



State of New Hampshire
Department of Health and Human Services

REQUEST FOR APPLICATIONS

FOR

COVID-19 Testing and Vaccination Services

RFA-2023-DPHS-05-COVID

RELEASE DATE: July 28, 2022

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New Hampshire Department of Health and Human Services
 COVID-19 Testing and Vaccination Services

1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division of Public Health Services (“Department”) is seeking responses to this Request for Applications (“RFA” or “solicitation”) from qualified Vendors to provide COVID-19 testing, COVID-19 vaccines, or other vaccines as directed by the Department, which includes but is not limited to:

- A minimum of three (3) mobile vaccination teams.
- One (1) COVID-19 public health services team to provide COVID-19 testing, COVID-19 vaccine, or other vaccines as directed by the Department to homebased individuals.
- Scheduling and coordinating COVID-19 testing and vaccinations services.

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

1.2. Key Information

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

Contract Effective Date	September 2022
Contract End Date	September 30, 2023
Renewal Options	The Department may extend contracted services for up to three (3) additional years.
Funding for the resulting contract(s) is anticipated to be approximately:	\$3,000,000
Funding Source	The Department anticipates using Federal funds for resulting contract(s).
Point of Contact	Sara Kelly, Senior Contract Specialist Sara.J.Kelly@dhhs.nh.gov 603-271-9546

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

1.3. Procurement Timetable

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

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Item	Action	Date
1.	Solicitation Released	7/28/2022
2.	Letter of Intent Submission Deadline (optional)	8/3/2022
3.	Questions Submission Deadline	8/5/2022 12:00PM
4.	Department Response to Questions Published	8/12/2022
5.	Vendor Solicitation Response Due Date	8/18/2022 12:00PM

1.4. Background

1.4.1. **New Hampshire Department of Health and Human Services, Division of Public Health Services, Bureau of Emergency Preparedness, Response, and Recovery**

The Bureau of Emergency Preparedness, Response, and Recovery (EPRR) works to build and strengthen the New Hampshire's ability to effectively respond to a range of public health threats, including infectious disease, natural disasters, and biological, chemical, nuclear, and radiological events using an all-hazards approach.

The Department needs to ensure the public has access to the COVID-19 vaccine, including primary dose series for individuals 6 months and older and booster doses for vulnerable populations. Additionally, the Department needs to ensure that COVID-19 PCR and antigen testing services are available statewide.

1.4.2. **Objective**

Throughout the COVID-19 pandemic, the Department has ensured equitable and efficient access to COVID-19 vaccinations and testing services through mobile services. These mobile services provide homebased services and pop-up clinics to serve the hard-to-reach populations, communities with healthcare coverage gaps, and communities disproportionately impacted by COVID-19. In addition, COVID-19 vaccinations and testing services allowed the healthcare system to focus additional resources on patient care while supporting efficient access to services for residents of New Hampshire.

As the CDC continues to expand eligibility for additional booster shots, the Department anticipates additional demand from interested citizens that could potentially exceed existing capacity in the healthcare system. The Department therefore seeks to make additional testing and vaccination capacity available to allow for an efficient response to public demand and to serve high-risk individuals and other populations.

Increased access to COVID-19 vaccines and testing services limits the impacts of community transmission by providing homebased services that are otherwise unavailable, reducing the strain on the healthcare system, and serving populations that may otherwise not have access to these healthcare services. Since 2020, State-provided capacity has supported vaccine access for vulnerable populations and mitigated capacity impacts on healthcare services, both COVID and non-COVID-related.

2. STATEMENT OF WORK

2.1. Scope of Services - COVID-19 Mobile Testing & Vaccination Clinics

- 2.1.1. The selected Vendor(s) must provide a minimum of three (3) mobile teams to administer COVID-19 services which must include:
 - 2.1.1.1. COVID-19 testing:
 - 2.1.1.1.1. Point-of-care antigen tests.
 - 2.1.1.1.2. Laboratory Polymerase Chain Reaction (PCR) tests.
 - 2.1.1.2. COVID-19 vaccinations:
 - 2.1.1.2.1. Primary series.
 - 2.1.1.2.2. Additional doses.
 - 2.1.1.2.3. Booster doses to all eligible vaccine recipients in accordance with the Centers for Disease Control and Prevention Advisory Committee on Immunization Practices, and as directed by the Department.
 - 2.1.1.2.4. Other vaccines at the direction of the Department
- 2.1.2. The selected Vendor(s) must provide a minimum of three (3) vehicles, with a magnet on the vehicle, as approved by the Department, for transportation of mobile testing and vaccination staff and supplies. The selected Vendor(s) must:
 - 2.1.2.1. Ensure the three (3) aforementioned vehicles are available for Department-deployed mobile testing and vaccination services, upon Governor and Executive Council approval.
 - 2.1.2.2. Be responsible for all transportation and vehicle maintenance costs and auto and commercial general liability insurance.
 - 2.1.2.3. Be responsible for all wrap design, placement and removal costs.
 - 2.1.2.4. Ensure the individuals driving the vehicles hold a valid driver's license.
- 2.1.3. The selected Vendor(s) must pay for the wrap design, placement and removal costs of a 10X10 foot canopy tent.

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- 2.1.4. The selected Vendor(s) must coordinate and designate, the location of each mobile services team subject to Department approval, the location of each mobile services team.
- 2.1.5. The selected Vendor(s) must work with the Department to ensure timely coordination of mobile testing and vaccine clinics, including providing a clinic calendar, regular updates on scheduled clinics and notification of clinic changes/cancellations at time of notification.
- 2.1.6. The selected Vendor(s) must have the capacity to place a COVID-19 services clinic at any location in the State of New Hampshire.
- 2.1.7. The selected Vendor(s) must provide at minimum three (3) mobile teams. Each mobile team must:
 - 2.1.7.1. Include up to four (4) personnel, one (1) of which must be at minimum a Registered Nurse (RN);
 - 2.1.7.2. Be available seven (7) days a week, ten (10) hours per day; and
 - 2.1.7.3. When conducting vaccination clinics, include one (1) licensed healthcare practitioner defined as either a Physician (MD/DO), Advanced Practice Registered Nurse (APRN), or Physician's Assistant (PA) available for telehealth consultation to assist in shared clinical decision making for the following:
 - 2.1.7.3.1. Answering clinical questions
 - 2.1.7.3.2. Assisting with consent and medical decision making
 - 2.1.7.3.3. Vaccine Recipient (VR) COVID-19 vaccine education
 - 2.1.7.3.4. Safety of vaccine administration for a specific VR
 - 2.1.7.3.5. Assessing medication interactions
 - 2.1.7.3.6. Determining appropriate timing for vaccine doses
 - 2.1.7.3.7. Answering questions about the vaccine product
 - 2.1.7.3.8. Selection of vaccine brand and timing of doses
 - 2.1.7.3.9. Management of vaccine reactions or adverse side effects
- 2.1.8. The selected Vendor(s) must procure all necessary supplies and equipment to administer vaccinations and conduct testing, including but not limited to:
 - 2.1.8.1. Emergency management medications
 - 2.1.8.2. PPE
 - 2.1.8.3. Point-of-care Antigen tests that are approved by the FDA
 - 2.1.8.4. Vaccine administration supplies

- 2.1.8.5. Other equipment as necessary to fulfill all obligations related to services

2.2. Statement of Work – Homebased COVID-19 Services

- 2.2.1. The selected Vendor(s) must provide one (1) mobile COVID-19 services team to provide COVID-19 testing, as directed by the Department, and vaccines to homebased individuals. COVID-19 services must include:
 - 2.2.1.1. COVID-19 testing:
 - 2.2.1.1.1. Point-of-care antigen tests
 - 2.2.1.1.2. Laboratory PCR tests
 - 2.2.1.2. COVID-19 vaccinations:
 - 2.2.1.2.1. Primary series.
 - 2.2.1.2.2. Additional doses.
 - 2.2.1.2.3. Booster doses to all eligible vaccine recipients in accordance with the Centers for Disease Control and Prevention Advisory Committee on Immunization Practices, and as directed by the Department.
 - 2.2.1.2.4. Other vaccines at the direction of the Department
- 2.2.2. The homebased COVID-19 services team shall consist of a minimum of two (2) personnel, one of which must be a licensed Registered Nurse.
- 2.2.3. The selected Vendor(s) must agree that hours of availability for all teams may include, but are not limited to:
 - 2.2.3.1. Early morning/evening/nighttime hours, holidays, including State and/or Federal Holidays.
 - 2.2.3.2. Reoccurring staffing assignments, which may include daily/weekly staffing of a mobile clinic or a scheduled event.
 - 2.2.3.3. Clinics conducted during inclement weather, which will only be canceled at the discretion of the clinic host or at the direction of the Department.
- 2.2.4. The selected Vendor(s) must coordinate with the Department to schedule mobile COVID-19 mobile services clinics. The selected Vendor(s) must:
 - 2.2.4.1. Provide feedback to the Department on utilization of mobile services.
 - 2.2.4.2. Collaborate with the Department to create protocols that account for the need for efficiency and coordination in scheduling mobile clinic services to administer COVID-19 tests and vaccinations statewide.

- 2.2.4.3. Prioritize equity based or rural clinics at the direction of the Department.
- 2.2.4.4. Receive mobile van deployment requests and prioritize requests as directed by the Department.
- 2.2.4.5. Perform logistical coordination for all mobile clinics.
- 2.2.5. The selected Vendor(s) must reconcile mobile vaccine and supply inventories, in the NH Immunization Information System and/or the State's Vaccine & Immunization Network Interface (VINI), daily or as instructed by the Department.
- 2.2.6. A healthcare practitioner, defined as either a Physician (MD/DO), Advanced Practice Registered Nurse (APRN), or Physician's Assistant (PA), must be available for telehealth consultation during mobile testing operations.

2.3. Statement of Work – Applicable to Subsections 2.1 and 2.2.

COVID-19 Testing Results

- 2.3.1. The selected Vendor(s) must ensure the licensed medical provider ordering COVID-19 tests or COVID designee or the laboratory performing such tests notifies: The selected Vendor(s) must ensure:
 - 2.3.1.1. Patients with positive results confirming the diagnosis of COVID-19 are informed within twenty-four (24) hours of the test result being available from the laboratory:
 - 2.3.1.1.1. By telephone or other electronic method, OR
 - 2.3.1.1.2. By first-class U.S. mail, if telephone or other electronic method is unsuccessful
 - 2.3.1.2. Patients with negative results are informed of test results in a method determined by the Contractor.
- 2.3.2. The selected Vendor(s) must ensure all tests results, both positive and negative, are reported to the Division of Public Health Services through the Electronic Laboratory Reporting (ELR) system, or ensure the laboratory used for processing specimens and conducting testing reports both positive and negative results to the Division of Public Health Services through the ELR system.
- 2.3.3. The Contractors designate laboratory shall report all positive cases of COVID-19 with complete case information within twenty-four (24) hours after the test result is available from the laboratory by fax to (603) 271-0545 to the Division of Public Health Services using the New Hampshire Confidential COVID-19 Case Report Form available at: <https://www.dhhs.nh.gov/dphs/cdcs/covid19/covid19-reporting-form.pdf>
- 2.3.4. The selected Vendor(s) must conduct all PCR tests within 48 hours or less from the time of specimen collection to the time that patients may access or be notified of the test results.

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- 2.3.5. The selected Vendor(s) must not bill or charge the patient, the patient's insurance, or any other third party for the tests, including for specimen collection, supplies, laboratory tests costs, and results notification.

Staffing

- 2.3.6. The selected Vendor(s) must provide licensed medical practitioners, including MDs, Dos, APRNs, and PAs, and additional qualified, medical providers ("Staff"), to be supervised by a licensed medical practitioner and approved by the Department, to provide COVID-19 tests and vaccinations. The selected Vendor(s) must:
- 2.3.6.1. Administer COVID-19 test and/or vaccinations to 100% of individuals referred to the selected vendor by the department on the scheduled date unless:
 - 2.3.6.1.1. The test or vaccine recipient does not make themselves available at the scheduled time;
 - 2.3.6.1.2. The recipient is not cooperative or is non-compliant;
 - 2.3.6.1.3. Circumstances occur that are beyond the reasonable control of the selected vendor; or
 - 2.3.6.1.4. Parental or guardian consent is not verified at the time of the testing or vaccination visit.
 - 2.3.6.2. Hire, maintain and provide properly licensed staff, and ensure the staff performing services under this Agreement possess valid, in good standing, New Hampshire-issued clinical licenses, or a license from a state where the State of New Hampshire has entered a multi-state compact agreement.
 - 2.3.6.3. Coordinate with the Department to ensure vaccination administration documentation is entered into the NH Immunization Information System/VINI, or by a method approved by the Department, within 24 hours of administration.
 - 2.3.6.4. Coordinate with the Department to ensure that in the event a documentation discrepancy is identified, the selected Vendor(s) must correct the discrepancy within 24 hours.
 - 2.3.6.5. Ensure staff attest each working day that they are not experiencing any symptoms of COVID-19, as defined by the Department. When a staff member is experiencing symptoms of COVID-19. The selected Vendor(s) must ensure that the staff member is tested for COVID-19. The selected Vendor(s) must remove any staff member from future work on behalf of this Agreement if the staff member declines COVID-19 testing until the staff member is asymptomatic and would no longer be required to isolate if the test were positive.

- 2.3.6.6. Ensure the staff adhere to isolation and quarantine recommendations issued by the Department, including those related to interstate or international travel. The selected Vendor(s) must remove any staff member from future work on behalf of this Agreement if the staff member does not adhere to required isolation and quarantine.
- 2.3.6.7. Ensure staff complete the Centers for Disease Control and Prevention's COVID-19 Vaccine Training: General Overview of Immunization Best Practices for Healthcare Providers; all manufacturer-specific COVID-19 vaccine trainings; and any additional trainings, as assigned by the Department.
- 2.3.6.8. Ensure all staff tasked with administering COVID-19 vaccinations to recipients under 5 years of age have undergone pediatric specific training in the areas of vaccine administration, clinical communication with pediatric patients, parents and caregivers, and managing pediatric patients with additional needs.
- 2.3.6.9. Ensure the pediatric specific training curriculum shall:
 - 2.3.6.9.1. Utilize resources endorsed by, but not limited to, the Centers for Disease Control, American Academy of Pediatrics, American Academy of Family Physicians, Society of Pediatric Nurses
 - 2.3.6.9.2. Include return-demonstration based competencies
 - 2.3.6.9.3. Be approved by the Department
- 2.3.6.10. Ensure that all staff training curricula, records, and certificates are readily available for review at the request of the Department.
- 2.3.7. The selected Vendor(s) must utilize staff, if applicable, who, within their scope of practice, are qualified to perform services that include, but are not limited to:
 - 2.3.7.1. Conducting physical assessments and screening for contraindications and precautions to vaccination.
 - 2.3.7.2. Administering the COVID-19 vaccine.
 - 2.3.7.3. Administering point of care antigen COVID-19 antigen tests and interpret test results.
 - 2.3.7.4. Administering PCR based COVID-19 tests.
 - 2.3.7.5. Monitoring vital signs.
 - 2.3.7.6. Observing for adverse reactions after vaccination for 15 minutes or 30 minutes after vaccination, as appropriate.
 - 2.3.7.7. Responding to medical emergencies, as applicable.

- 2.3.7.8. Promoting vaccine confidence, providing evidence-based education of vaccine efficacy, and recruiting potentially eligible recipients for vaccination during mobile clinics.
- 2.3.8. The selected Vendor(s) must ensure a Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN), or Physician's Assistant (PA), in alignment with their respective scope of practice, is available to provide the following services, which shall include, but is not limited to:
 - 2.3.8.1. Medical oversight
 - 2.3.8.2. Standing orders for COVID-19 tests and COVID-19 vaccinations
 - 2.3.8.3. Emergency protocols
 - 2.3.8.4. Clinical expertise (both in-person or by telehealth)
 - 2.3.8.5. Ability to prescribe medication in the State of New Hampshire
 - 2.3.8.6. Real-time medical direction during clinic operations
- 2.3.9. The selected Vendor(s) must make all reasonable efforts to provide replacement staff or medical practitioners for the remainder of the agreement period in the event a staff member or medical practitioner is unable to fulfil the prescribed mobile or homebased clinic needs due to illness, injury or other unforeseen circumstances.
- 2.3.10. The selected Vendor(s) must provide all licensed medical providers administering COVID-19 tests or vaccines copies of standing orders and emergency protocols as adapted and developed by the selected from national guidelines.
- 2.3.11. The selected Vendor(s) must provide all licensed medical providers administering COVID-19 tests or vaccines copies of standing orders and emergency protocols as adapted and developed by the selected from national guidelines.
- 2.3.12. The selected Vendor(s) must ensure all personnel collecting, handling, processing and transporting specimens are trained to safeguard the confidentiality of the patient and protected health information (PHI), as defined in the Health Information Portability and Accountability Act (HIPAA).
- 2.3.13. The selected Vendor(s) must ensure the secure and confidential transporting of specimens to the laboratory.

Vaccination Administration

- 2.3.14. The Department shall supply the selected Vendor(s) with the COVID-19 vaccine for administration to individuals as per State guidelines.
- 2.3.15. The selected Vendor(s) must obtain self-attestations from vaccine recipients to assess their eligibility for additional doses beyond a primary COVID-19 vaccine series as defined by current Centers for Disease Control and Prevention and/or Advisory Committee on Immunization Practices adult and pediatric vaccine schedules and recommendations.

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- 2.3.16. The selected Vendor(s) must strategically prepare for the administration of COVID-19 vaccine doses to individuals newly recommended for initial or additional doses per Federal and State approval.
- 2.3.17. The selected Vendor(s) must procure other necessary supplies to conduct vaccinations, including, but not limited to, emergency management medications and other equipment.
- 2.3.18. The selected Vendor(s) must complete documentation of the vaccine recipient administration record within the NH Immunization Information System, VINI, or other electronic system as determined by the Department, including all required demographic data, including but not limited to:
 - 2.3.18.1. Full legal name
 - 2.3.18.2. Physical address and/or mailing address
 - 2.3.18.3. Date of birth
 - 2.3.18.4. Race
 - 2.3.18.5. Ethnicity
 - 2.3.18.6. Gender and/or sex assigned at birth
 - 2.3.18.7. Phone if provided
 - 2.3.18.8. E-mail address if provided
- 2.3.19. The selected Vendor(s) must retain all vaccine administration data in an electronic health record system for individuals who opt-out of the NH IIS system.
- 2.3.20. The selected Vendor(s) must ensure all needle stick or other blood borne pathogen incidents are managed at the time of injury according to established guidance and procedure outlined by the contractor.
- 2.3.21. The selected vendor must report all vaccine errors and immediate adverse reactions to the Vaccine Adverse Event Reporting System (VAERS) from the Centers for Disease Control & Prevention by the end of the clinic day.
- 2.3.22. The selected Vendor(s) must report all non-vaccination and non-testing related incidents which have the potential to disrupt or cease clinic operations, compromise clinic safety, or an event considered abnormal when compared to normal clinic operations, using the Incident Report Form provided by the Department.
- 2.3.23. The selected Vendor(s) must provide all communication access services and supply any equipment or resources necessary to provide communication access at no cost to the test or vaccine recipient or the Department
- 2.3.24. The selected Vendor(s) must adhere to the requirements detailed in the COVID-19 Vaccination Program Provider Agreement that is in place with the Department.
- 2.3.25. The selected Vendor(s) must provide the Department with a contact number to facilitate field communications. The selected vendor will be responsible for any and all cost associated with this mobile contact number. If that individual is not

available, the selected Vendor(s) must provide the Department with an alternate contact number.

- 2.3.26. The selected Vendor(s) must maintain security and maintenance of any Department-supplied equipment ensuring that, should the equipment become lost or damaged, replacement of the equipment is at the sole expense of the selected vendor.
- 2.3.27. The selected Vendor(s) must be provided with a minimum of forty-eight (48) hours advanced notice when the Department needs medical practitioners to be on-site of a clinic. The work schedule may be modified as agreed upon by the Department and selected vendor.
- 2.3.28. The selected Vendor(s) must be responsible for supplying all telehealth services at no cost to the vaccine recipient or the Department.

Confidentiality

- 2.3.29. The selected Vendor(s) must transmit Confidential Information to the Division of Public Health Services by means of a secure file transport protocol (sFTP) or secure fax provided by the Department and agreed to by the parties and approved by the Department's Information Security Officer.
 - 2.3.29.1. Any individual seeking credentials to access the sFTP site shall sign and return to the Department a "Data Use and Confidentiality Agreement" (Attachment A) when requesting sFTP account.
- 2.3.30. The selected Vendor(s) must transmit the Confidential Information to the Division of Public Health Services as required by statute and this Agreement, namely:
 - 2.3.30.1. All test results, including but not limited to positive and negative results, shall be reported electronically via electronic laboratory reporting procedures, also referred to as "ELR," as noted above.
 - 2.3.30.2. Test results shall be provided to the patient within 24 hours of after the test being completed at the reference laboratory.
 - 2.3.30.3. As necessary, the Contractor agrees to comply with any request to correct or complete the data once transmitted to the Division of Public Health Services.
- 2.3.31. The selected Vendor(s) must not require an office or telemedicine visit in order for patients to receive COVID-19 testing.
- 2.3.32. The selected Vendor(s) must provide Confidential Information as required by the Contract, RSA 141-C:7, 141-C:9, RSA 141-C:10, and in a form required by He-P 301.03 and the "New Hampshire Local Implementation Guide for Electronic Laboratory Reporting for Communicable Disease and Lead Test Results Using HL7 2.5.1," Version 4.0 (5/23/2016), found at: <https://www.dhhs.nh.gov/dphs/bphsi/documents/elrguide.pdf>.
- 2.3.33. The selected Vendor(s) must ensure the collection, handling, processing and testing of specimens comply with guidelines issued by the Centers for Disease Control and Prevention (CDC), available at

<https://www.cdc.gov/coronavirus/2019-nCoV/lab/guidelines-clinical-specimens.html> and by the laboratory used for processing specimens.

- 2.3.34. The selected Vendor(s) must ensure patients provide appropriate consent, prior to vaccination administration or collection of specimens, to authorize testing at the laboratory and reporting to the ordering medical provider, the Department, and any other individual or entity designated to receive the test results.

Communication and outreach

- 2.3.35. The selected Vendor(s) must provide mobile internet services to allow for interpretation services, telehealth services, access to the NH Immunization Information System, VINI, or other systems directed by the Department in order to support real-time operations.

- 2.3.36. The selected Vendor(s) must identify any communication access needs to ensure needed language assistance is provided, which may include, but is not limited to:

2.3.37. Over-the-phone interpretation of spoken languages.

2.3.38. Video remote interpretation to access American Sign Language.

- 2.3.39. The selected Vendor(s) must provide communication and language assistance at all points of contact in accessing COVID-19 testing to individuals with communication access needs, including individuals with limited English proficiency, or individuals who are deaf or have hearing loss.

- 2.3.40. The selected Vendor(s) must utilize existing communication methods to inform the local community of the availability of outpatient COVID-19 testing, how and when patients can access the services, and the location of the specimen collection site. Communication methods may include, but are not limited to:

2.3.40.1. The Contractor's website.

2.3.40.2. Written and verbal outreach to community partners.

2.3.40.3. Social media platforms.

- 2.3.41. The selected Vendor(s) must ensure any marketing materials abide by existing requirements for communication access, including but not limited to:

2.3.41.1. Ensuring vital and significant materials are made available in additional languages, as appropriate, and translated by qualified, competent translation providers, as follows:

2.3.41.2. Ensuring translation is required for languages depending on factors including the number and proportion of LEP persons served or likely to seek services in the Contractor's service areas, and the frequency with which LEP individuals come into contact with the Contractor's programs, activities and services.

2.3.41.3. Ensuring notification on all materials and contact is of the availability of free communication access and language assistance for any individuals who may require it.

- 2.3.42. The selected Vendor(s) must conduct outreach to vulnerable populations and minority populations, including but not limited to notifying partner organizations who work with these populations about the availability of COVID-19 vaccination services.
- 2.3.43. The selected Vendor(s) must participate in meetings with the Department on an annual basis, or as otherwise requested by the Department.
- 2.3.44. The selected Vendor(s) must operate and maintain a coordination center to support the following functions:
 - 2.3.44.1. Schedule and coordinate testing and vaccination appointments and homebased vaccination appointments and mobile clinic requests.
 - 2.3.44.2. Provide COVID-19 test results, upon confirmation that the consent form is on file and the individual can confirm identity.
- 2.3.45. The Contractor will provide as part of the implementation:
 - 2.3.45.1. A Project Work Plan.
 - 2.3.45.2. Knowledge management, training, coaching and scripts to support CSRs.
 - 2.3.45.3. A Training Plan which shall include activities and content development sufficient to support call resolution and issue escalation, including reviewing and finalizing call scripts, FAQ scripts, orientation and practice calls.
- 2.3.46. The selected Vendor(s) must operate the coordination center Monday through Friday, 9am to 5pm Eastern Time.
- 2.3.47. The selected Vendor(s) must operate the coordination center on State and Federal holidays or at the direction of the Department.
- 2.3.48. The selected Vendor(s) must offer a toll-free number and receive all inbound calls at no additional expense to the caller or the Department.
- 2.3.49. The selected Vendor(s) must ensure the phone system provide for relay service as necessary to facilitate communication.
- 2.3.50. **Reporting**
 - 2.3.50.1. The selected Vendor(s) must submit weekly reports to the Department on the following:
 - 2.3.50.1.1. Completion of deployment tracking sheet daily, in a format and file type as agreed upon and approved by the Department.
 - 2.3.50.1.2. Number of and location (by municipality) of tests and vaccinations provided to homebound individuals
 - 2.3.50.1.3. Number of and location (by municipality) of tests and vaccinations provided at clinics

2.3.50.1.4. Number and type of calls.

2.3.50.1.5. Vaccine wastage

2.3.50.2. The selected Vendor(s) must submit daily reports to the Department on any adverse reactions or unusual occurrences that occur, to include the following:

2.3.50.2.1. Vaccination errors.

2.3.50.2.2. Needlestick injuries.

2.3.50.2.3. Adverse reactions by individuals experienced at the vaccination clinic site.

2.3.50.2.4. Use of epinephrine auto-injectors.

2.3.50.2.5. As may be indicated, root cause analysis post incident.

2.3.50.2.6. Completion of Equitable Vaccine Administration Information, in a format and file type as agreed upon and approved by the Department.

2.4. Mandatory Questions

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

Q1 – Describe, in narrative form, your ability to perform the entire scope of work in this RFA, including any specialized certifications, classes, trainings and/or seminars attended. Please include resumes and an organizational chart.

Q2 – Describe your knowledge of the COVID-19 testing and vaccinations service needs including but not limited to ensuring services to individuals with limited or no access to routine healthcare populations.

Q3 – Describe, in narrative form, your experience providing COVID-19 testing and vaccination services as outlined in this RFA.

Q4 – Describe, in narrative form, your knowledge and experiences providing telehealth services.

2.5. Compensation

2.5.1. Funding is anticipated to be available for the resulting contract as follows:

Monthly Base Cost of Services - Vaccine		
	Section 2.1. COVID-19 Mobile Testing 7 Vaccination Clinics (3 Vans) (Based on an average of 2,500 Doses/Month)	Section 2.2. Homebased COVID-19 Services (Based on an average of 500 Doses/Month)
Per Week Cost	\$100,000	\$75,000
Monthly	\$400,000	\$300,000

New Hampshire Department of Health and Human Services
COVID-19 Testing and Vaccination Services

Additional Cost of Services - Vaccine		
	Mobile Vaccination Clinics (3 Vans)	Homebased COVID-19 Services
Vaccine (per dose)	\$100	\$250
Additional Cost of Services - Testing		
	Mobile Vaccination Clinics (3 Vans)	Homebased COVID-19 Services
Test - Antigen	\$100	\$100
Test - PCR	\$150	\$150
Total Agreement cost shall not exceed \$3,000,000 for the Agreement period		

2.5.2. Above cost are all inclusive of the services listed in Section 2.1 Statement of Work
 - Applicable to 2.1 and 2.2., including but not limited to:

- 2.5.2.1. Travel time.
- 2.5.2.2. Personnel.
- 2.5.2.3. Driving cost.
- 2.5.2.4. Supplies.
- 2.5.2.5. Rent.
- 2.5.2.6. Equipment.
- 2.5.2.7. Communication cost.
- 2.5.2.8. Other associated costs, as approved by the Department, but excluding those items to be provided by the Department at no cost to Contractor.

3. SOLICITATION RESPONSE EVALUATION

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

TECHNICAL RESPONSE	POSSIBLE SCORE
Ability (Q1)	50 Points
Knowledge (Q2)	50 Points
COVID-19 Testing and Vaccination Experience (Q3)	50 Points
Telehealth Experience (Q4)	30 Points
MAXIMUM POSSIBLE SCORE	180 Points

4. SOLICITATION RESPONSE PROCESS

4.1. Letter of Intent

- 4.1.1. A Letter of Intent to submit a Response to this solicitation is optional.
- 4.1.2. Receipt of the Letter of Intent by Department will be required to receive electronic notification of any solicitation amendments, in the event such are produced; any further materials on this project, including electronic files containing tables required for response to this solicitation; any addenda, corrections, or schedule modifications; notifications regarding any informational meetings for Vendors; or responses to comments or questions.
- 4.1.3. The Letter of Intent must be transmitted by email to the Contract Specialist identified in Subsection 1.2 and include the name, telephone number, mailing address and email address of the Vendor's designated contact. Notwithstanding the Letter of Intent, Vendors remain responsible for reviewing the most updated information related to this solicitation before submitting a response.

4.2. Questions and Answers

4.2.1. Vendors' Questions

- 4.2.1.1. All questions about this Solicitation including, but not limited to, requests for clarification, additional information or any changes to the Solicitation must be made in writing, by email only, citing the Solicitation page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 1.2.
- 4.2.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 4.2.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 4.2.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

4.2.2. Department Responses

- 4.2.2.1. The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 1.3, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at (<https://www.dhhs.nh.gov/doing-business-dhhs/contracts-procurement-opportunities>). This date may be subject to change at the Department's discretion.

4.2.3. Exceptions

- 4.2.3.1. The Department will require the successful Vendor to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a

Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the Question Period in Subsection 1.3. Vendors may not request exceptions to the Scope of Services or any other sections of this Solicitation.

- 4.2.3.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion in its response to Vendor questions.
- 4.2.3.3. Any exceptions to the standard form contract and exhibits that are not raised by a Vendor during the Question Period may not be considered. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this Solicitation.

4.3. Solicitation Amendment

- 4.3.1. The Department reserves the right to amend this Solicitation by publishing any addenda, as it deems appropriate, prior to the Submission Deadline on its own initiative or in response to issues raised through Vendor questions. In the event that an addendum is published, the Department, at its sole discretion, may extend the Submission Deadline.

5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

- 5.1. Responses to this Solicitation must be submitted electronically via email to rfx@dhhs.nh.gov **AND** to the Contract Specialist at the email address specified in Subsection 1.2.

- 5.1.1. The subject line must include the following information:

RFA-2023-DPHS-05-COVID (email xx of xx).

- 5.2. The maximum size of file attachments per email is 10 MB. Submissions with file attachments exceeding 10 MB must be sent via multiple emails.
- 5.3. The Department must receive submissions by the time and date specified in the Procurement Timetable in Section 1.3 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 5.4. The Department will conduct an initial screening step to verify Vendor compliance with the requirements of this Solicitation. The Department may waive or offer a limited opportunity for a Vendor to cure immaterial deviations from the Solicitation requirements if it is deemed to be in the best interest of the Department.
- 5.5. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of solicitation responses shall be at the Vendor's expense.

6. SOLICITATION RESPONSE REQUIREMENTS

- 6.1. Acceptable solicitation responses must offer all services identified in Section 2 - Statement of Work, unless an allowance for partial scope is specifically described in Section 2.

6.2. Technical Response Contents

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

- 6.2.1. **Appendix B, Contract Monitoring Provisions**, including:
 - 6.2.1.1. **Audited Financial Statements** (four (4) most recently completed fiscal years or other acceptable financial documentation as specified in Appendix B, Contract Monitoring Provisions).
- 6.2.2. **Appendix C - Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 6.2.3. **Appendix D – Transmittal Letter and Vendor Information**, including:
 - 6.2.3.1. **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 D if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>
- 6.2.4. **Appendix E – Vendor Technical Response to Mandatory Questions**
- 6.2.5. **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.

7. ADDITIONAL TERMS AND REQUIREMENTS

7.1. Non-Collusion

The Vendor's required signature on the Appendix D – Transmittal Letter and Vendor Information submitted in response to this Solicitation guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Vendors and without effort to preclude the Department from obtaining the best possible competitive solicitation response.

7.2. Collaborative Solicitation Responses

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

7.3. Validity of Solicitation Responses

Solicitation responses must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 1.3, or until the Effective Date of any resulting contract, whichever is later.

7.4. Debarment

Vendors who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this solicitation.

7.5. Property of Department

Any material property submitted and received in response to this solicitation will become the property of the Department and will not be returned to the Vendor. The Department reserves the right to use any information presented in any solicitation response provided that its use does not violate any copyrights or other provisions of law.

7.6. Solicitation Response Withdrawal

Prior to the Response Submission Deadline specified in Subsection 1.3, Procurement Timetable, a submitted Letter of Intent or solicitation responses may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 1.2.

7.7. Confidentiality

- 7.7.1. Pursuant to RSA 21-G:37, the content of responses to this solicitation must remain confidential until the Governor and Executive Council have awarded a contract. The Vendor's disclosure or distribution of the contents of its solicitation response, other than to the Department, will be grounds for disqualification at the Department's sole discretion.

7.8. Public Disclosure

- 7.8.1. The information submitted in response to this solicitation (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know laws, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this solicitation will be made accessible to the public online via the New Hampshire Secretary of State website (<https://sos.nh.gov/>).
- 7.8.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this solicitation should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the person listed as the point of contact for this solicitation, identifying the specific page number and section of the information considered to be confidential, commercial or financial and providing the rationale for each designation. Marking or designating an entire submission, attachment or section as confidential shall neither be accepted nor honored by the Department. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are "confidential."
- 7.8.3. Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the Department as not conforming to the requirements of the solicitation.

- 7.8.4. Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in responses or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.
- 7.8.5. Notwithstanding a Vendor's designations, the Department is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in response to the solicitation. If a request is made to the Department to view or receive copies of any portion of the response that is marked confidential, the Department shall first assess what information it is obligated to release. The Department will then notify the Vendor that a request has been made, indicate what, if any, information the Department has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the response. To halt the release of information by the Department, a Vendor must initiate and provide to the Department, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.
- 7.8.6. By submitting a response to this solicitation, Vendors acknowledge and agree that:
- 7.8.7. The Department may disclose any and all portions of the response or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this solicitation;
- 7.8.8. The Department is not obligated to comply with a Vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and
- 7.8.9. The Department may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

7.9. Electronic Posting of RFP Results and Resulting Contract

- 7.9.1. At the time of receipt of responses, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this solicitation, the Department will post the name, rank or score of each responding Vendor. In the event that the resulting contract does not require Governor & Executive Council approval, the Agency will disclose the rank or score at least five (5) business days before final approval of the contract.
- 7.9.2. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this solicitation, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a response to this solicitation, vendors acknowledge and agree that, in accordance with the above-mentioned statutes and policies, (and regardless of whether any specific request is made to view any document

relating to this solicitation), any contract resulting from this solicitation that is submitted to G&C for approval will be made accessible to the public online.

7.10. Non-Commitment

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

7.11. Liability

By submitting a response to this solicitation, the Vendor agrees that in no event shall the Department be either responsible for or held liable for any costs incurred by a Vendor in the preparation or submittal of or otherwise in connection with a solicitation response, or for work performed prior to the Effective Date of a resulting contract.

7.12. Request for Additional Information or Materials

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

7.13. Oral Presentations and Discussions

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

7.14. Successful Vendor Notice and Contract Negotiations

If a Vendor is selected, the Department will send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Vendor(s), all submitted solicitation responses remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Vendor(s), the evaluation team may recommend another Vendor. The Department will not contact Vendor(s) that are not initially selected to enter into contract negotiations.

7.15. Scope of Award and Contract Award Notice

- 7.15.1. The Department reserves the right to award a service, part of a service, group of services, or total solicitation response and to reject any and all solicitation responses in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.
- 7.15.2. If a contract is awarded, the selected Vendor(s) must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

7.16. Site Visits

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

7.17. Protest of Intended Award

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

7.18. Contingency

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

7.19. Ethical Requirements

From the time this solicitation is published until a contract is awarded, no Vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded a solicitation, or similar submission. Any Vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting a response to this solicitation, or similar request for submission and every such Vendor shall be disqualified from submitting any solicitation response or similar request for submission issued by any state agency. A Vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

7.20. Liquidated Damages

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

8. COMPLIANCE

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

8.2. The selected Vendor(s) may be required to participate in monitoring activities for the resulting contract(s), at the sole discretion of the Department, including, but not limited to:

- 8.2.1. Site visits.
- 8.2.2. File reviews.
- 8.2.3. Staff training.

8.3. Records

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

- 8.3.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the selected Vendor(s) in the performance of the resulting contract(s), and all income received or collected by the selected Vendor(s).
- 8.3.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.3.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which 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.
- 8.3.1.4. Medical records on each patient/recipient of services that opt-out of the State's Immunization Information System.

8.3.2. During the term of the resulting contract(s) and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting contract(s) for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the resulting contract(s) and upon payment of the price limitation hereunder, the selected Vendor(s) and all the obligations of the parties hereunder (except such obligations as, by the terms of the resulting Contract(s) are to be performed after the end of the term of the contract(s) and/or survive the termination of the Contract(s)) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Vendor(s) as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor(s).

8.4. Credits and Copyright Ownership

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

8.5. Culturally and Linguistically Appropriate Services

- 8.5.1. Vendors are required to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, in conducting their programs and activities.
- 8.5.2. Vendors are required to complete Appendix C, Culturally and Linguistically Appropriate Services (CLAS) Requirements as part of their solicitation response. This is in accordance with Federal civil rights laws and intended to help inform Vendors’ program design, which in turn, will allow Vendors to put forth the best possible solicitation response.
- 8.5.3. If awarded a contract, the selected Vendor(s) will be:
 - 8.5.3.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and
 - 8.5.3.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, as made available by the Department.

8.6. Background Checks

- 8.6.1. The selected Applicant shall ensure that all employees and subcontractors providing services under this Agreement have undergone a criminal background check and have no convictions for crimes that represent evidence of behavior that could endanger client served under this resulting contract.

8.7. Confidential Data

- 8.7.1. The selected Vendor(s) must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Exhibit K, DHHS Information Security Requirements.
- 8.7.2. The selected Vendor(s) must ensure any staff and/or volunteers involved in delivering services through the resulting contract(s) sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Exhibit K, The selected Vendor(s) must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor(s) must provide attestations upon Department request.
- 8.7.3. Upon request, the selected Vendor(s) must allow the Department to conduct a Privacy Impact Assessment (PIA) of its system if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the selected Vendor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 8.7.3.1. How PII is gathered and stored;
 - 8.7.3.2. Who will have access to PII;
 - 8.7.3.3. How PII will be used in the system;
 - 8.7.3.4. How individual consent will be achieved and revoked; and
 - 8.7.3.5. Privacy practices.
- 8.7.4. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

8.8. Contract End-of-Life Transition Services

- 8.8.1. If applicable, upon termination or expiration of the resulting Contract(s), the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the selected Vendor(s) to the Department and, if applicable, the Vendor engaged by the Department to assume the Services previously performed by the selected Vendor(s) for this section the new vendor shall be known as "Recipient"). Contract end of life services shall be provided at no additional cost. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the selected Vendor(s) must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the selected Vendor(s).
- 8.8.2. The selected Vendor(s) must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the selected

Vendor(s) and their Affiliates 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 selected Vendor(s) to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

- 8.8.3. 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 Department, along with the inventory document, once transition of State Data is complete.
- 8.8.4. The internal planning of the Transition Services by the selected Vendor(s) and its Affiliates shall be provided to the Department and if applicable the Recipient on a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 8.8.5. Should the data Transition extend beyond the end of the resulting Contract(s), the selected Vendor(s) and its affiliates agree Contract Information Security Requirements, and if applicable, the Department’s Business Associates Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 8.8.6. In the event where the selected Vendor(s) has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and selected Vendor(s) will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.

8.9. Website and Social Media

- 8.9.1. The selected Vendor(s) must agree that if performance of services on behalf of the Department involve using social media or a website for marketing to solicit information of individuals, or Confidential data, the 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 of the Department’s and NH Department of Information Technology’s website and social media requirements and policies.
- 8.9.2. The selected Vendor(s) must agree protected health information (PHI), personal information (PI), or other confidential information solicited either by social media or the website maintained, stored or captured shall not be further disclosed unless expressly provided in the contract. The solicitation or disclosure of PHI, PI, or other confidential information shall be subject to the Information Security Requirements Exhibit, the Business Associates Agreement Exhibit and all applicable state rules and state and federal law. Unless specifically required by the contract and unless clear notice is provided to users of the website or social media, the selected Vendors agree that site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.

8.10. Audit Requirements

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

9. APPENDICES TO THIS SOLICITATION

- 9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 9.2. Appendix B – Contract Monitoring Provisions**
- 9.3. Appendix C – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 9.4. Appendix D – Transmittal Letter and Vendor Information**
- 9.5. Appendix E – Technical Response to Questions**