready Paper Surveys, Final CATI protocol, and Final Web-based data collection tool.	3.3.	April	\$3,000.00
Written and approved final telephone follow up protocol using web survey (part of survey methodology)	3.6.4	April	\$3,000.00
Department approved Pre-notification letter	3.3.13.	April	\$1,000.00
Department approved follow-up letter	3.3.13.	April	\$1,000.00
Written and approved language assistance measures and translations requested by Department per selected sample demographics	3.5.8.	April	\$1,000.00
Department Approved Training and Protocol for Working With Mental Health Clients	3.9.	May	\$1,000.00
Pre-notification results letter	3.6.1.	June	\$45,000.00
Survey and cash incentive	3.6.3	June	
Reminder letter	3.6.4	June	
Second reminder letter	3.6.4	July	
Telephone follow-up	3.7.2.	July - August	
Completed and approved data collection and data compilation	3.10.	September	\$1,200.00
Completed and Approved Uniform Reporting System (URS) Tables 9, 11, 11a, 19a, and 19b on the required reports	3.16.6.	October	\$1,000.00
Draft of public mental consumer survey report	3.16.11.	October	
Written and approved final public mental health consumer survey report delivered electronically to DHHS	3.16.9.	December	\$2,800.00
Approved final electronic survey data delivered to DHHS	3.10.6.	December	\$2,500.00

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Vendor transfers a Microsoft Excel file containing responses to open ended questions	3.10.6.5.	December	\$500.00
Vendor produces a .csv file containing: -Individual respondent-level responses for each question -Weighting and sample design variables need for analysis -CMHC the respondent was selected from -Demographic characteristics obtained from the survey questions or CMHC's	3.10.6.1	December	\$1,000.00
Vendor produces a Microsoft Excel file with tabular weighted frequencies and 95% confidence intervals for each question and any composite or calculated measures	3.10.6.5.	December	\$2,500.00
Vendor transfers a Microsoft Excel file for each CMHC containing: -Number of respondents selected -Number of respondents with completed surveys -Number of respondents with unusable contact information -Number of surveys that were incomplete or unusable -Response rate	3.10.6.8.	December	\$3,000.00
Delivered and approved printed reports (less than 50)	3.16.13.	December	\$200.00
Completed and Approved Onsite Presentations (up to 3)	3.17.	December	\$500.00

**3.19. Performance Measures**

- 3.19.1. The selected Vendor must ensure ninety-five percent (95%) of all deliverables are met in-line with Table 3.18.10 and the Department approved Summary Plan.
- 3.19.2. The selected Vendor must monitor ten percent (10%) of interviews for the purpose of quality assurance and provide feedback to interviewers.
- 3.19.3. The selected Vendor must provide final electronic survey data to the Department upon completion of the survey results report which must include a file in Microsoft Excel format with tabular weighted frequencies and ninety-five percent (95%) confidence intervals for each question and for any composite or calculated measures.

**3.20. Mandatory Questions**



3.20.1. In response to this solicitation, Vendor(s) must respond to the Mandatory Questions below in Appendix D, Technical Responses to Questions.

- Q1** *Explain in narrative form your experience with conducting mail, telephone, and web-based surveys and any experience you have using Dilman's method for conducting surveys.*
- Q2** *Explain in narrative form your experience ensuring data validity and confidentiality of surveys and survey data. Additionally, review Exhibit I: DHHS Business Associates Agreement, Exhibit K: DHHS Information Security Requirements and fill out Appendix E, IT Requirements Workbook.*
- Q3** *Describe, in narrative form, your ability to perform the entire scope of work outlined in this RFA. Submit your proposed summary and staffing plans. Include job descriptions for vacant positions; specific dates or date ranges for deliverables; resumes for filled positions; and your proposed project manager for this project. Include any applicable experience, training, and company protocols for interacting with mental health consumers via telephone calls.*
- Q4** *Describe your capacity for compiling survey data and completing statistical analysis, ensuring validity of survey questions, working with weighted survey data, complex sample design, and producing data files as identified in subsection 3.10.*
- Q5** *Describe the tools, techniques, and plan for how you must perform the data analysis needed to meet the analytic and reporting requirements identified in subsection 3.16.*

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### 3.21. Compliance

- 3.21.1. The selected Vendor must be in compliance with applicable federal and state laws, administrative 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.
- 3.21.2. The selected Vendor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
  - 3.21.2.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Vendor in the performance of the Contract, and all income received or collected by the Vendor.
  - 3.21.2.2. 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.
  - 3.21.2.3. 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. If, upon review of the Final Expenditure Report the Department disallows any expenses claimed by the Vendor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Vendor.

### 3.21.3. Credits and Copyright Ownership

- 3.21.3.1. 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.*”

- 3.21.3.2. All written, video and audio materials produced or purchased under the contract shall have prior written approval from the Department before printing, production, distribution or use.
- 3.21.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 3.21.3.3.1. Brochures.
  - 3.21.3.3.2. Resource directories.
  - 3.21.3.3.3. Protocols.
  - 3.21.3.3.4. Guidelines.
  - 3.21.3.3.5. Posters.
  - 3.21.3.3.6. Reports.
- 3.21.3.4. The selected Vendor(s) shall not reproduce any materials produced under the contract without prior written approval from the Department.

**3.21.4. Culturally and Linguistically Appropriate Services**

- 3.21.4.1. The Department 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.
- 3.21.4.2. The Department requires all Vendors 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.
- 3.21.4.3. 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 CLAS Section of the RFA, and, in the Vendor/RFA section of the Department's website.

- 3.21.4.4. 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.
- 3.21.4.5. Vendors 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.
- 3.21.4.6. Successful Vendors must be:
  - 3.21.4.6.1. Required to submit a detailed description of the language assistance services they must 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
  - 3.21.4.6.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFA section of the Department's website.
- 3.21.4.7. 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:





- 3.21.4.7.1. 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);
  - 3.21.4.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;
  - 3.21.4.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and
  - 3.21.4.7.4. The resources available to the organization to provide language assistance.
- 3.21.4.8. **Vendors are required to complete the TWO (2) steps listed in the Appendix B to this RFA, as part of their Proposal.** 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 must help inform Vendors' program design, which in turn, must allow Vendors to put forth the best possible Proposal.
- 3.21.4.9. For guidance on completing the two steps in Appendix B, please refer to Applicant's Reference for Completing the CLAS Section of the RFA, which is posted on the Department's website.  
<http://www.dhhs.nh.gov/business/forms.htm>.
- 3.21.5. Audit Requirements**
- 3.21.5.1. The Vendor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if **any** of the following conditions exist:
    - 3.21.5.1.1. Condition A - The Vendor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 3.21.5.1.2. Condition B - The Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
    - 3.21.5.1.3. Condition C - The Vendor is a public company and required by Security and Exchange



Commission (SEC) regulations to submit an annual financial audit.

- 3.21.5.2. If Condition A exists, the Vendor shall submit an annual **single audit** performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Vendor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 3.21.5.3. If Condition B or Condition C exists, the Vendor shall submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Vendor's fiscal year.
- 3.21.5.4. Any Vendor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Vendor is high-risk.
- 3.21.5.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Vendor that the Vendor 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.

## 4. FINANCE

### 4.1. Financial Standards

- 4.1.1. The Department anticipates using Other funds for the resulting contract. The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award. Any selected Vendor must be subject to the requirements in BHSIS State Agreement and Statement of Work with State Mental Health Agencies (SMHAs).
- 4.1.2. Funding for the resulting contract is anticipated to be available in the amount of \$168,000.

## 5. PROPOSAL EVALUATION

### 5.1. Selection



- 5.1.1. The Department must use a scoring scale of 100 points. The Department will select a Vendor based upon the criteria and standards contained in this RFA and applying the points set forth below.

## 5.2. Technical Proposal

- 5.2.1. Experience- Surveys (Q1) 30 Points
- 5.2.2. Experience - Data (Q2) 25 Points
- 5.2.3. Ability (Q3) 15 Points
- 5.2.4. Capacity (Q4) 10 Points
- 5.2.5. Data Requirements (Q5) 20 Points

**Total Technical Proposal Points Available 100 Points**

## 6. PROPOSAL PROCESS

### 6.1. Contact Information - Sole Point of Contact

- 6.1.1. The sole point of contact, the Contract Specialist, relative to the proposal process for this RFA, from the RFA issue date until the selection of an Applicant, and approval of the resulting contract by the Governor and Executive Council is:

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

- 6.1.2. 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 Sole Point of Contact listed in Section 6.1.1, herein. Department employees have been directed not to hold conferences and/or discussions concerning this RFA with any potential Vendor during the selection process, unless otherwise authorized by the RFA Sole Point of Contact. Applicants may be disqualified for violating this restriction on communications.

### 6.2. Procurement Timetable

#### Procurement Timetable

(All times are according to Eastern Time. The Department reserves the right to modify these dates at its sole discretion.)



Item	Action	Date
1.	Release RFA	December 12, 2022
2.	Optional Letter of Intent Submission Deadline	December 16, 2022
3.	RFA Questions Submission Deadline	December 23, 2022 <b>12:00 PM</b>
4.	Department Response to Questions Published	January 3, 2023
5.	Proposal Submission Deadline	January 9, 2023 <b>12:00 PM</b>

### 6.3. Letter of Intent

- 6.3.1. A Letter of Intent to submit a Proposal in response to this RFA is optional.
- 6.3.2. Receipt of the Letter of Intent by Department must be required to receive any correspondence regarding this RFA; any RFA amendments, in the event such are produced; or any further materials on this project, including electronic files containing tables required for response to this RFA; any addenda; corrections; schedule modifications; or notifications regarding any informational meetings for Vendors; or responses to comments; or questions.
- 6.3.3. The Letter of Intent must be transmitted by email to the Contract Specialist identified in Subsection 6.1.
- 6.3.4. The Applicant is responsible for successful email transmission. The Letter of Intent must include the name, telephone number, mailing address and email address of the Vendor’s designated contact. The Department must provide confirmation of receipt of the Letter of Intent if the name and email address of the person to receive such confirmation is provided by the Vendor.
- 6.3.5. Notwithstanding the Letter of Intent, Vendors remain responsible for reviewing the most updated information related to this RFA before submitting a proposal.

### 6.4. Questions and Answers

#### 6.4.1. Applicants’ Questions

- 6.4.1.1. 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, by email only,



citing the RFA page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 6.1.

- 6.4.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood must not be answered. Statements that are not questions must not receive a response.
- 6.4.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 6.4.1.4. Questions must be received by the Department by the deadline given in Subsection 6.2, Procurement Timetable.

#### 6.4.2. Department Answers

The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 6.2, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received must be posted on the Department's website at (<https://www.dhhs.nh.gov/doing-business-dhhs/contracts-procurement-opportunities> ). Vendors must be sent an email to the contact identified in the Letters of Intent indicating that the Questions and Answers have been posted on the Department's website. This date may be subject to change at the Department's discretion.

### 6.5. Exceptions

- 6.5.1. The Department must require the successful Applicant to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A, and IT Requirements, which is attached as Appendix E. To the extent that a Vendor believes that exceptions to Appendix A and/or Appendix E must be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the RFA Question Period in Subsection 6.2. Applicants may not request exceptions to the Scope of Services or any other sections of this RFA. The Department must review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.
- 6.5.2. Any exceptions to the standard form contract and exhibits that are not raised by an Applicant during the RFA Question Period may not be considered. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this solicitation.

### 6.6. RFA Amendment

The Department reserves the right to amend this RFA, as it deems appropriate prior to the Proposal 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 Proposal Submission Deadline. Applicants who submitted a Letter of Intent must receive notification of the amendment, and the amended language must be posted on the Department's website.

### **6.7. Proposal Submission**

- 6.7.1. Applications must be submitted electronically to **[rfx@dhhs.nh.gov](mailto:rfx@dhhs.nh.gov)** **AND** the Contract Specialist at the email address specified in Subsection 6.1.
  - 6.7.1.1. The subject line must include the following information: RFA-2023-DBH-01-COMMU (email xx of xx).
  - 6.7.1.2. The maximum size of file attachments per email is 10 MB. Applications with file attachments exceeding 10 MB must be submitted via multiple emails.
- 6.7.2. The Department must receive the Application by the time and date specified in the Procurement Timetable in Section 6 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 6.7.3. The Department must conduct an initial screening step to verify Applicant compliance with the submissions 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 deemed to be in the best interest of the Department.
- 6.7.4. Late submissions that are not accepted must remain unopened. Disqualified submissions must be discarded. Submission of the Applications shall be at the Applicant's expense.

### **6.8. Non-Collusion**

The Applicant's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFA guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Vendors and without effort to preclude the Department from obtaining the best possible competitive proposal.

### **6.9. Collaborative Applications**

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

### **6.10. Validity of Applications**

Applications must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 6.2, or until the Effective Date of any resulting Contract, whichever is later.



### 6.11. Property of Department

All material property submitted and received in response to this RFA must become the property of the Department and must not be returned to the Applicant. The Department reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.

### 6.12. Proposal Withdrawal

Prior to the Proposal Submission Deadline specified in Subsection 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 6.1.

### 6.13. Public Disclosure

- 6.13.1. 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 must post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFA, the Department must post the name, rank or score of each Applicant. The Applicant's disclosure or distribution of the contents of its Proposal, other than to the Department, must be grounds for disqualification at the Department's sole discretion.
- 6.13.2. The content of each Proposal and addenda thereto must become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a Proposal 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 must 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.
- 6.13.3. 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 Proposal section the specific information the Vendor 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.**
- 6.13.4. 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.

#### **6.14. 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 procurement process.

#### **6.15. Liability**

By submitting a Proposal in response to this RFA, an Applicant agrees that in no event shall the Department 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 a Proposal, or for work performed prior to the Effective Date of a resulting contract.

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

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

#### **6.17. Oral Presentations and Discussions**

The Department reserves the right to require some or all Applicants to make oral presentations of their Proposal. The purpose of the oral presentation is to clarify and expound upon information provided in the written Proposal. Applicants are prohibited from altering the original substance of their Applications during the oral presentations. The Department must 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.

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

- 6.18.1. If an Applicant is selected, the Department must send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected 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 must not contact Applicant(s) that are not initially selected to enter into contract negotiations.

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

6.19.1. The Department reserves the right to award a service, part of a service, group of services, or total Proposal 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.

6.19.2. If a contract is awarded, the Vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

### **6.20. 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.

### **6.21. 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.

### **6.22. Contingency**

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

### **6.23. 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 must 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 Proposal to this RFA, or similar request for submission and every such Applicant shall be disqualified from submitting any Proposal 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.

## 7. PROPOSAL OUTLINE AND REQUIREMENTS

### 7.1. Presentation and Identification

#### 7.1.1. Overview

- 7.1.1.1. Acceptable Applications must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3.
- 7.1.1.2. Applications must be submitted electronically as specified in Subsection 6.7.

### 7.2. Technical Response Contents

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

- 7.2.1. **Appendix B - Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 7.2.2. **Appendix C – Transmittal Letter and Vendor Information**, including:
  - 7.2.2.1. **Vendor Code Number** - Prior to executing any resulting contract(s), the selected Vendor(s) will be required to provide a vendor code number issued by the State of New Hampshire Department of Administrative Services upon registering as an authorized vendor with the State. Vendors are strongly encourage to provide a vendor code number in the Appendix C if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>
- 7.2.3. **Appendix D – Vendor Technical Response to Mandatory Questions**
- 7.2.4. **Appendix E – IT Requirements Workbook**
- 7.2.5. **Resumes** – Vendors must provide resumes for those key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this Solicitation. Vendors must redact all personal information from resumes.

## 8. MANDATORY BUSINESS SPECIFICATIONS

### 8.1. Contract Terms, Conditions and Liquidated Damages, Forms



### **8.1.1. Contract Terms and Conditions**

The State of New Hampshire sample contract is attached. The Applicant must agree to contractual requirements as set forth in the Appendix A, P-37 General Provisions and Standard Exhibits. The Applicant must agree to contractual requirements as set forth in the Appendix A, P-37 General Provisions and Standard Exhibits and Appendix E, IT Requirements Workbook.

### **8.1.2. Liquidated Damages**

- 8.1.2.1. The Department may negotiate with the awarded Vendor to include liquidated damages in the Contract in the event any deliverables are not met.
- 8.1.2.2. The Department and the Vendor agree that the actual damages that the Department must sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract must be uncertain in amount and difficult and impracticable to determine. The Vendor acknowledges and agrees that any failure to achieve required performance levels by the Vendor must more than likely substantially delay and disrupt the Department's operations. Therefore, the parties agree that liquidated damages may be determined as part of the contract specifications.
- 8.1.2.3. Assessment of liquidated damages may be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.
- 8.1.2.4. The Department may determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the Department as liquidated damages may be deducted by the Department from any fees payable to the Vendor and any amount outstanding over and above the amounts deducted from the invoice must be promptly tendered by check from the Vendor to the Department.

## **9. ADDITIONAL INFORMATION**

**9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits**

**9.2. Appendix B – CLAS Requirements**

**9.3. Appendix C – Transmittal Letter and Vendor Information**

**9.4. Appendix D – Technical Responses to Questions**

**9.5. Appendix E – IT Requirements Workbook**