



State of New Hampshire
Department of Health and Human Services

REQUEST FOR APPLICATIONS

FOR

Home Visiting MIECHV Training and Technical Assistance

RFA-2024-DPHS-10-HOMEV

RELEASE DATE: December 22, 2023

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1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division of Division of Public Health Services (“Department”) is seeking responses to this Request for Applications (solicitation) from qualified Vendors to provide training and technical assistance to the NH Maternal, Infant, and Early Childhood Home Visiting (MIECHV) program, including its participating agencies. Services include but are not limited to, developing and implementing training programs; conducting training needs assessments; developing educational materials; planning for statewide conferences; and making subject matter experts available to NH MIECHV contractors. These services increase the capacity of local, regional, and state-level home visiting practitioners to provide high-quality home visiting services to NH families.

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	Upon Governor and Executive Council approval
Contract End Date	06/30/2025
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:	\$425,000 for the contract term
Funding Source	The Department anticipates using General funds for resulting contract.
Point of Contact	Erica Brisson, Contract Specialist Erica.D.Brisson@dhhs.nh.gov 603-271-2762
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.

New Hampshire Department of Health and Human Services
Home Visiting MIECHV Training and Technical Assistance

Item	Action	Date
1.	Solicitation Released	12/22/2023
2.	Letter of Intent Submission Deadline (optional)	1/9/2023
3.	Questions Submission Deadline	1/19/2024 12:00PM - Noon
4.	Department Response to Questions Published	1/26/2024
5.	Vendor Solicitation Response Due Date	1/31/2024 12:00PM - Noon

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Division of Public Health Services

The New Hampshire Division of Public Health Services (DPHS) promotes optimal health and well-being for all people in New Hampshire and protects them from illness and injury. DPHS is responsible to serve the public – individuals, families, communities and organizations – by delivering high quality, evidence-based services. DPHS responds promptly to public health threats, inquiries, and emerging issues. DPHS is charged with the authority and accountability to enforce laws to protect the public’s health in areas as varied as the inspection of food establishments and the prevention of childhood lead poisoning.

DPHS Maternal and Child Health Bureau (MCHB) supports a broad array of program in order to improve the availability of and access to high quality preventive and primary health care for all children and to reproductive health care for all women and their partners regardless of their ability to pay. More information on the Home Visiting Program is available at: <https://www.dhhs.nh.gov/programs-services/population-health/maternal-child-health/home-visiting>

Objective

The purpose of this RFA is to coordinate training and technical assistance services on a statewide basis to ensure family support home visiting professionals have access to a broad range of relevant and required professional development opportunities. Additionally, this procurement seeks to ensure that NH’s home visited families in the Healthy Families America (HFA) NH program have a voice in the quality improvement and service delivery activities of the program.

The selected Vendor must ensure successful outcomes centered around health equity that include: transparent and informed community planning processes; high-quality educational materials, conferences and training programs; knowledge and skills-building among DPHS contracted agencies; timely and efficient administrative processes; and effective evaluation of programs.

1.4.2. Covered Populations

This contract will support the DPHS Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program and its six (6) local implementing agencies (LIAs), hereinafter MIECHV Program. The number of LIAs is subject to change.

2. STATEMENT OF WORK

2.1. Scope of Services

- 2.1.1. The selected Vendor must provide a broad range of home visiting and family support professional development support services to LIA and the Department's MIECHV Program staff, including, but not limited to:
 - 2.1.1.1. Conducting needs assessments to determine specific professional development needs.
 - 2.1.1.2. Developing and implementing a variety of prevention-focused training programs. Providing logistical support and planning for conferences and meetings.
 - 2.1.1.3. Providing technical assistance ensuring subject matter experts are available to the Department.
 - 2.1.1.4. Developing educational materials.
 - 2.1.1.5. Developing and implementing evaluation plans.
 - 2.1.1.6. Providing scholarships for home visiting staff to attend advanced trainings.
 - 2.1.1.7. Ensuring the efficient use of resources.
- 2.1.2. The selected Vendor must provide services to increase the capacity of LIA staff to provide high-quality home visiting services by:
 - 2.1.2.1. Developing and implementing a variety of training programs;
 - 2.1.2.2. Developing evaluation plans;
 - 2.1.2.3. Facilitating conference planning and providing logistical support services for these conferences; and
 - 2.1.2.4. Providing technical assistance to the Department and its Contractors, as determined by the Department.
- 2.1.3. **Gap Analysis and Program Support**
 - 2.1.3.1. **NH Maternal Infant and Early Childhood Home Visiting (MIECHV) Program**
 - 2.1.3.1.1. The selected Vendor must work with the New Hampshire Maternal, Infant, and Early Childhood Home Visiting (NH MIECHV) program to conduct and complete an annual gap analysis of the NH MIECHV program's current service populations compared to the populations identified in the 2018 Needs Assessment, to identify opportunities for improved community outreach within

the first 12 months of the resulting contract and annually thereafter.

- 2.1.3.1.2. The selected Vendor must, based on the findings of the gap analysis, support the MIECHV Program in all identified at-risk communities in conducting a minimum of two targeted outreach efforts annually to engage and recruit members of diverse populations, unserved or underserved by the NH MIECHV program.

2.1.4. Logistical Support for Conferences, Meetings and Planning Groups

2.1.4.1. General Logistic Support for Conferences

- 2.1.4.1.1. The selected Vendor must provide logistical support for conferences as approved by the Department, which must include, but is not limited to:
 - 2.1.4.1.1.1. Convening, facilitating, and documenting meetings of work groups and role-specific groups.
 - 2.1.4.1.1.2. Developing the conference and meeting agendas in coordination with planning teams and/or the Department.
 - 2.1.4.1.1.3. Compiling e-mail lists to promote conferences using addresses supplied by members of the planning team.
 - 2.1.4.1.1.4. Designing and electronically publishing conference brochures, “Save the Date” announcements, and other marketing materials as funding allows.
 - 2.1.4.1.1.5. Disseminating announcements of meetings to members.
 - 2.1.4.1.1.6. Designing the layout and printing materials for conference attendees.
 - 2.1.4.1.1.7. Coordinating logistics with speakers.
 - 2.1.4.1.1.8. Coordinating logistics with vendors and supporting their logistical needs during conferences.
 - 2.1.4.1.1.9. Providing operations support during conferences and meetings including, but not limited to:

- 2.1.4.1.1.9.1. Registering attendees;
- 2.1.4.1.1.9.2. Coordinating IT needs;
- 2.1.4.1.1.9.3. Coordinating with the DHHS and site staff; and
- 2.1.4.1.1.9.4. Conducting other activities typically associated with conference and/or meeting support.
- 2.1.4.1.1.10. Compiling data from evaluation forms completed by attendees, analyzing data, and providing written reports to programs.
- 2.1.4.1.1.11. Receiving payments from vendors, which must be utilized for supporting conferences, with any additional funding to be utilized for activities funded by the program sponsoring the conference.
- 2.1.4.1.1.12. Facilitating reservations and logistics of each conference site.
- 2.1.4.1.1.13. Reporting all costs and income generated for each conference to the program funding the conference.
- 2.1.4.1.2. The selected Vendor must provide logistical support to the NH MIECHV Program to support family advisory capacity, including providing gift cards to caregiver/parent advisors.
 - 2.1.4.1.2.1. The selected Vendor must offer program participants a \$15 gift card for completing surveys related to program advertisement or program improvement.
 - 2.1.4.1.2.2. The selected Vendor must offer a gift card in the amount of \$25 to program participants who participate in virtual meetings for the purpose of program advisement, program improvement, or virtual trainings.
 - 2.1.4.1.2.3. The selected Vendor must offer a gift card in the amount of \$50 for a half-day (up to 4 hours) and \$100 for a full-day (up to 8

hours) to program participants who participate in in-person meetings or trainings.

2.1.4.2. NH Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program

2.1.4.2.1. The selected Vendor must provide planning, scheduling and logistical support as requested for role-specific collaborative meetings among LIA staff on at least a quarterly basis. Meetings must be held to support the following groups:

2.1.4.2.1.1. HFA Nurses

2.1.4.2.1.2. Family Resource Specialists

2.1.4.2.1.3. Family Support Specialists

2.1.4.2.1.4. Supervisors and program managers

2.1.4.2.1.5. Newly hired staff

2.1.4.2.1.6. Parent/ caregiver/ family leaders and advisors

2.1.4.2.2. The selected Vendor must develop and implement an annual training plan that includes, but is not limited to:

2.1.4.2.2.1. Agency – or role-specific training plans

2.1.4.2.2.2. A minimum of twelve (12) training opportunities offered to NH MIECHV home visiting staff annually.

2.1.4.2.2.3. Pre- and post-evaluations of developed trainings.

2.1.4.2.3. The selected Vendor must provide logistical support to the NH MIECHV Program to support family advisory capacity, including providing gift cards to caregiver/parent advisors, in a manner consistent with industry standards.

2.1.4.2.4. The selected Vendor must develop training for, or link parent/caregiver/family advisors to existing training to support strategic sharing and professional growth in family leadership for parent/caregiver/family advisors.

2.1.4.2.5. The selected Vendor must provide logistical support, planning support and evaluation for a minimum of two

(2) annual all-staff or regional in-person training events for up to 60 staff from the MIECHV Program.

2.1.4.2.5.1. Content for training events will be determined based on a review of desired training content gathered through annual training surveys, in conjunction with a review of required training content for the Healthy Families America (HFA) model.

2.1.4.2.6. The selected Vendor must develop at least two (2) annual workforce wellness or wellbeing activities/initiatives to support agency staff in conducting self-care and team-building activities to prevent compassion fatigue and burnout, in support of workforce retention.

2.1.4.2.7. The selected Vendor must develop a set-aside fund to provide no less than eight (8) training scholarships for NH MIECHV-funded LIA staff, including HFA Family Resource Specialists, Family Support Specialists, Registered Nurses, Supervisors, and Program Managers to participate in advanced trainings and national conferences to expand professional development and learning opportunities. In the event of a special circumstance, approval may be given by DHHS for scholarship funds to pay for HFA Core training on a one-time basis.

2.1.5. Technical Assistance

2.1.5.1. The selected Vendor must provide technical assistance to support the NH MIECHV program's continuous quality improvement (CQI) activities through meeting coordination and the development of visual aids and data visualizations as requested.

2.1.5.2. The selected Vendor must provide technical assistance as requested for the purpose of engaging family and participant input related to program improvement activities.

2.1.6. Development and Production of Educational Materials

2.1.6.1. General Standards for Education Materials

2.1.6.1.1. The selected Vendor must, in consultation with the Department subject matter experts, develop and/or produce educational materials on topics identified by Department staff.

2.1.6.1.2. The selected Vendor must obtain Department approval prior to distribution of any produced materials, and ensure all materials produced give credit to the funding source utilized to create the materials.

2.1.6.1.3. The selected Vendor must ensure all materials are developed in accordance with the CDC recommendations specified in Simply Put: Guide to Developing Easy-To-Understand Materials, CDC July 2010, including any updates that may be issued by the CDC. This document can be found here: https://www.cdc.gov/healthliteracy/pdf/Simply_Put.pdf

2.1.6.2. **NH Maternal, Infant and Early Childhood Home Visiting (MIECHV) Program**

2.1.6.2.1. The selected Vendor must assist the Department's NH MIECHV staff with the development of outreach and educational materials, that include, but are not limited to:

2.1.6.2.1.1. Updating the existing promotional materials in both digital and print formats;

2.1.6.2.1.2. Developing 2-3 home visiting-specific social media posts per month, to share on the DPHS Facebook account.

2.1.6.2.1.3. Developing materials to support current and upcoming CQI project activities, as guided by the Home Visiting Program Manager or designee.

2.1.6.2.1.4. Developing and/or sharing Environmental Health promotional information and resource toolkits in collaboration with the NH Environmental Public Health Tracking program.

2.1.6.2.1.5. A monthly e-newsletter for NH MIECHV LIA staff, promoting educational opportunities and program information.

2.1.6.2.1.6. Other outreach and educational materials as identified through the training plan, training evaluations, or in response to emerging programmatic needs.

2.1.7. **Evaluation Planning**

- 2.1.7.1. The selected Vendor must develop evaluation plans, in consultation with Department subject matter experts, which clearly outline goals, objectives, activities, outputs, outcomes, and performance measures.
- 2.1.7.2. The selected Vendor must ensure that all staff submit all required documentation.
- 2.1.7.3. The selected Vendor must actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 2.1.7.4. The selected Vendor must participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.
- 2.1.8. **Reporting**
 - 2.1.8.1. The selected Vendor must submit quarterly Reports, which include, but are not limited to:
 - 2.1.8.1.1. Status of annual training plan;
 - 2.1.8.1.2. Training content developed;
 - 2.1.8.1.3. New training content made available to LIA staff from outside sources;
 - 2.1.8.1.4. In-person and virtual training with newly-developed content provided to LIA staff including:
 - 2.1.8.1.4.1. Content
 - 2.1.8.1.4.2. Number of attendees
 - 2.1.8.1.4.3. Evaluation results
 - 2.1.8.1.4.4. Advanced training scholarships issued, including:
 - 2.1.8.1.4.4.1. Scholarship recipient
 - 2.1.8.1.4.4.2. Agenda of training attended
 - 2.1.8.1.4.4.3. Number of role-specific and other meetings coordinated and/or facilitated
 - 2.1.8.1.4.4.4. Status and outcomes of gap analysis
 - 2.1.8.1.4.4.5. Activities conducted to address service gaps

2.1.8.1.4.5. Number and description of annual workforce wellness activities or initiatives conducted

2.1.9. Performance Measures

2.1.9.1. The selected Vendor must provide key data in a format and at a frequency specified by the Department for the following performance measures:

2.1.9.1.1. Respond to all requests for high-priority consultation services within one (1) business day.

2.1.9.1.2. Respond to all requests for high-priority technical assistance within one (1) business day.

2.1.9.1.3. At least 85% of prevention focused training programs receive a rating no less than 'Very Good'.

2.1.9.1.4. At least 85% of the logistical support conferences, meetings, and planning groups receive a rating no less than 'Very Good'.

2.1.9.2. The selected Vendor must identify barriers to meeting performance measures on a quarterly basis in conjunction with the quarterly report, and provide a corrective action plan which:

2.1.9.2.1. Identifies barriers to success;

2.1.9.2.2. Includes a work plan for mitigating barriers; and

2.1.9.2.3. Includes a timeline in which compliance with performance measures will be met.

2.1.9.3. The selected Vendor must ensure the following performance outcomes and measure are achieved and monitored throughout the contract period to measure the effectiveness of the agreement:

2.1.9.3.1. 100% of staff deployed submit all required documentation.

2.1.9.3.2. The selected Vendor must actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

2.2. Mandatory Questions

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

Q1 Describe your organization's experience with the following:

- a. Providing planning and logistical support for conferences and in-person training events.
- b. Convening, coordinating, and facilitating professional and advisory groups.
- c. Developing and producing educational materials targeted to professionals, private-sector workers, and the public.
- d. Engaging culturally and/or linguistically diverse group(s), including your organization’s ability to engage diverse perspectives in the development of training content and program materials.

- Q2 Describe your organization’s qualifications and experience with training and technical assistance for home visiting or other prevention services programs, including your organization’s:
- a. Capacity to develop new and leverage existing training resources.
 - b. Developing comprehensive training needs assessments and training plan.
 - c. Ensuring training content is relevant and reflective of current best practices and evidence-informed with primary emphasis on adult learning modalities, including content suitable for individuals with limited English proficiency.
 - d. Evaluating the effectiveness and impact of trainings provided.
- Q3 Describe your experience and capacity for recruiting, engaging, and retaining a diverse group of program advisors and representative of the communities being served to support advisory groups and CQI work.
- a. Describe your proposed compensation plan for parent/caregiver/family advisors.
 - b. Describe your proposed staffing plan that demonstrates your capability to provide services. Include: Your agency’s organizational chart. Resumes for key staff who will have responsibility for managing the programmatic, administrative and financial requirements in the delivery of these services. Proposed staffing plan and job descriptions for any vacant positions.

2.3. Finance

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

State Fiscal Year	Funding Amount
2024	\$175,000
2025	\$250,000
TOTAL	\$425,000

- 2.3.2. Funds are anticipated to be available in the State Fiscal Years identified above with the ability to adjust encumbrances between state fiscal years, if needed and justified.
- 2.3.3. Payment for services will be made on a cost reimbursement basis, based on approved budgets, to be included in the resulting contract.
- 2.3.4. The selected Vendor will be required to submit budgets and program staff lists for Department approval upon notification of award. The selected Vendor will

be required to submit budgets on a template provided by the Department, attached for reference as Appendix E. Vendors are not required to submit budgets with this Application.

- 2.3.5. The selected Vendor must submit monthly invoices using a form satisfactory to the Department, which identifies and requests reimbursement for authorized expenses incurred. The selected Vendor must ensure invoices are completed, dated and submitted to the Department to initiate payment.

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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. Vendors are advised that this is not a low cost award and that the scoring of the Cost Proposal will be combined with the scoring of the Technical Response to determine the overall highest scoring Vendor.

TECHNICAL RESPONSE	POSSIBLE SCORE
Q1 Experience	125 Points
Q2 Training and Technical	75 Points
Q3 Recruitment and Engagement	100 Points
Technical Response – Total Possible Score	300 Points

MAXIMUM POSSIBLE SCORE	300 Points
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4. SOLICITATION RESPONSE PROCESS

4.1. Letter of Intent

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

4.2. Questions and Answers

4.2.1. Vendors' Questions

- 4.2.1.1. All questions about this Solicitation including, but not limited to, requests for clarification, additional information or any changes to the Solicitation must be made in writing, by email only, citing the Solicitation page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 1.2.
- 4.2.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be

answered. Statements that are not questions will not receive a response.

4.2.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.

4.2.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

4.2.2. Department Responses

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

4.2.3. Exceptions

4.2.3.1. The Department will require the successful Vendor to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the Question Period in Subsection 1.3. Vendors may not request exceptions to the Scope of Services or any other sections of this Solicitation.

4.2.3.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion in its response to Vendor questions.

4.2.3.3. Any exceptions to the standard form contract and exhibits that are not raised by a Vendor during the Question Period may not be considered. **In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this Solicitation.**

4.3. Solicitation Amendment

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

5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

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

5.1.1. The subject line must include the following information:

RFA-2024-DPHS-06-HOMEV (email xx of xx).

- 5.2. The maximum size of file attachments per email is 25 MB. Submissions with file attachments exceeding 25 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 C – Transmittal Letter and Vendor Information**, including:

6.2.1.1. **Vendor Code Number** - Prior to executing any resulting contract, the selected Vendor 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 B if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>

6.2.2. **Appendix D – Vendor Technical Response to Mandatory Questions**

6.2.3. **Appendix B - Culturally and Linguistically Appropriate Services (CLAS) Requirements**

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 B – 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:
 - 7.8.6.1. 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;
 - 7.8.6.2. 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

- 7.8.6.3. 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.

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 (G&C) 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, 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.

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 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 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 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:

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

8.3. Records

8.3.1. The selected Vendor 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 in the performance of the resulting contract(s), and all income received or collected by the selected Vendor.

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. Records of payment made to parent/caregiver/family advisors.

8.3.2. 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.

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 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 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 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.
- 8.5.3. If awarded a contract, the selected Vendor will be:
 - 8.5.3.1. Required to submit a detailed description of the language assistance services they will provide to Limited English Proficiency (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 Information Security Requirements Exhibit.
- 8.6.2. The selected Vendor(s) must ensure any individuals 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 Information Security Requirements Exhibit. 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. Contract End-of-Life Transition Services

- 8.7.1. General Requirements
 - 8.7.1.1. 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.

- 8.7.1.2. The selected Vendor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the 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.
 - 8.7.1.3. 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.
 - 8.7.1.4. 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 the Contract.
 - 8.7.1.5. 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.
 - 8.7.1.6. 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 the Department’s Information Security Requirements Exhibit.
- 8.7.2. Completion of Transition Services
- 8.7.2.1. 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.

8.7.2.2. 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 the Department's Information Security Requirements Exhibit.

8.7.3. Disagreement over Transition Services Results

8.7.3.1. 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.

8.8. Website and Social Media

8.8.1. State of New Hampshire's Website Copyright

8.8.1.1. 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.

8.9. Audit Requirements

8.9.1. The selected Vendor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.9.1.1. 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.

8.9.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

8.9.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.9.2. 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.

- 8.9.3. 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.
- 8.9.4. 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.
- 8.9.5. 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(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 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** *(for reference only – do not return)*
- 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)**
- 9.5. Appendix E – Budget Sheet and Program Staff List** *(for reference only – do not return)*