



State of New Hampshire
Department of Health and Human Services

REQUEST FOR APPLICATIONS

FOR

Out-of-School Time Child Care Provider Support Services
RFA-2024-DES-03-OUTOF

RELEASE DATE: May 3, 2023

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1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division of Economic Stability (“Department”) is seeking responses to this Request for Applications (RFA) from qualified Vendors for the provision of services to retain and increase the statewide availability of quality out-of-school time child care. Services include:

- Training and Technical Assistance.
- Capacity building activities.
- Workforce development activities.

The Department anticipates awarding one (1) contract 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, Upon Governor and Executive Council approval	
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 is anticipated to be approximately:	<p>\$1,250,000</p> <p>Funding is anticipated to be available for the resulting contract as follows:</p> <ul style="list-style-type: none"> • State Fiscal Year 2024 \$650,000 • State Fiscal Year 2025 \$600,000 <p>Funding will be provided to the contractor utilizing a cost reimbursement method based on monthly expense invoicing.</p>	
Funding Sources	The Department anticipates using Federal funds for the resulting contract.	
	Assistance Listing #	93.575
	Award Names	Child Care Supplemental Discretionary Funds
Matching Requirements	N/A	
Point of Contact	Kathleen Vattes, Senior Contract Specialist Kathleen.B.Vattes@dhhs.nh.gov 603-271-0198	

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

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listed above. Department employees have been directed not to hold conferences and/or discussions concerning this solicitation with any potential selected Vendor during the selection process, unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating this restriction on communications.

1.3. Compensation, Contract Value & Funding Source Details.

- 1.3.1. The Department anticipates utilizing Federal Funds for the resulting contract. The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award. The selected Vendor will be subject to the requirements in the Catalog of Federal Domestic Assistance (CFDA) #93.575, U.S. Department of Health and Human Services, Child Care Supplemental Discretionary Funds from the American Rescue Plan Act and the Child Care Development Funds – Block Grant.

State Fiscal Year	Funding Amount
2024	\$650,000
2025	\$600,000
SUBTOTAL	\$1,250,000

- 1.3.2. Payment will be made to the selected Vendor on a monthly cost reimbursement basis for actual expenditures incurred in the fulfillment of the resulting Agreement, in accordance with Department-approved budgets.
- 1.3.3. The selected Vendor must submit one (1) budget for each State Fiscal Year of the contract period for Department approval *prior to contract execution*. Budgets *are not scored and are not required to be submitted as part of this solicitation response with the application*.

1.4. Procurement Timetable

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.		
Item	Action	Date
1.	Solicitation Released	5/3/2023
2.	Questions Submission Deadline	5/10/2023, 12:00 P.M.
3.	Department Response to Questions Published	5/17/2023
4.	Vendor Solicitation Response Due Date	5/26/2023, 12:00 P.M.

1.5. Background

New Hampshire Department of Health and Human Services (DHHS)

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

The Division of Economic Stability (DES) provides assistance to families in a holistic, multi-generational and integrated approach for individuals, children and families who may be in need of an array of supports that may include but are not limited to: child care, food, economic assistance and employment assistance.

- The Bureau of Child Development and Head Start Collaboration (BCDHSC) administers: The US Department of Health and Human Services, Administration for Children and Families (ACF), Office of Child Care (OCC), Child Care and Development Fund, which includes the NH Child Care Scholarship Program, as well as initiatives to improve the quality of child care for NH's children birth through age 12; and
- The ACF, Office of Head Start, Head Start Collaboration Office, which works to improve outcomes for NH Head Start and other young children and families via state and local, public/private partnerships among the health, early learning, and family support programs and professionals that serve them.

1.5.1. Objective

The Department is seeking innovative solutions to deliver the most effective support services at no-cost or low-cost to New Hampshire's out-of-school time child care providers. Below are the covered populations and other components of this solicitation.

1.5.2. Covered Populations

- 1.5.2.1. Out-of-school time (OST) child care providers (CCP), statewide, that:
 - 1.5.2.1.1. Are licensed as a center-based or home-based child care program as defined by New Hampshire Administrative Rule He-C 4002, Child Care Licensing Rules, who serve children in any age group from four (4) years and eight (8) months through twelve (12) years of age; or
 - 1.5.2.1.2. Are license-exempt in accordance with New Hampshire Revised Statutes Annotated (RSA) 170-E:3, I (a), (c), (f), (g), and (h); and
- 1.5.2.2. Serve elementary school age children, from four (4) years and eight (8) months through twelve (12) years of age, in a variety of OST settings including but not limited to:
 - 1.5.2.2.1. Before and after school hours;
 - 1.5.2.2.2. Days when school is not in session, partially in session or is in session remotely; and
 - 1.5.2.2.3. During school holidays or school vacations.

2. STATEMENT OF WORK

2.1. Scope of Services

- 2.1.1. The selected Vendor must strengthen and expand the OST CCP quality capacity and workforce by delivering and implementing a statewide plan that includes but is not limited to:
 - 2.1.1.1. Training and Technical Assistance activities.
 - 2.1.1.2. Capacity building activities.
 - 2.1.1.3. Workforce development activities.

2.2. Training and Technical Assistance

- 2.2.1. The selected Vendor must develop and conduct an annual training and technical assistance needs assessment to determine the training and technical assistance needs of the OST CCP staff, including but not limited to:
 - 2.2.1.1. Conducting a Survey of OST individual staff, utilizing the Department's "survey tool" in the New Hampshire Connections Information System (NHCIS).
 - 2.2.1.1.1. NHCIS is a Department developed and managed online information system, designed to assist early childhood and OST CCP and professionals to improve professionalism and workforce quality to positively impact children. Components include resources to enable:
 - 2.2.1.1.1.1. Child care staff to conduct background checks, join the Professional Registry, enroll in training, request technical assistance, apply for credentials and participate in ongoing information gathering, including the semi-annual workforce survey, and training and technical assistance needs assessment.
 - 2.2.1.1.1.2. Families to make better-informed decisions about child care services that meet their needs.
 - 2.2.1.1.1.3. New Hampshire CCP professionals, policy makers and partners to make data-driven decisions that improve the child care workforce.
 - 2.2.1.2. Coordinating and conducting a minimum of seven (7), live or virtual, Listening Sessions with OST CCP in the seven (7) early childhood regions (see Appendix E- Child Care Access and Regional Systems Coordination).

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- 2.2.1.3. Gathering ongoing provider feedback and inventorying and assembling a summary of input as a result of:
 - 2.2.1.3.1. Training and technical assistance evaluations.
 - 2.2.1.3.2. Monthly Meet Ups.
 - 2.2.1.3.3. Conferences and summits.
 - 2.2.1.3.4. Requests and inquiries from OST CCP.
 - 2.2.1.3.5. Website and social media activity.
- 2.2.1.4. Attending stakeholder meetings to collect input on current and emerging needs impacting the OST CCP community. Stakeholders include but are not limited to:
 - 2.2.1.4.1. The Department and other state entities.
 - 2.2.1.4.2. Child Care Aware of New Hampshire and Child Care Aware America.
 - 2.2.1.4.3. The New Hampshire Child Care Licensing Unit.
 - 2.2.1.4.4. New Hampshire Afterschool Network (NHAN).
 - 2.2.1.4.5. The 21st Century Community Learning Centers at the New Hampshire Department of Education.
 - 2.2.1.4.6. The New Hampshire Principals Association.
 - 2.2.1.4.7. The New Hampshire Parks and Recreation Association.
 - 2.2.1.4.8. OST CCP director and stakeholder groups.
 - 2.2.1.4.9. Other entities and organizations as requested by the Department.
- 2.2.1.5. Conducting a literature review by reviewing national data to determine training and technical assistance needs for the OST CCP community.
- 2.2.1.6. Proposing and developing a strategic plan to include topics, timelines and milestones for delivering training and technical assistance to the OST CCP community.
- 2.2.1.7. Providing culturally competent and responsive training to diverse language and cultural backgrounds to include:
 - 2.1.1.5.1. Ensuring all staff are trained in cultural competence.
 - 2.1.1.5.2. Providing translation and interpretation services, in accordance to the selected Vendors Culturally and Linguistically Appropriate Services (CLAS) Requirements.
 - 2.1.1.5.3. Providing video remote option(s) for American Sign Language.

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- 2.1.1.6. Possessing knowledge and have an understanding of the cultural variations across the state to individualize services when necessary to meet the needs of each region (see Exhibit B-2 – Child Care Access & Regional Systems Coordination).
- 2.2.2. The selected Vendor must provide statewide outcome-driven low or no-cost training and technical assistance to OST CCP.
- 2.2.3. The selected Vendor must ensure trainings and technical assistance meet the following requirements:
 - 2.2.3.1. Be outcome-driven.
 - 2.2.3.2. At low or no-cost.
 - 2.2.3.3. Align with the New Hampshire Child Care Licensing requirements and The Administration for Children and Families Office of Child Care related requirements.
 - 2.2.3.4. Support emerging needs as identified and determined by the Department on an ongoing basis.
- 2.2.4. The selected Vendor must utilize NHCIS to track and record:
 - 2.2.4.1. Technical assistance provided utilizing the Technical Assistance module.
 - 2.2.4.2. Scheduled trainings utilizing the Training Calendar module in the NHCIS.
 - 2.2.4.3. Names of providers who attended and completed trainings.
 - 2.2.4.4. Post training and post technical assistance evaluations.
- 2.2.5. The selected Vendor must ensure all staff and any subcontractors providing training and technical assistance to OST CCP possess a New Hampshire OST Master Professional Credential with a Program Mentor or Allied Professional Endorsement attained through the BCDHSC, unless otherwise approved by the Department.
- 2.2.6. The selected Vendor must ensure all staff and any subcontractors providing training and technical assistance:
 - 2.2.6.1. Submit a current resume.
 - 2.2.6.2. Hold an OST Master Professional Workshop Trainer, Faculty and/or Allied Professional credential.
 - 2.2.6.3. Possess in-depth knowledge of:
 - 2.2.6.3.1. Human development along the continuum.
 - 2.2.6.3.2. Developmentally appropriate practices for school age children.
 - 2.2.6.4. Have subject matter expertise in the content area of designated training.

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- 2.2.6.5. Have familiarity with:
 - 2.2.6.5.1. Current OST theories and best practices.
 - 2.2.6.5.2. New Hampshire Child Care Licensing Rules.
 - 2.2.6.5.3. New Hampshire OST Professional Development System.
 - 2.2.6.5.4. New Hampshire Professional Registry and the NHCIS.
 - 2.2.6.5.5. New Hampshire Afterschool Network (NHAN).
 - 2.2.6.5.6. New Hampshire 21st Century Community Learning Centers.
- 2.2.6.6. Demonstrate cultural competence by:
 - 2.2.6.6.1. Participating in annual cultural competence training conducted by the Department.
 - 2.2.6.6.2. Ensuring team meetings include conversations on the cultural diversity in New Hampshire and opportunities to support diversity.
 - 2.2.6.6.3. Having access and utilize as needed interpreter services.
 - 2.2.6.6.4. Providing linguistically compatible documents upon request.
 - 2.2.6.6.5. Modeling respectful, responsive, sensitive interactions in all manner of and types of diversity.
- 2.2.7. The selected Vendor must provide an annual Back to School Conference and a Spring/Summer Readiness Conference at locations and dates as approved by the Department.
- 2.2.8. The selected Vendor must align a continuum of training and professional activities in accordance with the New Hampshire OST Professional Development System, which is the OST professional development credential system, as detailed in New Hampshire's OST Professional Development System Guide: [New Hampshire Early Childhood Professional Development System Guidebook \(nh-connections.org\)](https://www.nh-connections.org), and in alignment with the New Hampshire credentialing requirements.
 - 2.2.8.1. Monthly trainings must be available statewide and in-person or virtual and must include:
 - 2.2.8.1.1. Pathway for progression along the Direct Service, Administrator and Master Professional Credentials.
 - 2.2.8.1.2. Orientation to OST Career Lattice.
 - 2.2.8.2. Professional activities must include the ability to earn Professional Activity Units (PAU) through:
 - 2.2.8.2.1. Attending at a state conference, one (1) PAU.

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- 2.2.8.2.2. Conducting a program improvement assessment, four (4) PAU.
- 2.2.8.2.3. Hosting an on-site Family Night event, two (2) PAU.
- 2.2.8.2.4. Writing a Suspension and Expulsion policy for the applicant's program, two (2) PAU.
- 2.2.8.2.5. Providing activities to support the Leadership Endorsement include but are not limited to:
 - 2.2.8.2.5.1. Regional leadership circles.
 - 2.2.8.2.5.2. Focused collaborative efforts.
 - 2.2.8.2.5.3. Leadership Institutes.
 - 2.2.8.2.5.4. Strengthening Business Practices.
 - 2.2.8.2.5.5. Participation in an task force, steering committee and/or advisory group in which local, regional, state, national OST policy or practice is impacted.
 - 2.2.8.2.5.6. Train the Trainer.
 - 2.2.8.2.5.7. Other actives as determined by the Department.
 - 2.2.8.2.5.8. Ability.
- 2.2.9. The selected Vendor must evaluate, on an ongoing basis, the effectiveness of training and technical assistance provided to OST CCP by:
 - 2.2.9.1. Conducting a pre and post training and technical assistance survey to determine efficacy and impact to the OST CCP's practice.
 - 2.2.9.2. Reviewing training topics and participation numbers.
 - 2.2.9.3. Reviewing training formats.
 - 2.2.9.4. Reviewing field observations.
 - 2.2.9.5. Assessing input from stakeholders and the Department.
- 2.2.10. The selected Vendor must ensure training and technical assistance is:
 - 2.2.10.1. Available at a variety of levels through various methods and strategies, including mentorships and coaching, including but not limited to:
 - 2.2.10.1.1. 'I Do, WE Do, YOU Do' strategy to support new staff (www.evidencebasedteaching.org.au/the-i-do-we-do-you-do-model-explained).
 - 2.2.10.1.2. Mentoring for systemic change with administrative staff.

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- 2.2.10.1.3. Specific, measurable, achievable, realistic and timely (SMART) goals for coaching performance.
- 2.2.10.1.4. Alignment with the recipient's skills, knowledge, time and desire to change.
- 2.2.10.1.5. Age and developmentally appropriate best practices.
- 2.2.10.2. Available on topics that are related to operations and key components of quality that include, but are not limited to:
 - 2.2.10.2.1. Program management.
 - 2.2.10.2.2. Staff training and retention.
 - 2.2.10.2.3. Overview of the OST credentialing application process and completing the OST credentialing requirements.
 - 2.2.10.2.4. Improving the quality of services within OST CCP.
 - 2.2.10.2.5. Knowledge and skills of staff.
 - 2.2.10.2.6. Program leadership and administration.
 - 2.2.10.2.7. Interactions and relationships with children and adults.
 - 2.2.10.2.8. Program activities.
 - 2.2.10.2.9. Health and safety in the program.
 - 2.2.10.2.10. Indoor and outdoor environments.
 - 2.2.10.2.11. Family involvement.
 - 2.2.10.2.12. Community partnerships.
- 2.2.10.3. Outcome driven in order to maintain and increase the availability of quality programs especially in areas of high poverty and/or high need, defined as:
 - 2.2.10.3.1. Areas of high poverty.
 - 2.2.10.3.2. Programs serving children with limited community resources.
 - 2.2.10.3.3. Inclusive of emerging needs and critical topics as determined by the Department.
- 2.2.11. The selected Vendor must provide training and technical assistance to OST staff on utilizing NHCIS. Training and technical assistance in utilizing NHCIS includes but not limited to:
 - 2.2.11.1. Establishing an account in NHCIS and how to utilize its features and applications.
 - 2.2.11.2. Submitting helpdesk requests.
 - 2.2.11.3. Submitting background record check requests apply for an Eligibility Card.

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- 2.2.11.4. Updating and managing program profile and staff roster in NHCIS .
- 2.2.11.5. Completing the professional registry and applying for credentials and endorsements.
- 2.2.11.6. Completing applications for quality improvement initiatives and for grant programs.
- 2.2.11.7. Enrolling in training.
- 2.2.11.8. Requesting technical assistance.
- 2.2.11.9. Completing surveys.
- 2.2.11.10. Enrolling and renewing as a New Hampshire Child Care Scholarship provider.
- 2.2.11.11. Other components as developed by the child care licensing unit.
- 2.2.11.12. Modules through NHCIS, grants, surveys and other data collection and training components as required by the Department.
- 2.2.11.13. Understanding the components of OST CCP operations supported by NHCIS, including:
 - 2.2.11.13.1. Granite Steps for Quality (GSQ) (See Appendix F – Granite Steps for Quality). GSQ is the Department’s child care quality recognition and improvement system (QRIS) as defined by the Administration for Children and Families/Office of Child Care, [Home | QRIS Resource Guide \(hhs.gov\)](#).
 - 2.2.11.13.2. Child care workforce credentialing.
 - 2.2.11.13.3. Professional Registry.
 - 2.2.11.13.4. Professional development information and opportunities.
 - 2.2.11.13.5. Child care search and program profile.
 - 2.2.11.13.6. Licensing processing to include:
 - 2.2.11.13.6.1. Background check.
 - 2.2.11.13.6.2. Application renewal.
 - 2.2.11.13.6.3. Staff roster.
 - 2.2.11.13.6.4. Waivers.
 - 2.2.11.13.6.5. Incident and injury reporting.
 - 2.2.11.13.6.6. Visit results.
 - 2.2.11.13.6.7. Corrective action plan.
- 2.2.12. The selected Vendor must provide statewide trainings to OST staff. Trainings must:
 - 2.2.12.1. Ensure statewide access.

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- 2.2.12.2. Offer other trainings as required by the Department.
- 2.2.13. The selected Vendor must ensure training is available to OST CCP that spans foundational to advanced training.
- 2.2.14. The selected Vendor must ensure training includes, but is not limited to:
 - 2.2.14.1. Six (6) annual Foundational Level training to OST CCP on topics to include:
 - 2.2.14.1.1. Orientation to OST – a three (3) hour overview of the field of OST that includes the framework for high quality programming and exploration of the ten (10) Core Knowledge Areas of the New Hampshire OST Professional Development System
 - 2.2.14.1.2. OST Basics - a ten (10) part series offered as ten (10) 1.5 hour workshops that are based on the ten (10) Core Knowledge Areas of the New Hampshire OST Professional Development System, which are not required to be taken in sequential order, and include:
 - 2.2.14.1.2.1. Child and Youth Growth and Development.
 - 2.2.14.1.2.2. Learning Environments and Curriculum.
 - 2.2.14.1.2.3. Youth Observation and Assessment.
 - 2.2.14.1.2.4. Interactions with Children and Youth.
 - 2.2.14.1.2.5. Youth Engagement.
 - 2.2.14.1.2.6. Cultural Competency and Responsiveness.
 - 2.2.14.1.2.7. Family, School and Community Relationships.
 - 2.2.14.1.2.8. Safety and Wellness.
 - 2.2.14.1.2.9. Program Planning and Development.
 - 2.2.14.1.2.10. Professional Development and Leadership.
 - 2.2.14.1.3. Mindfulness in OST.
 - 2.2.14.1.4. Creating Meaningful Clubs in Your Program.
 - 2.2.14.1.5. Awareness of the needs of school age children and how to engage them in OST.
 - 2.2.14.1.6. Current issues children may be experiencing.
 - 2.2.14.1.7. Identifying and serving children and families experiencing homelessness.
 - 2.2.14.1.8. Overview of OST credentialing and how OST CCP can apply for OST credentialing.

- 2.2.14.1.9. Program Improvement.
- 2.2.14.1.10. Overview of the GSQ System.
- 2.2.14.1.11. Overview of the New Hampshire Child Care Scholarship Program.
- 2.2.14.1.12. Overview of the New Hampshire Child Care Licensing Rules.
- 2.2.14.1.13. Emerging topics as identified and determined by the Department.
- 2.2.14.2. An Entry Level that includes trainings geared to individuals who are new to working in a school age program ensuring clear but limited information with specific strategies that are immediately actionable, and include but are not limited to:
 - 2.2.14.2.1. OST Orientation.
 - 2.2.14.2.2. OST Basics.
- 2.2.14.3. An Intermediate Level that includes workshops designed to provide increased knowledge and skill in content areas, which are changed annually in order to be responsive to the needs of the OST Child Care community and may include, but are not limited to:
 - 2.2.14.3.1. CATCH Kids Club.
 - 2.2.14.3.2. STEAM in Your Program.
 - 2.2.14.3.3. Teambuilding in Your Program.
 - 2.2.14.3.4. Art Matters.
 - 2.2.14.3.5. Spiraling an Activity into a Multi-Week Enrichment.
 - 2.2.14.3.6. Understanding Trauma Informed Care and ACES.
 - 2.2.14.3.7. Creating Meaningful Clubs in Your Program.
 - 2.2.14.3.8. How to Engage Kids in OST.
 - 2.2.14.3.9. Family Night on a Shoestring.
 - 2.2.14.3.10. Mindfulness in Your Program.
 - 2.2.14.3.11. Inspiring Leadership to Grow Future Leaders.
 - 2.2.14.3.12. Normal Isn't Real: Succeeding with Learning Disabilities and ADHD.
 - 2.2.14.3.13. Behavior Management – the Fall Edition, the Summer Edition.
 - 2.2.14.3.14. How to Calm the Angry Octopus.
 - 2.2.14.3.15. Understanding the Impact of Homelessness and Hunger.
 - 2.2.14.3.16. The End of Year Nasties: Are You or the Kids Checking Out?

- 2.2.14.3.17. Transitions that Work for Everyone.
- 2.2.14.3.18. Friendly but Not Friends: Fostering Appropriate Relationships.
- 2.2.14.4. An Advanced Level for OST Child Care Program staff who have a commitment to professional growth, which includes:
 - 2.2.14.4.1. Leadership Institutes I, II and III, which must be taken in sequential order and are designed for directors, site coordinators, and emerging leaders.
 - 2.2.14.4.2. Program Improvement Trainings, which focuses on the School-Age Care Environment Rating Scale® (ERS), Updated Edition (SACERS-Updated™) and developing an action plan to improve program quality in individual organizations.
 - 2.2.14.4.3. SEL Trainings where the foundations of Social and Emotional Learning are explored with the goal of transforming program culture to support all children and staff by having individuals paired with participants for monthly trainings and follow up consultation sessions.
 - 2.2.14.4.4. SEML Trainings that focuses on the integration of Social and Emotional Learning with Mindfulness with content that focuses on recent research, curriculum, and strategies for immediate implementation.
 - 2.2.14.4.5. Business Practices in OST Programs, which is based on the work from the National Center for Early Childhood Assurance, and is a six (6) part series supporting directors and administrators in strengthening the quality of OST child care programs through sound business practices.
 - 2.2.14.4.6. Identifying and serving children and families experiencing homelessness.
 - 2.2.14.4.7. Special needs of children and families experiencing homelessness.
- 2.2.14.5. An Expert Level is provided exclusively for the selected Vendor's staff, trainers and any subcontractors on topics determined annually and based on the needs of the team as a whole and individually, as well as on the themes emerging from the OTS CCP, which include but are not limited to:
 - 2.2.14.5.1. SEL in the OST Community.
 - 2.2.14.5.2. Moving Beyond Icebreakers.
 - 2.2.14.5.3. Developmental Relationships and Assets.
 - 2.2.14.5.4. Training the Trainer: Enhancing Training Skills.
 - 2.2.14.5.5. Life Space Crisis Intervention.

- 2.2.14.6. All levels training, must include but are not limited to:
 - 2.2.14.6.1. The OST Credential Work Session.
 - 2.2.14.6.2. A Guide to OST Core Knowledge Areas and Why They are Important.
 - 2.2.14.6.3. Creating a Sense of Belonging for Families Experiencing Homelessness and Hunger.
 - 2.2.14.6.4. Playworks: Keep Playing.
 - 2.2.14.6.5. Every Monday Matters trainings.
 - 2.2.14.6.6. 4-H Mindful Me and Gizmo's Pawesome Guide to Mental Health.
 - 2.2.14.6.7. Self-Care for the OST Professional.
 - 2.2.14.6.8. An Overview of the ACROSS NH Preventing Suspension and Expulsion in OST Programs Guide.
 - 2.2.14.6.9. An Overview of the ACROSS NH Guide to Social and Emotional Learning for the OST Professional.
 - 2.2.14.6.10. CPR for Children and Youth.
 - 2.2.14.6.11. Understanding and Using the Guide to Social and Emotional Learning for the OST Professional.
 - 2.2.14.6.12. Creating a Prevention and Expulsion Guide for Your Program, utilizing A Suspension and Expulsion Prevention Policy Guide for New Hampshire OST Programs.
- 2.2.15. The selected Vendor must provide training on Social Emotional Learning (SEL) to OST CCP to expand the knowledge of providers and the SEL transformation within programs, including but not limited to:
 - 2.2.15.1. Training focused on children developing lifelong learning skills that influence how to manage daily challenges while remaining true to their own values, goals and needs.
 - 2.2.15.2. Providing assistance in accessing the OST modules; which meet child care licensing requirements and quality programming benchmarks.
 - 2.2.15.3. Trainings based on the framework and competencies developed by the Collaborative for Academic, Social and Emotional Learning, which focuses on cultivating knowledge, skills, and attitudes in both adults and children and youth, in order to improve academic outcomes and a healthy, positive lifestyle with competencies that include:
 - 2.2.15.3.1. Self-awareness.
 - 2.2.15.3.2. Self-management.
 - 2.2.15.3.3. Social awareness.

- 2.2.15.3.4. Relationship skills.
 - 2.2.15.3.5. Responsible decision-making.
 - 2.2.15.4. Offering technical assistance at the end of each training.
 - 2.2.15.5. Ensure the “Guide to Social and Emotional Learning for the OST Professional,” is available:
 - 2.2.15.5.1. On the selected Vendor’s website.
 - 2.2.15.5.2. In printed copies provided at annual conferences.
 - 2.2.15.6. Providing a minimum of seven (7) trainings, annually, on SEL, based on the ACROSS NH, “A Guide to Social and Emotional Learning for the OST Professional.”
 - 2.2.15.7. Providing a series of SEL trainings on:
 - 2.2.15.7.1. Intentional Relationships.
 - 2.2.15.7.2. Supporting Healthy Developmental Relationships.
 - 2.2.15.7.3. Building SEL through the SACERS-U.
 - 2.2.15.7.4. Well-Regulated and Self-Aware Adults.
 - 2.2.15.7.5. Features of an SEL-Supportive Environment.
 - 2.2.15.8. Providing SEL trainings that pair program staff with individuals for on-going technical assistance.
 - 2.2.15.9. Providing SEL trainings on Social, Emotional and Mindful Learning (SEML).
- 2.2.16. The selected Vendor must provide training and support to OST CCP on how to create and implement policies relative to suspension and expulsion of program.
 - 2.2.16.1. Provide a minimum of seven (7) trainings, annually, based on the ACROSS NH, “A Suspension and Expulsion Prevention Policy Guide for New Hampshire OST Programs.”
 - 2.2.16.1.1. Training must focus on the role SEL skills have in the prevention of suspension and expulsion with competencies that include:
 - 2.2.16.1.2. Self-awareness.
 - 2.2.16.1.3. Self-management relating to growth for both the staff and the children in program.
 - 2.2.16.1.4. Training will be supported by technical assistance, to include policy development and implementation.
 - 2.2.16.1.5. Ensure training focuses positive outcomes for children who participate in OST programing that intentionally focuses on growth in personal and social skills.

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- 2.2.16.1.6. Provide training on written policy development for addressing the limitations of expulsion of children and/or youth due to challenging behaviors.
- 2.2.16.1.7. Utilize the downloadable guide created by ACROSS NH titled, "A Suspension and Expulsion Prevention Policy Guide for New Hampshire OST Programs," which is available online at <https://www.acrossnh.org/sel>.
- 2.2.16.2. Provide regional onsite Cultural Awareness Workshops that align with the National OST Association's Core Competency Self-Assessment Tool, Cultural Competence, levels one (1) through five (5).
- 2.2.16.3. Offer diversity training at the annual Back to School Conference and a Spring/Summer Readiness Conference.
- 2.2.16.4. Provide training on OST program requirements related to operations, licensing, marketing and quality.
- 2.2.17. The selected Vendor must conduct an initial evaluation with each OST CCP that requests technical assistance to determine the needs and develop an action plan, based on the evaluation, to include but not be limited to:
 - 2.2.17.1. Goals, resources needed, completion date and progress reviews.
 - 2.2.17.2. Program observation.
 - 2.2.17.3. Professional development opportunities.
 - 2.2.17.4. Coaching or mentoring.
 - 2.2.17.5. Curriculum development.
 - 2.2.17.6. Development of administrative processes.
 - 2.2.17.7. Creation of professional development plans.
- 2.2.18. The selected Vendor must utilize an effective strength-based approach that includes relationship building, trust, respect, collaboration and mutual commitment to the consultation process.
- 2.2.19. The selected Vendor must schedule a minimum of nine (9) outcome-driven Training and Technical Assistance Trainings (TTAT) that support program quality as promoted through Granite Steps for Quality (GSQ).
 - 2.2.19.1. TTAT must consist of a minimum of six (6) annual trainings or additional trainings as requested by the Department based on current demand. The TTAT content must be developed collaboratively with the Department and must include but is not limited to:
 - 2.2.19.1.1. Providing information and support to achieve the New Hampshire Afterschool Credential or equivalent and any available endorsements.

- 2.2.19.1.2. Outreaching, onboarding, and supporting the OST CCP in creating and implementing a plan to achieve a GSQ Step, including but not limited to A timeline and activities schedule.
- 2.2.19.1.3. Support Department in designing and building three (3) training sessions to follow the School-Age Care Environment Rating Scales® Updated Edition (SACERS-U) subscales with primary focus on the Interactions and Activities: [Environment Rating Scales® | Environment Rating Scales® \(unc.edu\)](#) Pathway to include but are not limited to:
 - 2.2.19.1.3.1. A focus on Continuous Quality Improvement (CQI), reflection of SACERS-U self-assessment scores as well as a comprehensive review of assessed SACERS-U scores, and coaching for the OST program.
- 2.2.20. The selected Vendor must coordinate with other Department contractors to support the build out of the SACERS-U system.
- 2.2.21. The selected Vendor must identify and provide individuals trained in the School-Age Care Environment Rating Scale®, Updated Edition (SACERS-U™) to meet the following requirements:
 - 2.2.21.1. Reliability as ERS Anchors in SACERS-U via Environment Rating Scales Institute (ERSI): [ERS Institute](#). SACERS-U are designed to assess group-care programs for children of school age, five (5) to twelve (12) during their OST.
 - 2.2.21.2. Reliability as ERS Assessors in SACERS-U via ERSI.
 - 2.2.21.3. As coaches, knowledgeable in coaching methods, trained in SACERS-U via ERSI and GQS.
- 2.2.22. The selected Vendor must research and present evidence regarding Social Emotional Learning (SEL) tools/frameworks to aid the Department in the development of OST Pathways in GSQ.
- 2.2.23. The selected Vendor must designate a staff person to participate in the GSQ advisory group(s) as requested by the Department.

2.3. OST Capacity Building

- 2.3.1. The selected Vendor must work to expand the capacity of OST CCP statewide by:

Expanding Existing OST CCP

- 2.3.1.1. Providing training and technical assistance to support existing OST CCP in the following areas, including but not limited to:
 - 2.3.1.1.1. Increasing the number of available slots per program.

- 2.3.1.1.2. Expanding existing facility and/or add another location.
- 2.3.1.1.3. Adding enhanced services, such as offering non-traditional provider hours.
- 2.3.1.1.4. Collaborating with local schools, agencies and business to identify gaps in OST CCP services and potential solutions.
- 2.3.1.1.5. Building effective and responsive workforce recruiting and retention policies.

Expanding New OST CCP

- 2.3.1.2. Providing training and technical assistance to support establishing high quality programming new OST CCP in the following areas, including but not limited to:
 - 2.3.1.3. Identifying child care deserts and high-need areas.
 - 2.3.1.4. Developing a business plan.
 - 2.3.1.5. Meeting New Hampshire child care licensing requirements.
 - 2.3.1.6. Designing business and programmatic operations.

2.4. Workforce Development

- 2.4.1. The selected Vendor must provide OST career exploration opportunities to by:
 - 2.4.1.1. Working with high schools, colleges and universities to provide information and access to OST career opportunities, including but not limited to:
 - 2.4.1.1.1. Internship opportunities.
 - 2.4.1.1.2. The benefits of working in OST child care programs.
 - 2.4.1.1.3. Opportunities for career and personal growth.
 - 2.4.1.1.4. New Hampshire OST Credentialing.
 - 2.4.1.1.5. NHCIS.
 - 2.4.1.2. Participating in career fairs and events.
 - 2.4.1.3. Providing information to career offices.
- 2.4.2. The selected Vendor must participate in workforce recruitment and retention activities, including but not limited to:
 - 2.4.2.1. As requested by the Department, working in conjunction and collaboratively with the Department's marketing and workforce development vendors and other vendors and efforts as requested by the Department.
 - 2.4.2.2. Identifying individuals to work community events, career and job fairs to promote OST opportunities.

- 2.4.2.3. Having a presence on social media.
- 2.4.2.4. Developing tools and templates to assist OST recruiting efforts.
- 2.4.2.5. Providing content and resources for the self-care and wellness page on NH Connections Website (www.nh-connections.org), **Note: no collection or request of any Protected Health Information (PHI) or Personally Identifiable Information (PII).**
- 2.4.2.6. Other opportunities as approved and requested by the Department.
- 2.4.3. The selected Vendor must establish and maintain relationships with the seven (7) Regional Leads for the purpose of promoting the importance of and access to OST CCP.
- 2.4.4. The selected Vendor must provide annually a minimum of fifty (50) Department approved OST Materials and Supplies Kits to OST CCP.
- 2.4.5. The selected vendor must provide either an external, contractor owned and managed, OST website or utilize and OST dedicated page within www.nh-connections.org.
- 2.4.6. The selected Vendor must ensure representation and attendance at approved regional and national OST conferences, as approved by the Department and must reimburse staff for conference-related travel expenses.
- 2.4.7. The selected Vendor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

2.5. Reporting

- 2.5.1. The selected Vendor may be required to provide other data and metrics, not collected and stored in NHCIS, to the Department in a format specified by the Department.
- 2.5.2. The selected Vendor must submit an Annual Performance Report to the Department no later than July 15 each State Fiscal Year.
- 2.5.3. The selected Vendor must maintain detailed supporting documentation for the required quarterly and annual reports, which must be available to the Department for review upon request and must be retained for up to seven (7) years of the contract completion date.

2.6. Performance Measures

- 2.6.1. The Department will apply the following measures to assist in monitoring the Contractor's performance:
 - 2.6.1.1. Twenty-five percent (25%) increase in the number of OST CCP slots through expansion and/or establishment efforts, based on NHCIS data as of contract effective date.
 - 2.6.1.2. Twenty-five percent (25%) increase in OST CCP awarded a GSQ step, based on the number of Department awards as of contract effective date.

- 2.6.1.3. Twenty-five percent (25%) increase in new OST Credentials, based on the number of Department awards as of contract effective date.
- 2.6.1.4. Thirty-five percent (35%) increase in renewed OST Credentials, based on the number of Department awards as of contract effective date.
- 2.6.1.5. Fifty percent (50%) of OST workforce participate in one (1) or more training opportunities annually, based on NHCIS data as of contract effective date.
- 2.6.1.6. Sixty percent (60%) of OST CCP utilizing technical assistance report a measurable effective impact based on satisfaction survey.
- 2.6.1.7. Sixty percent (60%) of OST workforce participating in training report a measurable effective impact based on satisfaction survey.
- 2.6.1.8. Forty percent (40%) of OST workforce statewide participate in one (1) or more trainings or conferences outlined in the Scope of Work, based on NHCIS data as of contract effective date.

3. Mandatory Questions

- 3.1.1. In response to this solicitation, Vendor must respond to the Mandatory Questions below in Appendix D, Technical Responses to Questions.

Question (Q1) – Describe your organization’s ability to deliver and implement the entire Scope of Work outlined in this RFA, including GSQ, SEL and Credentialing support.

Question (Q2) – Describe your organization’s capacity to successfully implement the Scope of Work outlined in this RFA, including utilizing NHCIS or another information (data collection) system.

Question (Q3) – Describe your organization’s experience in providing similar services as outlined in the Scope of Work in this RFA.

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4. SOLICITATION RESPONSE EVALUATION

4.1. 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
Capacity (Q2)	45 Points
Experience (Q3)	40 Points
Technical Response – Total Possible Score	135 Points

MAXIMUM POSSIBLE SCORE	135 Points
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5. SOLICITATION RESPONSE PROCESS

5.1. Questions and Answers

5.1.1. Vendors' Questions

- 5.1.1.1. 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.
- 5.1.1.2. 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.
- 5.1.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 5.1.1.4. Questions must be received by the Department by the deadline given in Subsection 1.4., Procurement Timetable.

5.1.2. Department Responses

- 5.1.2.1. The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 1.4., 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.

5.2. Exceptions

- 5.2.1. 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.
- 5.2.2. 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.
- 5.2.3. 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.

5.3. Solicitation Amendment

- 5.3.1. 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.

6. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

- 6.1. 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.

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

RFA-2024-DES-03-OUTOF (email xx of xx).

- 6.2. The maximum size of file attachments per email is 10 MB. Submissions with file attachments exceeding 10 MB must be sent via multiple emails.
- 6.3. The Department must receive submissions by the time and date specified in the Procurement Timetable in Section 1.4.. and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 6.4.

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.

- 6.5.

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.

7. SOLICITATION RESPONSE REQUIREMENTS

- 7.1. 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.

7.2. Technical Response Contents

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

7.2.1. **Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements**

7.2.2. **Appendix C – Transmittal Letter and Vendor Information**, including:

7.2.2.1. **Vendor Code Number** - Prior to executing any resulting contract(s), the selected Vendor(s) will be required to provide a vendor code number issued by the State of New Hampshire Department of Administrative Services upon registering as an authorized vendor with the State. Vendors are strongly encourage to provide a vendor code number in the Appendix D if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>

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

7.2.4. **Resumes** – Applicant(s) 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. Applicant(s) must redact all personal information from resumes.

7.3. Budgets

7.3.1. Budgets are not provided and are not required to be submitted as part of this solicitation response with the application.

7.3.2. The selected Vendor will be required to complete budgets as part of the resulting contract in a format specified by the Department.

7.3.3. Draft budgets are intentionally not provided.

7.3.4. The Department will not score budgets.

8. ADDITIONAL TERMS AND REQUIREMENTS

8.1. Non-Collusion

The Vendor's required signature on the Appendix C – 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.

8.2. 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.

8.3. 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 1.4., or until the Effective Date of any resulting contract, whichever is later.

8.4. 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.

8.5. 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.

8.6. Solicitation Response Withdrawal

Prior to the Response Submission Deadline specified in Subsection 1.4., Procurement Timetable, a submitted solicitation response may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 1.2.

8.7. Confidentiality

- 8.7.1. 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.

8.8. Public Disclosure

- 8.8.1. 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/>).
- 8.8.2. 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."
- 8.8.3. 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.

- 8.8.4. 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.
- 8.8.5. 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.
- 8.8.6. By submitting a response to this solicitation, Vendors acknowledge and agree that:
 - 8.8.6.1. 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;
 - 8.8.6.2. 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
 - 8.8.6.3. 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.

8.9. Electronic Posting of RFA Results and Resulting Contract

- 8.9.1. 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.

- 8.9.2. 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.

8.10. Non-Commitment

- 8.10.1. 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.

8.11. Liability

- 8.11.1. 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.

8.12. Request for Additional Information or Materials

- 8.12.1. 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.

8.13. Oral Presentations and Discussions

- 8.13.1. 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.

8.14. Successful Vendor Notice and Contract Negotiations

- 8.14.1. 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, all submitted solicitation responses remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Vendor, the evaluation team may recommend another Vendor. The

Department will not contact Vendor that are not initially selected to enter into contract negotiations.

8.15. Scope of Award and Contract Award Notice

8.15.1. 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.

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

8.16. Site Visits

8.16.1. 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.

8.17. Protest of Intended Award

8.17.1. 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.

8.18. Contingency

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

8.19. Ethical Requirements

8.19.1. 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.

8.20. Liquidated Damages

- 8.20.1. 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.

8.21. Website and Social Media

- 8.21.1. The selected Vendor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.
- 8.21.2. The selected Vendor agrees Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PII, or other Confidential Information is subject to Exhibit K: Department Information Security Requirements and Exhibit I: DHHS Business Associate Agreement and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.
- 8.21.3. State of New Hampshire's Website Copyright
 - 8.21.3.1. 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.

9. COMPLIANCE

- 9.1. The selected Vendor 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.
- 9.2. The selected Vendor may be required to complete a contract monitoring questionnaire, to be provided by the Department, to determine risk of noncompliance and appropriate monitoring activities, including, but not limited to:
 - 9.2.1. Site visits.

9.2.2. File reviews.

9.2.3. Staff training.

9.3. Records

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

9.3.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the selected Vendor in the performance of the resulting contract(s), and all income received or collected by the selected Vendor.

9.3.1.2. 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.

9.3.1.3. 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.

9.3.2. During the term of the resulting contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting contract for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Vendor 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.

9.4. Credits and Copyright Ownership

9.4.1. 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."

9.4.2. 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.

- 9.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 9.4.3.1. Brochures.
 - 9.4.3.2. Resource directories.
 - 9.4.3.3. Protocols.
 - 9.4.3.4. Guidelines.
 - 9.4.3.5. Posters.
 - 9.4.3.6. Reports.
- 9.4.4. The selected Vendor must not reproduce any materials produced under the contract without prior written approval from the Department.

9.5. Culturally and Linguistically Appropriate Services

- 9.5.1. 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.
- 9.5.2. Vendors are required to complete Appendix B, 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.
- 9.5.3. If awarded a contract, the selected Vendor will be:
 - 9.5.3.1. 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
 - 9.5.3.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, as made available by the Department.

9.6. Background Checks

- 9.6.1. Prior to permitting any individual to provide services under this Agreement, the selected Vendor must ensure that said individual has undergone:
 - 9.6.1.1. 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 under this Agreement;
 - 9.6.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
 - 9.6.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with

results indicating no evidence of behavior that could endanger individuals served under this Agreement;

9.7. Confidential Data

- 9.7.1. The selected Vendor 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.
- 9.7.2. The selected Vendor must ensure any staff and/or volunteers involved in delivering services through the resulting contract 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 must provide attestations upon Department request.
- 9.7.3. 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:
 - 9.7.3.1. How PII is gathered and stored;
 - 9.7.3.2. Who will have access to PII;
 - 9.7.3.3. How PII will be used in the system;
 - 9.7.3.4. How individual consent will be achieved and revoked; and
 - 9.7.3.5. Privacy practices.
- 9.7.4. 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.

9.8. Department Owned Devices, Systems and Network Usage

- 9.8.1. 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:
 - 9.8.1.1. 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;
 - 9.8.1.2. 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;
- 9.8.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 9.8.1.4. 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;
 - 9.8.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 9.8.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
 - 9.8.1.7. 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."
 - 9.8.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
 - 9.8.1.9. Agree when utilizing the Department's email system:
 - 9.8.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov."
 - 9.8.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 9.8.1.9.3. 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."
 - 9.8.1.10. 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:
 - 9.8.1.11. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing,

handling, hearing, or transmitting Department Data or Confidential Data.

- 9.8.1.12. 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.
- 9.8.1.13. Agree End User's will only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.
- 9.8.1.14. 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.
- 9.8.1.15. 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.

9.8.2. Workspace Requirement

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

9.9. Contract End-of-Life Transition Services

9.9.1. General Requirements

- 9.9.1.1. 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.
- 9.9.1.2. 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 subcontractors engaged by Recipient in connection with the Transition Services.

9.9.1.3. 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.

9.9.1.4. 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.

9.9.1.5. 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.

9.9.1.6. 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*.

9.9.2. Completion of Transition Services

9.9.2.1. 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.

9.9.2.2. 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*.

9.9.3. Disagreement over Transition Services Results

9.9.3.1. 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.

9.10. Audit Requirements

- 9.10.1. The selected Vendor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
- 9.10.1.1. 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.
 - 9.10.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.
 - 9.10.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 9.10.2. If Condition A exists, the selected Vendor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Vendor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 9.10.3. If Condition B or Condition C exists, the selected Vendor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.
- 9.10.4. 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.
- 9.10.5. In addition to, and not in any way in limitation of obligations of the resulting Contract, it is understood and agreed by the selected Vendor that the selected Vendor 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.

10. APPENDICES TO THIS SOLICITATION

10.1. Appendix A – Form P-37 General Provisions and Standard Exhibits (excluding Exhibit I)

- 10.2. Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 10.3. Appendix C – Transmittal Letter and Vendor Information**
- 10.4. Appendix D – Technical Response to Questions**
- 10.5. Appendix E – Child Care Access and Regional Systems Coordination**
- 10.6. Appendix F – Granite Steps for Quality**