



State of New Hampshire
Department of Health and Human Services

REQUEST FOR APPLICATIONS

FOR

Strength to Succeed

RFA-2024-DCYF-02-STREN

RELEASE DATE: March 6, 2023

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1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division for Children, Youth and Families (“Department”) is seeking responses to this Request for Applications (solicitation) from qualified Vendors to provide the Strength to Succeed program services to children, parents, and caregivers who are undergoing an assessment by the Department and are affected by a substance use disorder or mental illness.

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	July 1, 2023	
Contract End Date	June 30, 2025	
Renewal Options	The Department may extend contracted services for up to four (4) additional years.	
Funding for the resulting contract(s) is anticipated to be approximately as follows:	An overall funding amount of \$3,489,918, \$1,744,959 per SFY, based on a rate of \$38.50 for every fifteen (15) minute increment of service provided and on a cost reimbursement basis for services not billable to Medicaid.	
Funding Source	The Department anticipates using Federal and General funds for resulting contract(s).	
	Assistance Listing #	93.778
	Award Name	Centers for Medicare & Medicaid Services
Match Requirements	NA	
Point of Contact	Molly Oliver, Contract Specialist Molly.S.Oliver@dhhs.nh.gov 603-271-9583	
From the date of release of this solicitation until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Department regarding this solicitation is prohibited unless first approved by the Point of Contact listed above. Department employees have been directed not to hold conferences and/or discussions concerning this solicitation with any potential contractor during the selection process, unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating this restriction on communications.		

1.3. Procurement Timetable

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.		
Item	Action	Date
1.	Solicitation Released	3/6/2023
2.	Questions Submission Deadline	3/13/2023 12:00PM
3.	Department Response to Questions Published	3/24/2023
4.	Vendor Solicitation Response Due Date	3/31/2023 12:00PM

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Division for Children, Youth and Families

The New Hampshire Department of Health and Human Services (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, providers, other state and local entities, and NH citizens.

The Department’s Division for Children, Youth and Families (DCYF) provides and manages services that strengthen families, keep children safe, and help families thrive. Through its responsibilities in both Child Protection and Juvenile Justice, DCYF works to support children, youth, and families together in their own homes and communities whenever possible. To achieve this, DCYF partners closely with families, the provider community, and other Department divisions.

1.4.2. Objective

This program focuses on select high-risk populations to address the substance use disorder and mental health crisis through a set of prevention, treatment, and recovery services and supports.

When a referral is brought to the attention of DCYF, DCYF conducts an assessment to determine the risk factors and indicators within the family/household. A significant number of families are referred to DCYF with concerns regarding mental health and substance use disorder that impact parenting ability and capacity and have negative effects on the children and youth. DCYF tracks risk factors and indicators when child abuse/neglect reports are made. Data indicates a significant percentage of reports include substance misuse and/or mental health. A majority of DCYF clients have mental health issues, often with co-occurring substance use.

NH's existing DCYF system includes home-based programming via a case manager. However, there is limited ability for this approach to effectively utilize strategies associated with building protective factors for the child, provide necessary parenting education and address problem behaviors in children. Case managers may also not have adequate training to address substance use disorder and mental health issues.

The Strength to Succeed program will support individuals involved with DCYF due to concerns of mental health and/or substance use disorder by providing a Parent Partner role. Staff provided by the Vendor(s) must have lived experience with DCYF, meet the necessary qualifications, and hold a Certified Recovery Support Worker (CRSW) certification to provide individual and group support to clients. Additionally, the Vendor(s) will provide group and individual supports for the parents, caregivers and/or relatives for each youth who is determined to benefit from the assessment process.

The intention for this program is to utilize evidence-based prevention program and training for the Strength to Succeed and DCYF staff. These programs will include programs focusing on not only substance use disorder, but also parenting programs, such as Nurturing Parenting, Recovery Curriculum and Forever Hope. There will be components incorporated within this program that will support families in Peer Recovery Support, Home Visiting Programming, Parent and Child Substance Use Education and Additional Relative Caregiver Support. The program will provide relative/kin support groups for those who are providing the care to the children and youth removed from their parent's care.

The Department intends to utilize an evidence-based prevention program and training for all DCYF staff that will allow them to implement trauma-informed, recovery-oriented, and public health approaches for parents who are misusing substances, while maintaining a strong focus on the safety and welfare of children.

1.4.3. Covered Populations

Children and families with substance use disorder, mental health, or chronic neglect who are involved with DCYF, including but not limited to: children, birth parents, foster parents, grandparents, other caregivers, siblings, fictive kin, families with open DCYF cases, and families undergoing a DCYF assessment.

1.5. Terminology

American Society of Addiction Medicine (ASAM) – ASAM is a professional society representing over 3,500 physicians, clinicians, and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: <http://www.asam.org/>

Certified Recovery Support Workers (CRSW) – A Certified Recovery Support Worker is an individual certified by the NH Licensing Board of Alcohol and Other Drug Use Professionals to provide recovery support services pursuant to RSA 330-C (<http://www.gencourt.state.nh.us/rsa/html/XXX/330-C/330-C-mrg.htm>) and the associated administrative rules.

Integrated Delivery Networks (IDN) – Regional provider networks that participate in the New Hampshire Building Capacity for Transformation 1115 Medicaid Waiver projects. IDNs are made up of multiple community-based social service organizations, hospitals, county facilities, primary care providers, and behavioral health providers (both mental health and substance use disorder), who partner to design and implement projects to build behavioral health capacity, promote integration of primary care and behavioral health, facilitate smooth transitions in care, and prepare for alternative payment models.

Parent Partner Program – A program within DCYF designed to promote parent voice, engagement and leadership. The Parent Partner program is comprised of parents who have a history with the agency serving in an advisory and consultative capacity. The mission of the program is to plan, design, create, manage, and sustain programs and strategies to bring the voices of fathers and mothers to create positive changes in child welfare practices and policies to improve the lives of children and youth, increase reunifications, support, and strengthen New Hampshire's families.

Permanency Decision – A determination of the living arrangements for a child in accordance with the Adoption and Safe Families Act of 1997. More information regarding the permanency timeframe is available at: <https://www.gpo.gov/fdsys/pkg/PLAW-105publ89/pdf/PLAW-105publ89.pdf>.

Rule He-W513 – The State rule governing the administration of the Medicaid benefit for Substance Use Disorder services.

Solution Based Casework (SBC) - SBC is a family-centered practice model of child welfare assessment, case planning, and ongoing casework which combines problem-focused relapse prevention approaches that evolved from work with addiction, violence, and helplessness, with solution-focused models that evolved from family systems casework and therapy.

Structured Analysis Family Evaluation (SAFE) – The copyrighted, structured home study methodology and evidence-based forms obtained through the Consortium for Children by providers who have been trained and certified in their use.

Substance Use Disorders (SUD) – When the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.

2. STATEMENT OF WORK

2.1. Scope of Services

2.1.1. The selected Vendor(s) must create and implement programs to reduce and mitigate childhood trauma by:

- 2.1.1.1. Increasing access to and participation in evidence-based home visiting services;
- 2.1.1.2. Reducing the child's risk of substance use issues; and
- 2.1.1.3. Increasing training opportunities for the early childhood and home visiting workforce in substance misuse prevention, recovery, and trauma-informed care so that the workforce is better prepared to address the challenges of this population.
- 2.1.2. The selected Vendor(s) must engage, educate, and empower parents and primary caregivers in a peer-to-peer model to increase family protective factors and reduce risk factors in order to better support childhood social and emotional needs by:
 - 2.1.2.1. Fostering positive parent/primary caregiver child attachment;
 - 2.1.2.2. Increasing parent/primary caregiver knowledge about childhood development and learning;
 - 2.1.2.3. Increasing resiliency and social connectedness in parents/primary caregivers; and
 - 2.1.2.4. Educating parents on the topic of trauma for children and the risk continued substance use poses to the child.
- 2.1.3. The selected Vendor(s) must assist in developing a strong collaboration between divisions within the Department to provide services to children and families with substance use disorder and/or mental illness who are involved with DCYF, including, but not limited to:
 - 2.1.3.1. Children.
 - 2.1.3.2. Birth parents.
 - 2.1.3.3. Foster parents.
 - 2.1.3.4. Grandparents.
 - 2.1.3.5. Other caregivers.
 - 2.1.3.6. Siblings.
 - 2.1.3.7. Fictive kin.
 - 2.1.3.8. Families with open DCYF cases (Child Protective Services and applicable Juvenile Justice Services cases).
 - 2.1.3.9. Families undergoing a DCYF assessment.
- 2.1.4. The selected Vendor(s) must provide services to children and families statewide within the following DCYF District Offices service areas:
 - 2.1.4.1. Berlin.
 - 2.1.4.2. Claremont.

- 2.1.4.3. Concord.
- 2.1.4.4. Conway.
- 2.1.4.5. Keene.
- 2.1.4.6. Laconia.
- 2.1.4.7. Littleton.
- 2.1.4.8. Manchester.
- 2.1.4.9. Rochester.
- 2.1.4.10. Seacoast.
- 2.1.4.11. Southern.
- 2.1.5. The selected Vendor(s) must maintain one (1) point of contact and one (1) alternate contact receive family referrals from each District Office.
- 2.1.6. The selected Vendor(s) must establish a centralized referral process for referrals made by the Department.
- 2.1.7. The selected Vendor(s) must ensure that families who are referred for services are offered all program components within 24 hours, with the understanding that DCYF involvement has a twelve (12) month timeframe for permanency decisions that can impact a parent's parental rights.
- 2.1.8. The selected Vendor(s) must re-offer services a minimum of three (3) times within four (4) weeks of the initial offer to families who decline the initial offer of services, cease to participate, or do not attend a scheduled visit.
- 2.1.9. The selected Vendor(s) must implement the Strength to Succeed program with each family for an estimated timeframe of six (6) months. The Department may re-refer families to the program on a case by case basis at times when there are major changes in a case, including but not limited to:
 - 2.1.9.1. Parental involvement.
 - 2.1.9.2. Reunification.
 - 2.1.9.3. Significant change in parenting time,
 - 2.1.9.4. Change in permanency plan.
- 2.1.10. The selected Vendor(s) must collaborate with Department partners to address any issues/barriers that arise including, but not limited to, timely access to treatment and program partner capacity issues, such as program waitlists or lack of treatment provider capacity. Department partners may include, but are not limited to:
 - 2.1.10.1. Family Resource Centers.
 - 2.1.10.2. SUD treatment and peer recovery support service providers.
 - 2.1.10.3. Community Mental Health Centers.

- 2.1.11. The selected Vendor(s) must ensure all participating partners are aware of any Infant Safe Plan of Care (ISPOC) for a child and assist DCYF and the family with fulfilling the ISPOC by having a Parent Partner schedule a call with the identified agencies and workers within the first two (2) weeks of receiving a referral to the Strength to Succeed program.
- 2.1.12. The selected Vendor(s) must be familiar with the DCYF practice model and Solution-Based Casework (SBC) in order to provide services within these frameworks. More information can be found at <https://www.dhhs.nh.gov/programs-services/child-protection-juvenile-justice/dcyf-practice-model> and <http://www.solutionbasedcasework.com/about/>.
- 2.1.13. The selected Vendor(s) must collaborate with the Department on federally-mandated outcome monitoring and de-identified, aggregate data collection for program evaluation and federal reporting purposes.
- 2.1.14. The selected Vendor(s) must establish a Needs Assessment and Care Coordination Plan that must be approved by the Department.
- 2.1.15. The selected Vendor(s) must collaborate with existing program providers to ensure consistency in practice and enrollment of clients in appropriate programming including, but not limited to:
 - 2.1.15.1. Understanding past client assessments and utilizing a current assessment process to determine the proper care coordination plan.
 - 2.1.15.2. Employing a care coordination plan that focuses on the individual's strengths, seeks solutions and builds on success.
 - 2.1.15.3. Assessing the efficacy of the care coordination plan on an ongoing basis.
- 2.1.16. The selected Vendor(s) must establish protocols with the State's regional Doorways providers to ensure the prioritization of the Strength to Succeed referred families in gaining rapid access to treatment.
- 2.1.17. The selected Vendor(s) must ensure the client has access to interim services when treatment services are recommended but cannot be provided within forty-eight (48) hours of referral. Interim services are defined as recovery support, a lower American Society of Addiction Medicine (ASAM) Level of Care, or by referral to an agency that has an earlier available opening in the client's service area. This must be accomplished through:
 - 2.1.17.1. Making referrals to treatment providers who will complete both the evaluation and service and care coordination plan; or
 - 2.1.17.2. Completing clinical evaluations and service plans through subcontracts with Master Licensed Alcohol and Drug Counselors (MLADC) until such time as a local provider can be located, if there are not treatment providers where the individual resides.
- 2.1.18. The selected Vendor(s) must identify or develop appropriate Strength to Succeed training curriculum and educational materials and deliver associated training, including, but not limited to:

- 2.1.18.1. Parenting curriculum for parents and families while in treatment and recovery including, but not limited to:
 - 2.1.18.1.1. Recovery Curriculum, parenting curriculum of the selected Vendor(s), or a similar “sober parenting” curriculum.
 - 2.1.18.1.2. Nurturing Parenting: Families in Substance Abuse Treatment and Recovery.
- 2.1.18.2. Prevention messaging focused on young children regarding substance use including, but not limited to:
 - 2.1.18.2.1. Stages of Child Development.
 - 2.1.18.2.2. Nurturing Parenting: Families in Substance Abuse Treatment and Recovery.
- 2.1.18.3. Addiction 101, which the selected Vendor(s) must develop in collaboration with the DCYF MLADC program and deliver to program partners who are not SUD treatment providers and do not have the basic training already, including DCYF field staff.
- 2.1.18.4. DCYF Involvement 101, which the selected Vendor(s) must develop with DCYF and deliver to clients new to DCYF. DCYF Involvement 101 must include the DCYF practice model and how to navigate the child welfare system.
- 2.1.19. The selected Vendor(s) must provide DCYF staff with education and consultation around peer recovery supports and overall programming.
- 2.1.20. The selected Vendor(s) must develop, conduct, and evaluate pre- and post-tests for the trainings specified in Subsection 2.1.18 to assess improvement gained from the training.
- 2.1.21. The selected Vendor(s) must utilize the “Strength to Succeed” name when marketing or conducting business for this program.
- 2.1.22. The selected Vendor(s) must ensure that all individuals and points of contact who have access to confidential information during the course of providing the services under this Agreement are trained in and maintain the proper process for the handling, storage and transmission of such information.
- 2.1.23. The selected Vendor(s) must develop and maintain a file on each family served that includes:
 - 2.1.23.1. Name.
 - 2.1.23.2. Date of Birth.
 - 2.1.23.3. Needs Assessment.
 - 2.1.23.4. Care Coordination Plan.

- 2.1.23.5. Progress on goals.
- 2.1.23.6. Documentation of services provided including but not limited to:
 - 2.1.23.6.1. Type of service provided.
 - 2.1.23.6.2. Dates of services and discharge.
- 2.1.24. The selected Vendor(s) must maintain and ensure the Department and Medicaid have access to the client files for seven (7) years following the completion of the services provided.
- 2.1.25. **DCYF Parent Partner Program (Peer Recovery Support)**
 - 2.1.25.1. The selected Vendor(s) must collaborate with the DCYF Parent Partner Program in order to:
 - 2.1.25.1.1. Hire qualified Parent Partners which shall include, but not be limited to:
 - 2.1.25.1.1.1. Developing job descriptions and standards for Parent Partners, the program manager, and supervisory staff.
 - 2.1.25.1.1.2. Posting the positions on online job boards.
 - 2.1.25.1.1.3. Seeking referrals for positions from recovery programs, DCYF field staff, area agencies and other networks that are supporting the development of a workforce comprised of people with “lived experience”, including agencies running core academies for CRSWs.
 - 2.1.25.1.2. Develop program oversight and an integrated clinical supervision model for Parent Partners to include regular individual and group supervision by a Master level clinician able to engage staff in reflective supervision. Provide a point of contact and appropriate supervisory oversight at each of the District Offices which shall include, but not be limited to:
 - 2.1.25.1.2.1. Providing clinical supervision, training and oversight of Parent Partners.
 - 2.1.25.1.2.2. Training Parent Partners regarding applicable operational policies and procedures including, but not limited to:
 - 2.1.25.1.2.2.1. Work hours.

2.1.25.1.2.2.2. Human resources practices.

2.1.25.1.2.2.3. Health and safety protocols.

- 2.1.25.2. The Selected vendor(s) must ensure that the Master level clinician:
- 2.1.25.2.1. Be licensed by the New Hampshire Board of Mental Health Practice, or Board of Alcohol & Drug Use Professionals, or Board of Nursing, or Board of Psychology or the Board of Medicine to oversee the work of CRSWs, and;
 - 2.1.25.2.2. Demonstrates approval of Medicaid-covered in home support services by approving and signing the child and family's needs assessment and care coordination plan.
- 2.1.25.3. The selected Vendor(s) must train Parent Partners in providing support to families by SUD and/or mental illness which shall include, but not be limited to:
- 2.1.25.3.1. Select courses of the DCYF Core academy to include DCYF's approach to service delivery and Solutions-Based Casework.
 - 2.1.25.3.2. Policies and procedures associated with home and community-based work.
- 2.1.25.4. The selected Vendor(s) must collaborate with DCYF to establish a recruitment and hiring plan that ensures Parent Partners are co-located in each of the District Offices as an integrated member of the team. The plan must include prioritizing staffing for District Offices based on need and timeframes for staffing remaining District Offices.
- 2.1.25.5. The selected Vendor(s) must ensure Parent Partners are adequately trained and supervised to provide peer support and are educated regarding the goals of peer support which include, but are not limited to:
- 2.1.25.5.1. Instilling hope in families, so parents engage and sustain recovery, and make necessary changes in their lives to safely parent their children.
 - 2.1.25.5.2. Providing support and promoting self-advocacy, so parents connect to resources.
 - 2.1.25.5.3. Guide parents in navigating the child welfare system by providing an understanding of the DCYF practice,

policies, and regulations, so parents can meet their DCYF case plan/prevention plan goals.

- 2.1.25.6. The selected Vendor(s) must collaborate with the recovering community and networks providing CRSW academy to identify Parent Partners who are willing and able to become Certified Recovery Support Workers (CRSWs). Upon obtaining commitment from Parent Partners to become CRSWs, the selected Vendor(s) must:
 - 2.1.25.6.1. Support the parent partners in all aspects of certification as outlined by the Office of Professional Licensure and Certification (OPLC) and specified here: <https://www.oplc.nh.gov/board-licensing-alcohol-and-other-drug-use-professionals>.
 - 2.1.25.6.2. Ensure all components necessary for billing for CRSWs are in place in accordance with Rule He-W513.
 - 2.1.25.6.3. Enroll with Medicaid and managed care organizations.
- 2.1.25.7. The selected Vendor(s) must ensure staff have direct, personal experience with either their own recovery from a substance use disorder, mental health disorder or prior system experience or that of a family member. Staff must be identified to have the appropriate “Lived Experience” for the population served under the scope of services.
- 2.1.25.8. The selected Vendor(s) must ensure staff obtain and maintain State of NH certification as Certified Recovery Support Workers (CRSW) within the first year of employment.
- 2.1.25.9. The selected Vendor(s) must ensure staff carry a caseload of no more than 15 clients to allow for a minimum of two (2) hours of service per client per week.
- 2.1.25.10. The selected Vendor(s) must identify, select, hire and train a pool of Family Peer Support Specialists (FPSS) to meet the needs of the families serviced in the Provider’s catchment area and in accordance with the qualifications specified in the Family Peer Support Competency Framework.
- 2.1.25.11. The selected Vendor(s) must ensure that staff who are in recovery have a minimum of two (2) years of sustained recovery in order to provide services.
- 2.1.25.12. The selected Vendor(s) must have knowledge of child development to be able to assess needs and develop appropriate care coordination plans.

- 2.1.25.13. The selected Vendor(s) must maintain copies of certifications for staff employed as Certified Recovery Support Workers, licenses for Master level Clinicians, including but not limited to MLADC Licenses.
- 2.1.25.14. The selected Vendor(s) must notify the Department and the appropriate District Office of any staff changes and share new staff contact information within ten (10) days of the effect of such changes.
- 2.1.25.15. The selected Vendor(s) must submit a copy of renewed CRSW and licensed clinicians certifications and licenses to the Department within ten (10) days of receipt from the New Hampshire licensing authority.
- 2.1.25.16. The selected Vendor(s) must be certified and maintain enrollment with the NH Medicaid Program. Enrollment and Certification with Medicaid will be deemed as meeting enrollment and certification by DCYF provider relations.
- 2.1.25.17. The selected Vendor(s) must initially and on a monthly basis check employees, vendors, and subcontractors for Medicaid fraud, and maintain evidence of the check and must be maintained for the duration of the individual's employment.

2.1.26. Background Checks

- 2.1.26.1. Prior to permitting any individual to provide services under the awarded contract, the selected Vendor must ensure that said individual has undergone:
 - 2.1.26.1.1. A criminal background check, at the selected Vendor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served, including but not limited to:
 - 2.1.26.1.1.1. Child pornography, rape or attempt, sexual assault or attempt;
 - 2.1.26.1.1.2. Conviction for felony physical assault, battery against a child or attempt;
 - 2.1.26.1.1.3. Conviction for violent or sexually-related crime against a child or of a crime which shows that the person might pose a threat to a child, such as a violent crime or a sexually-related crime against an adult; and
 - 2.1.26.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of

behavior that could endanger individuals served under the awarded contract;

2.1.26.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under the awarded contract.

2.1.26.1.4. A name search of the US Department of Health and Human Services Office of Inspector General List of Excluded Individual and Entities; and US General Services Administration SAM.gov | Exclusions, [US Department of Health and Human Services Office of Inspector General List of Excluded Individual and Entities](#); and [US General Services Administration SAM.gov | Exclusions](#)

2.1.27. Home Visiting Programming

2.1.27.1. The selected Vendor(s) must provide effective peer supports to relatives and/or caregivers through home visiting programming by the Family Peer Support Specialists to assess needs and create effective care coordination plans.

2.1.27.2. The selected Vendor(s) must provide or collaborate with other home visiting programs to provide effective home visiting programming to stabilize families to prevent removal or support families who reunified.

2.1.27.3. The selected Vendor(s) must collaborate with community partners including, but not limited to:

2.1.27.3.1. Family Resource Centers.

2.1.27.3.2. Family Support New Hampshire.

2.1.27.3.3. Thirteen (13) Regional Public Health Networks.

2.1.27.3.4. Partnership of a Drug Free NH.

2.1.27.3.5. Communities for Alcohol and Drug-Free Youth (CADY).

2.1.27.3.6. Raymond Coalition for Youth (RCFY).

2.1.27.4. The selected Vendor(s) must collaborate with other agencies that provide evidenced-based home visiting programming as outlined in Paragraph 2.1.26.2. and facilitate the continuum of care through strategic partnerships with the State Kinship Navigators Program.

2.1.27.5. The selected Vendor(s) must collaborate with other community-based agencies to expand their delivery of home visiting

programming to open DCYF assessments and cases. Evidenced-based home visiting programming and activities that include, but are not limited to:

2.1.27.5.1. Providing Ages & Stages Questionnaires, Third Edition Developmental screenings (ASQ-3TM) (More information available at <http://agesandstages.com/products-services/asq3/>)

2.1.27.5.2. Providing parent education.

2.1.27.5.3. Providing in-home supports.

2.1.27.5.4. Providing age and developmentally appropriate Substance Use prevention messages and program curriculums.

2.1.27.5.5. Assisting families in locating and contacting community supports as needed.

2.1.27.5.6. Collaborating with DCYF case workers to monitor families' progress and create a shared goal plan for the family.

2.1.27.5.7. Collaborating with DCYF to identify realistic strategies for supporting families and to build success in reaching family case goals as stated in the Solution Based Case (SBC) Plans.

2.1.27.5.8. Collaborating with existing Child Welfare Agencies in all District Offices to create referral relationships for Home Visiting Services.

2.1.27.5.9. Utilizing Healthy Families America as a primary home visiting model and ensuring appropriate and effective modifications are employed for children under the age five (5) being served by home visiting.

2.1.27.6. The selected Vendor(s) must use the Adult Adolescent Parenting Inventory (AAPI) I & II to collect a baseline and to follow up with families enrolled in home visiting programs in order to show an increase in positive parenting skills and knowledge of childhood development.

2.1.28. Additional Relative/Caregiver Support

2.1.28.1. The selected Vendor(s) must develop relative caregiver support groups to help reduce caregiver strain and create a natural system of support among relative caregivers. Support groups must be

accessible to all District Office covered catchment areas and based on areas of high need.

- 2.1.28.2. The selected Vendor(s) must recruit and train Family Peer Support Specialists or Parent Partners to act as group facilitators.
- 2.1.28.3. The selected Vendor(s) must collaborate with DCYF to ensure relative/caregivers are informed of supports including, but not limited to:
 - 2.1.28.3.1. Resource Guides and supports offered by DCYF to relatives.
 - 2.1.28.3.2. Relative caregiver support groups in their area.
 - 2.1.28.3.3. Other community resources to help support the caregiver and the child, and reduce caregiver strain.
- 2.1.28.4. The selected Vendor(s) must provide the Parenting a Second Time Around (PASTA) curriculum for grandparents who are caring for a minor grandchild which shall include, but is not limited to:
 - 2.1.28.4.1. Providing no fewer than four (4) workshops on relevant topics which may include, but are not limited to:
 - 2.1.28.4.1.1. Child development.
 - 2.1.28.4.1.2. Discipline and guidance.
 - 2.1.28.4.1.3. Personal care.
 - 2.1.28.4.1.4. Raising teenagers.
 - 2.1.28.4.1.5. An overview of support services.
 - 2.1.28.4.1.6. Legal issues.
 - 2.1.28.4.2. Providing individual counseling for relative caregivers, including grandparents, kin and fictive kin.
 - 2.1.28.4.3. Providing the “A Resource Guide for New Hampshire Relative Caregivers” pamphlet (<https://www.dhhs.nh.gov/programs-services/child-protection-juvenile-justice/foster-care/relative-care-and-kinship-care>) to relatives/ caregivers, including grandparents or other resources to help them navigate services or other with similar information.
- 2.1.28.5. The selected Vendor(s) must educate relatives/caregivers on how to interact with children in a developmentally-appropriate manner regarding parental substance use disorder and how to prevent

addiction in their own lives. The education provided will include, but is not limited to:

2.1.28.5.1. Strategies regarding preventing addiction in their own lives.

2.1.28.5.2. Strategies to reinforce healthy, pro-social behaviors.

2.1.28.5.3. Examples of rewards or reinforcements.

2.1.28.5.4. Strategies for managing the effects of a parent with SUD and/ or mental health concerns.

2.1.28.5.5. Making connections with appropriate community supports and resources.

2.1.29. Parent and Child Substance Use Education

2.1.29.1. The selected Vendor(s) must provide parent and child substance use education using the Nurturing Parenting program (<http://www.nurturingparenting.com>), which includes, but is not limited to:

2.1.29.1.1. Training all relevant staff in the Nurturing Parenting program.

2.1.29.1.2. Providing education in a variety of settings including in single or co-facilitated group settings.

2.1.29.1.3. Modifying the education for individuals and families not yet ready for a group setting.

2.1.29.1.4. Collaborating with the family resource centers to leverage current services. For example, a vendor may collaborate with the Greater Tilton Area Family Resource Center to offer aspects of Forever Hope's Training for Families Affected by Substance Use or a similar curriculum.

2.1.30. Other Requirements

2.1.30.1. The selected Vendor(s) must develop and submit a work plan to the Department for review and approval within thirty (30) days of Governor and Executive Council approval of the resulting contract that describes the process for ensuring the completion of all aspects of the Scope of Services to staff and Program and to continue to effectively implement Strength to Succeed.

2.1.30.2. The selected Vendor(s) must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

2.1.31. Reporting

- 2.1.31.1. The selected Vendor(s) must submit monthly reports within ten (10) days of the close of the reporting period, which include, but are not limited to:
- 2.1.31.1.1. Number of families currently involved in Strength to Succeed.
 - 2.1.31.1.2. Number of Strength to Succeed “slots” available (based on capacity as determined by caseloads and number of staff).
 - 2.1.31.1.3. Number of families offered Strength to Succeed (referral data).
 - 2.1.31.1.4. Number and percentage of families contacted within 24 hours of referral.
 - 2.1.31.1.5. Number and percentage of families who enroll in Strength to Succeed.
 - 2.1.31.1.6. Number and percentage of families receiving recovery supports.
 - 2.1.31.1.7. Number and percentage of families with a completed needs assessment.
 - 2.1.31.1.8. Number and percentage of families entering treatment when needed and appropriate.
 - 2.1.31.1.9. Number and percentage of families with a completed plan of “care coordination” on file.
 - 2.1.31.1.10. Number and percentage of families who meet their care coordination goals.
 - 2.1.31.1.11. Number and percentage of families who are successfully connected to ongoing supports.
 - 2.1.31.1.12. Number and percentage of families reporting finding healing and empowerment as a result of peer support (from family satisfaction survey).
 - 2.1.31.1.13. Number and percentage of assessments closed without further DCYF involvement.
 - 2.1.31.1.14. Number and percentage of parents who reunify with the children.
- 2.1.31.2. The selected Vendor(s) must submit monthly narrative reports to the Department including a summary of project progress, barriers met and addressed, and general aggregate information regarding the

families served by the program. The aggregate information must include, but is not limited to:

- 2.1.31.2.1. Primary drug of choice for family members.
 - 2.1.31.2.2. General treatment access information for family members.
 - 2.1.31.2.3. Number and ages of children served by program.
 - 2.1.31.2.4. Date of enrollment in program.
 - 2.1.31.2.5. Living arrangements for each child served by this program including, but not limited to in his or her own home with parents; in a relative caregiver home; in a foster home; or in a residential group home at the time of the referral, until program discharge.
 - 2.1.31.2.6. Change in the living status of each child.
 - 2.1.31.2.7. Number of provider organizations providing direct services as listed in the scope of service.
 - 2.1.31.2.8. Number of parent partners hired and the district offices covered.
- 2.1.31.3. The selected Vendor(s) must collaborate with the Department-selected technical assistance vendor to collect de-identified, aggregate data and implement an evaluation process that is culturally appropriate for the population served and is approved by the Department.
- 2.1.31.4. The selected Vendor(s) must provide key data in a format and at a frequency specified by the Department for the following performance measures:
- 2.1.31.4.1. 80% of families referred to the program receive access to treatment or interim recovery support services within forty-eight (48) hours of referral.
 - 2.1.31.4.2. 100% of families referred to the program that require home visiting services as part of their treatment plan are provide evidence-based home visiting services.
- 2.1.31.5. The selected Vendor(s) may be required to provide other data and metrics to the Department in a format specified by the Department.

2.2. Mandatory Questions

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

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 and Experience (Q1)	50 Points
Organizational Capacity (Q2)	30 Points
Quality Assurance (Q3)	20 Points
Technical Response – Total Possible Score	100 Points

4. SOLICITATION RESPONSE PROCESS

4.1. Questions and Answers

4.1.1. Vendors' Questions

- 4.1.1.1. 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.
- 4.1.1.2. 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.
- 4.1.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 4.1.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

4.1.2. Department Responses

- 4.1.2.1. 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.

4.1.3. Exceptions

- 4.1.3.1. 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.

4.1.3.2. 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.

4.1.3.3. 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.

4.2. Solicitation Amendment

4.2.1. 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-2024-DCYF-02-STREN (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 - Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 6.2.2. **Appendix C – Transmittal Letter and Vendor Information**, including:
 - 6.2.2.1. **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 D if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>
- 6.2.3. **Appendix D – Vendor Technical Response to Mandatory Questions**
- 6.2.4. **Resumes** – Vendors must provide resumes for those key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this Solicitation. Vendors must redact all personal information from resumes.

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 Solicitation Results and Resulting Contract

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

7.10. Non-Commitment

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

7.11. Liability

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

7.12. Request for Additional Information or Materials

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

7.13. Oral Presentations and Discussions

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

7.14. Successful Vendor Notice and Contract Negotiations

If a Vendor is selected, the Department will send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Vendor(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.

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. If, upon review of the Final Expenditure Report, the Department must 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, both in developing their budgets and 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. Confidential Data

- 8.6.1. 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.
- 8.6.2. 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.
- 8.6.3. Upon request, the selected Vendor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its

system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the selected Vendor if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the selected Vendor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 8.6.3.1. How PII is gathered and stored;
 - 8.6.3.2. Who will have access to PII;
 - 8.6.3.3. How PII will be used in the system;
 - 8.6.3.4. How individual consent will be achieved and revoked; and
 - 8.6.3.5. Privacy practices.
- 8.6.4. 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.

8.7. Department Owned Devices, Systems and Network Usage

- 8.7.1. If Contractor 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 Department network in the fulfillment of this Agreement, the selected Vendor must:
- 8.7.1.1. 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;
 - 8.7.1.2. 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;
 - 8.7.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 8.7.1.4. 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;
 - 8.7.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 8.7.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

- 8.7.1.7. 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.”
- 8.7.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 8.7.1.9. Agree when utilizing the Department’s email system:
 - 8.7.1.9.1. To only use a Department email address assigned to them with a “@ affiliate.DHHS.NH.Gov”.
 - 8.7.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 8.7.1.9.3. 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.”
- 8.7.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
- 8.7.1.11. Complete the Department’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
- 8.7.1.12. 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 Contract and annually throughout the Contract term.
- 8.7.1.13. Agree End User’s will only access the Department’ intranet to view the Department’s Policies and Procedures and Information Security webpages.
- 8.7.1.14. 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.
- 8.7.1.15. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or

badges or who have system privileges resign or are dismissed without advance notice, the selected Vendor agrees to notify the Department's Information Security Office or designee immediately.

8.7.2. Workspace Requirement

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

8.8. Contract End-of-Life Transition Services

8.8.1. General Requirements

- 8.8.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the selected Vendor to the Department and, if applicable, the selected Vendor engaged by the Department to assume the Services previously performed by the selected Vendor for this section the new selected Vendor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the selected Vendor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- 8.8.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 8.8.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
- 8.8.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

- 8.8.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 8.8.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit K: *DHHS Information Security Requirements*.
- 8.8.2. Completion of Transition Services
 - 8.8.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
 - 8.8.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: *DHHS Information Security Requirements*.
- 8.8.3. Disagreement over Transition Services Results
 - 8.8.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

8.9. 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.

8.9.3. State of New Hampshire's Website Copyright

- 8.9.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

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 – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 9.3. Appendix C – Transmittal Letter and Vendor Information**
- 9.4. Appendix D – Technical Response to Questions**