



State of New Hampshire
Department of Health and Human Services

REQUEST FOR APPLICATIONS

FOR

Temporary Staff Services

RFA-2024-NHH-01-TEMPO

RELEASE DATE: March 16, 2023

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New Hampshire Department of Health and Human Services
 Temporary Staff Services

1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, New Hampshire Hospital (NHH) and Glenclyff Home (“Department”) is seeking responses to this Request for Applications (solicitation) from qualified Staffing Agencies (hereinafter “Vendors”) to secure Temporary Staff to support NHH and Glenclyff Home.

Temporary Staff is defined to include the following positions:

Registered Nurses.

Licensed Practical Nurses.

Licensed Nursing Assistant.

Mental Health Workers.

Psychiatric Social Workers.

The Department anticipates awarding one (1) or more contract(s) for the services in this solicitation. Vendors may submit an application to provide all or some of the Temporary Staff positions listed above; however higher scores will be rendered to Vendors that are able to provide all positions. It is estimated a total of fifty professional staff will be needed over the course of the contract.

1.2. Key Information

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

Contract Effective Date	July 1, 2023	
Contract End Date	June 30, 2025	
Renewal Options	The Department may extend contracted services for up to four (4) additional years.	
Funding for the resulting contract(s) is anticipated to be approximately:	\$2,010,000 in State Fiscal Year 2024 and \$1,760,000 in State Fiscal Year 2025, inclusive of all contracts awarded. See Subsection 2.7., Compensation and Contract Value for more details.	
Funding Source	The Department anticipates using General and Other funds for resulting contract(s).	
	Assistance Listing #	N/A
	Award Name	N/A
Match Requirements	N/A	
Point of Contact	Corey R. Nachman, Contract Specialist Corey.R.Nachman@dhhs.nh.gov 603-271-9341	

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

1.3. Procurement Timetable

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.		
Item	Action	Date
1.	Solicitation Released	3/16/2023
2.	Letter of Intent Submission Deadline (optional)	3/22/2023
3.	Questions Submission Deadline	3/31/2023 12:00PM
4.	Department Response to Questions Published	4/12/2023
5.	Vendor Solicitation Response Due Date	4/21/2023 12:00PM

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, New Hampshire Hospital

New Hampshire Hospital provides acute, inpatient psychiatric services for adults needing active treatment and other essential supports within a continuum of community-based care. Core values of person centered care, collaboration, integrity, compassion, and excellence are the foundation of the Department’s vision of being recognized as a center of excellence. Treatments are recovery oriented and patient centered. Work includes evaluating innovative treatment methods and sharing outcomes that improve the mental health of individuals served.

The Hospital admits adult patients, on a voluntary or involuntary basis. Services are provided for individuals with major mental illnesses related to thought, mood and behavior (such as schizophrenia, bipolar affective disorder, anxiety disorders and adjustment disorders). Most of the Hospital’s admissions are patients who are deemed to be dangerous to themselves or others as a result of mental illness. Other patients have legal guardians who have the authority to admit them voluntarily and consent for treatment.

1.4.2. New Hampshire Department of Health and Human Services, Glenciff Home

Glenciff Home (Glenciff) is a State owned long-term medical care facility operated and located in Glenciff, New Hampshire that provides the high quality psychiatric and medical services. Glenciff strives to provide a continuum of services for New Hampshire's developmentally disabled, and/or mentally ill population in a home-like atmosphere with an emphasis on independence, dignity, and acceptance.

1.4.3. Objective

Due to a national shortage of health care professionals, the Department has required, and continues to require, additional temporary staffing services. The Department seeks one of more Staffing Agencies to secure Temporary Staff, including Registered Nurses (RN), Licenses Practical Nurses (LPN), Licensed Nursing Associates (LNA), Mental Health Workers (MHW), and Psychiatric Social Workers (PSW) to support NHH and Glenciff.

Shared housing may be provided for traveling nurses, if applicable and available, at the Glenciff Home site only.

1.4.4. Covered Populations

The population served by this RFA are the patients of New Hampshire Hospital and residents of Glenciff Home.

2. STATEMENT OF WORK

2.1. Scope of Services

2.1.1. The selected Vendor(s) must provide Temporary Staff to support NHH and Glenciff.

2.1.2. The selected Vendor(s) must provide properly licensed Temporary Staff, and ensure all Temporary Staff performing services under this Agreement possess:

2.1.2.1. Valid applicable licenses issued in New Hampshire.

2.1.2.2. Resumes.

2.1.2.3. CPR certification, as required by state law.

2.1.2.4. Proof of pre-employment screening which includes, but is not limited to:

2.1.2.4.1. COVID-19 and influenza vaccines, unless appropriate exemptions have been identified.

2.1.2.4.2. A physical as applicable by state law which includes, but is not limited to the following immunizations:

2.1.2.4.2.1. Hepatitis B.

2.1.2.4.2.2. Influenza.

- 2.1.2.4.2.3. MMR.
- 2.1.2.4.2.4. Varicella (chickenpox).
- 2.1.2.4.2.5. Tetanus, diphtheria, pertussis.
- 2.1.2.4.3. TB skin test (Quantiferon TB gold).
- 2.1.2.4.4. At least three (3) professional references.
- 2.1.2.4.5. Criminal background check(s).
- 2.1.2.4.6. Drug screening as applicable.
- 2.1.3. The selected Vendor(s) must ensure all license renewals and evidence of required vaccinations are provided to NHH. These renewals include, but are not limited to:
 - 2.1.3.1. License renewals.
 - 2.1.3.2. CPR recertification.
 - 2.1.3.3. Covid-19 vaccinations or appropriate exemptions.
 - 2.1.3.4. Influenza vaccinations or appropriate exemptions.
- 2.1.4. The selected Vendor(s) must ensure all Temporary Staff attend a minimum of eight (8) hours of orientation provided by the Department that includes, but is not limited to:
 - 2.1.4.1. Specific information regarding infection prevention.
 - 2.1.4.2. Client confidentiality.
 - 2.1.4.3. Medical records and other documentation practices.
 - 2.1.4.4. Safety and emergency protocols including, but not limited to “Cues to Crisis” training regarding how to recognize and respond safely to patients who may be experiencing psychiatric crises.
- 2.1.5. The selected Vendor(s) must ensure that the Temporary Staff comply with applicable laws, regulations, and/or professional accreditation standards.

2.2. RN and LPN Position Requirements

- 2.2.1. The selected Vendor(s) must provide RNs for NHH and Glenciff and LPNs for Glenciff only. RNs and LPNs must be qualified to perform duties that include but are not limited to:
 - 2.2.1.1. Conducting physical assessments, including psychiatric or admission assessments.
 - 2.2.1.2. Administering medication(s).
 - 2.2.1.3. Processing of physician orders.
 - 2.2.1.4. Monitoring vital signs.

- 2.2.1.5. Testing blood glucose levels.
- 2.2.1.6. Completing treatments.
- 2.2.1.7. Conducting pain assessments.
- 2.2.1.8. Changing dressings.
- 2.2.1.9. Providing venipuncture services.
- 2.2.1.10. Management of the milieu.
- 2.2.1.11. Utilizing the electronic health record (EHR) of NHH and Glenclyff to obtain clinical information and to document patient care.
- 2.2.1.12. Communicating both verbally and in writing to report related findings
- 2.2.1.13. In accordance with agency policies, declare a personal safety emergency stemming from any situation where the physical or emotional safety of an individual is at risk and immediate action is necessary to prevent harm or injury (e.g., physical assaults, verbal threats, medical equipment malfunctions, or incidents of patient/resident elopement) as needed.

2.3. LNA Position Requirements

- 2.3.1. LNAs must be qualified to perform duties that include but are not limited to:
 - 2.3.1.1. Providing patients with basic information, assisting in interpersonal relationships, and facilitating the adjustment of patients to their living environment.
 - 2.3.1.2. As directed by a nurse, assisting in planning and providing for daily needs of the patients with Activities of Daily Living (ADL) or minor treatment procedures.
 - 2.3.1.3. Supervising patients in various groups for patient enjoyment and maintenance of ADL skills and current level of functioning.
 - 2.3.1.4. Assisting in coordinating staff schedules and weekly patient assignment sheets for individualized patient care.
 - 2.3.1.5. Reporting related findings through verbal and written communication to their shift supervisor.

2.4. MHW Position Requirements

- 2.4.1. The selected Vendor(s) must provide MHW who, under the direction of an RN, carry out assigned tasks, provide direct service to patients/residents and in an acute psychiatric care facility, and are qualified to perform duties that include, but are not limited to:
 - 2.4.1.1. Assisting in admission procedures.
 - 2.4.1.2. Searching for contraband.

- 2.4.1.3. Orienting the patient to the unit/hospital environment.
- 2.4.1.4. Identifying and recording patient valuables.
- 2.4.1.5. Completing documentation requirements.
- 2.4.1.6. Communicating any significant changes in patient status and reporting all untoward patient actions or symptoms to medical staff in charge to assure safety and continuity of care.
- 2.4.1.7. Supervising and supporting patients as necessary in bathing, showering and other hygiene needs.
- 2.4.1.8. Maintaining awareness of patients' dietary needs and providing records of nutritional intake.
- 2.4.1.9. Monitoring and providing a safe and clean environment as prescribed by standards relating to fire safety and infection control.
- 2.4.1.10. Utilizing a supportive approach with anxious and agitated patients.
- 2.4.1.11. Identifying needs for walk groups or any other activities that will allow patients space to feel supported and to de-escalate potential situations that could create unsafe environments for staff and patients.
- 2.4.1.12. Demonstrating basic knowledge of patient histories and conditions.
- 2.4.1.13. Providing testimony during legal proceedings to provide support while maintaining patient confidentiality.
- 2.4.1.14. Implementing individualized plans of care by reinforcing treatment goals during daily, continual interactions.
- 2.4.1.15. Purposely observing patient behaviors by documenting objective data as well as subjective inference (i.e. suicidal tendencies, patient gait, medication side effects).
- 2.4.1.16. Escorting, supporting and supervising patients at appointments, legal proceedings, home placements and other activities as necessary to ensure patient safety.
- 2.4.1.17. Participating in quality improvement data collection and completing all mandatory review classes to maintain competencies.
- 2.4.1.18. Seeking out and appropriately utilizing supervision from Nursing Coordinator or designee in order to ensure safe practices.
- 2.4.1.19. Maintaining current knowledge of hospital, departmental and unit based changes by participating in staff meetings and reading policies and procedures to maintain skill level.
- 2.4.1.20. Exploring opportunities to expand scope of knowledge where applicable through continuing education.

- 2.4.1.21. Maintaining a positive customer service oriented attitude by demonstrating a professional and courteous demeanor in all interactions and through professional appearance.
- 2.4.1.22. Maintaining safe body mechanics while participating in physically, demanding and unpredictable and potentially hazardous patient care situations such as safely transporting physically aggressive patients.
- 2.4.1.23. Exhibiting a willingness to perform other duties as assigned to ensure smooth unit operations.

2.5. PSW Position Requirements

- 2.5.1. PSWs must possess at least a Master's Degree in Social Work (MSW) who are capable of duties that include, but are not limited to:
 - 2.5.1.1. Performing complicated, detailed and involved reviews of a highly professional nature to gather background material from patients, family members, service providers and guardians in order to formulate comprehensive psychosocial assessments and make clinical recommendations for inpatient and aftercare services.
 - 2.5.1.2. Establishing and maintaining highly sensitive contacts with a wide range of community agencies while exercising sound judgment to ensure quality services are provided to patients.
 - 2.5.1.3. Establishing and maintaining therapeutic relationships with patients, guardians, family members and significant others to assess, mobilize and access social, financial and residential resources needed to promote recovery.
 - 2.5.1.4. Developing treatment goals in conjunction with the treatment teams of NHH and Glencliff, patient, guardians, families and significant others on the basis of an in-depth comprehensive psychosocial assessment.
 - 2.5.1.5. Ensuring on-going discussion upon issues with discharge, with treatment team, patients, guardians, families and significant others.
 - 2.5.1.6. Providing individual, family and group therapy on assigned cases and based on program needs with a willingness to apply a broad range of established therapeutic techniques.
 - 2.5.1.7. Assisting and giving guidance to patients as needed to assist with individual problem solving.
 - 2.5.1.8. Coordinating and monitoring patient finances such as daily spending, applications for benefits and/or entitlement programs provided by federal, state and charitable organizations.

- 2.5.1.9. Utilizing interventions consistent with current research relevant to developmental, cultural and disability-specific needs while documenting efficacy of utilized interventions.
- 2.5.1.10. Supervising, assigning and carrying out NHH Transportation Services for patients to appointments.
- 2.5.1.11. Initiating or overseeing the initiating of guardianship and/or involuntary commitment proceedings consistent with RSA 135 and 464-A, while ensuring congruency with the Social Work Code of Ethics.
- 2.5.1.12. Adhering to all applicable laws and policies including The Joint Commission on Accreditation of Healthcare Organizations (JCAHO), Health Care for All (HCFA), NHH policies and the Health Engagement Model (HEM).
- 2.5.1.13. Monitoring other legal issues such as the status of probation or parole involvement, pending court hearings for criminal or civil actions, facilitating appropriate involvement of the patient in these proceedings and giving direct testimony at court hearings as appropriate.
- 2.5.1.14. Developing a comprehensive discharge plan focused on recovery that is in consideration of the concerns of all interested parties with the expectation that collaboration with treatment team and other interested parties will be emphasized.
- 2.5.1.15. Providing support, modeling and assistance to other hospital staff to reinforce courteous interactions and clinically appropriate interventions with patients.
- 2.5.1.16. Documenting all social service interventions in the clinical record and following NHH and Departmental policies and procedures as well as discipline-specific standards and expectations regarding psychosocial assessments, progress notes, treatment plans and other required forms and reports.
- 2.5.1.17. Providing clinical analysis and recommendations at diagnostic and treatment review conferences as necessary.
- 2.5.1.18. Consulting with other professional treatment staff regarding various treatment interventions, psychosocial and environmental influences, the availability of community resources and needs for discharge.
- 2.5.1.19. Participating in training and classes to maintain and increase knowledge relevant to case management and patient care.
- 2.5.1.20. Assisting in covering social service needs throughout NHH as they arise.

2.6. Temporary Staffing Requirements

- 2.6.1. The selected Vendor(s) must coordinate between the staffing needs of NHH/Glencliff and the available Temporary Staff.

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- 2.6.2. The selected Vendor(s) must attempt to accommodate NHH/Glencliff staffing requests for specific individual Temporary Staff.
- 2.6.3. The selected Vendor(s) must be provided with a minimum of twenty-four (24) hours advance notice when Temporary Staff are needed, unless otherwise agreed.
- 2.6.4. The selected Vendor(s) must pay all Temporary Staff wages, which includes payments of federal and state taxes.
- 2.6.5. The selected Vendor(s) must provide Temporary Staffing Services, applicable to each position, for a staffing period that is a minimum of a thirteen (13) weeks without a gap in delivered services for the staffing period unless otherwise mutually agreed upon.
- 2.6.6. The selected Vendor(s) will be reimbursed for providing and delivering short-term temporary nursing professional staffing services, defined as a minimum of thirteen (13) weeks working at either NHH or Glencliff Home, and any extension thereof up until twenty-six (26) weeks, on a deliverables basis pursuant to rate schedules in Subsection 2.7.2., Tables (1-9).
- 2.6.7. The selected Vendor(s) must allow any RN who has worked through at least two (2) thirteen (13) week Staffing Periods to be hired by the Department.
- 2.6.8. The selected Vendor(s) must provide temporary staffing services for each MHW and PSW for a minimum staffing period of six (6) months with an option for NHH/Glencliff to hire the individual after that six (6) month period concludes.
- 2.6.9. The selected Vendor(s) must provide replacement staffing for the remainder of the Staffing Period in the event a Temporary Staff member is unable to fulfill the prescribed shift due to illness, injury or other unforeseen circumstance.
- 2.6.10. The selected Vendor(s) must notify the Department at least four (4) weeks prior to any staff member's end-date should they want to continue providing services.
- 2.6.11. In the event the selected Vendor is unable to fulfill replacement staffing described in Paragraph 2.6.9 the selected Vendor(s) must provide alternative solutions, verbally and in writing, to NHH/Glencliff which may choose to accept or decline the Vendor's alternative staffing solution
- 2.6.12. The selected Vendor(s) must notify Temporary Staff of supervision by a NHH/Glencliff-employed shift supervisor.
- 2.6.13. The selected Vendor(s) must accept Department verbal and written notification of the Department's request to cancel requested Temporary Staff services a minimum of two (2) hours prior to the start of the shift for which staff are scheduled to work.

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- 2.6.14. The selected Vendor(s) must accept immediate verbal and written notification from the Department of any staffing dismissal from Glenclyff or NHH with or without cause.
- 2.6.15. The selected Vendor(s) must have the ability to receive notification from the Department of any unexpected incident known to involve a Temporary Staff including, but not limited to errors, safety hazards, or injury.

2.7. Compensation and Contract Value:

- 2.7.1. If more than one contract is awarded, contracts resulting from this RFA will have a total shared price limitation of \$3,770,000 as follows:

Location	SFY 2024	SFY 2025	Total
NHH	\$1,500,000	\$1,250,000	\$2,750,000
Glenclyff	\$510,000	\$510,000	\$1,020,000
Total	\$2,010,000	\$1,760,000	\$3,770,000

- 2.7.2. The selected Vendor(s) will be reimbursed for providing and delivering Temporary Staffing, on a per-diem deliverables basis, per each facility pursuant to the following rate schedule (Tables 1-10). Short-term rates will apply to staff who have worked less than 26 weeks at either NHH or Glenclyff Home. Per-diem rates will apply to staff who have worked at least 26 weeks or more at either NHH or Glenclyff Home:

Table 1: Short-Term Rate Schedule for Registered Nurses (RNs), NHH

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:15 p.m.	\$90.00
2	Weekday, 2:45 p.m. – 11:15 p.m.	\$91.00
3	Weekday, 10:45 p.m. – 7:15 a.m.	\$92.00
4	Weekend, 6:45 a.m. – 3:15 p.m.	\$92.00
5	Weekend, 2:45 p.m. – 11:15 p.m.	\$93.00
6	Weekend, 10:45 p.m. – 7:15 a.m.	\$94.00

Table 2: Short-Term Rate Schedule for Registered Nurses (RNs), Glenclyff

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:00 p.m.	\$90.00
2	Weekday, 2:45 p.m. – 11:00 p.m.	\$91.00
3	Weekday, 10:45 p.m. – 7:00 a.m.	\$92.00

4	Weekend, 6:45 a.m. – 3:00 p.m.	\$92.00
5	Weekend, 2:45 p.m. – 11:00 p.m.	\$93.00
6	Weekend, 10:45 p.m. – 7:00 a.m.	\$94.00

**Table 3: Short-Term Rate Schedule for Licensed Practical Nurses (LPNs),
 Glenciff**

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:00 p.m.	\$80.00
2	Weekday, 2:45 p.m. – 11:00 p.m.	\$81.00
3	Weekday, 10:45 p.m. – 7:00 a.m.	\$82.00
4	Weekend, 6:45 a.m. – 3:00 p.m.	\$82.00
5	Weekend, 2:45 p.m. – 11:00 p.m.	\$83.00
6	Weekend, 10:45 p.m. – 7:00 a.m.	\$84.00

Table 4: Short-Term Rate Schedule for Mental Health Workers, NHH

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:15 p.m.	\$35.00
2	Weekday, 2:45 p.m. – 11:15 p.m.	\$36.00
3	Weekday, 10:45 p.m. – 7:15 a.m.	\$37.00
4	Weekend, 6:45 a.m. – 3:15 p.m.	\$38.00
5	Weekend, 2:45 p.m. – 11:15 p.m.	\$39.00
6	Weekend, 10:45 p.m. – 7:15 a.m.	\$40.00

**Table 5: Short-Term Rate Schedule for Licensed Nursing Assistants (LNA),
 Glenciff**

Id	Shift	Hourly Rate
1	All Shifts	\$36.00

Table 6: Short-Term Rate Schedule for Psychiatric Social Workers (PSWs), NHH

Id	Shift	Hourly Rate
1	7:30 to 4:30, Monday through Friday	\$75.00

Table 7: Per Diem Rate Schedule for Registered Nurses (RNs), NHH

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:15 p.m.	\$80.00
2	Weekday, 2:45 p.m. – 11:15 p.m.	\$81.00
3	Weekday, 10:45 p.m. – 7:15 a.m.	\$82.00
4	Weekend, 6:45 a.m. – 3:15 p.m.	\$82.00
5	Weekend, 2:45 p.m. – 11:15 p.m.	\$83.00
6	Weekend, 10:45 p.m. – 7:15 a.m.	\$84.00

Table 8: Per Diem Rate Schedule for Registered Nurses (RNs), Glencliff

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:00 p.m.	\$80.00
2	Weekday, 2:45 p.m. – 11:00 p.m.	\$81.00
3	Weekday, 10:45 p.m. – 7:00 a.m.	\$82.00
4	Weekend, 6:45 a.m. – 3:00 p.m.	\$82.00
5	Weekend, 2:45 p.m. – 11:00 p.m.	\$83.00
6	Weekend, 10:45 p.m. – 7:00 a.m.	\$84.00

Table 9: Per Diem Rate Schedule for Licensed Practical Nurses (LPNs), Glencliff

Id	Shift	Hourly Rate
1	Weekday, 6:45 a.m. – 3:00 p.m.	\$70.00
2	Weekday, 2:45 p.m. – 11:00 p.m.	\$71.00
3	Weekday, 10:45 p.m. – 7:00 a.m.	\$72.00
4	Weekend, 6:45 a.m. – 3:00 p.m.	\$72.00
5	Weekend, 2:45 p.m. – 11:00 p.m.	\$73.00
6	Weekend, 10:45 p.m. – 7:00 a.m.	\$74.00

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- 2.7.3. All hourly rates are inclusive of the selected Vendor’s administrative costs and mileage and travel expenses of staff.
- 2.7.4. In the event Temporary Staff is recruited, hired, and begins work on a full-time basis at NHH or Glenclyff, the Department will:
 - 2.7.4.1. Pay the selected Vendor(s) a placement fee of \$2,500 if the staff member has provided services on a temporary basis for the Short-term rate.
 - 2.7.4.2. Pay no additional placement fee if the staff member has provided services on a temporary basis for a minimum of two (2) thirteen-week terms.
- 2.7.5. Shift rate and holiday differentials will apply as follows:
 - 2.7.5.1. Weekend rates at NHH start at 2:45 p.m. on Friday and end at 7:15 a.m. on Monday.
 - 2.7.5.2. Weekend rates at Glenclyff start at 3:00 p.m. on Friday and end at 7:00 a.m. on Monday
 - 2.7.5.3. Nurse Professionals who work holidays (listed below) will be paid one and one-half (1-1/2) times the rate in the schedules above. Holiday shifts begin with the 10:45 p.m. – 7:15 a.m. shift at NHH and with the 10:45 pm – 7:00 a.m. shift at Glenclyff on the eve of the following holidays and end with the 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glenclyff on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glenclyff on the eve of the holiday and end with 2:45 p.m. – 11:15 p.m. shift at NHH and with the 2:45 pm – 11:00 pm shift at Glenclyff on the day of the holiday.
 - 2.7.5.4. MHW professionals who work overtime and holidays the contractor shall be reimbursed at one and one-third (1-1/3) times hours worked over 40 hours per week. Holiday shifts begin with the 11:15pm – 7:15am shift on the eve of the following holidays and end with the 2:45pm – 11:15pm shift on the day of the holiday, except for Christmas and New Year’s holidays which begin with 2:45pm – 11:15pm shift on the eve of the holiday and end with the 10:45pm – 7:15am shift on the day of the holiday.

New Year’s Eve and Day		Labor Day
Martin Luther King Day	Memorial Day	Thanksgiving
President’s Day	Independence Day	Christmas Eve and Day

- 2.7.6. Break and meal allowances will apply as follows:
 - 2.7.6.1. Each shift includes two (2) paid fifteen (15) minute breaks.
 - 2.7.6.2. Each NHH shift includes one (1) unpaid thirty (30) minute meal break.

2.7.7. Professionals who work over forty (40) hours in any week will be paid one and one-half (1-1/2) times the rate in the schedule above for hours worked over forty (40) hours.

2.7.8. **Background Checks**

2.7.8.1. Prior to permitting any individual to provide services under the awarded Agreement, the selected Vendor must ensure that said individual has undergone:

2.7.8.1.1. 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; and

2.7.8.1.2. 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.

2.7.8.1.3. 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;

2.8. Mandatory Questions

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

Q1 – Describe your ability to perform the entire scope of work outlined in this RFA, including any specialized training completed by the Temporary Staff to be provided.

Q2 – Describe your experience with providing and managing Temporary Staff for medical and psychiatric facilities. Include the following:

- Specific examples for each type of Temporary Staff this RFA is requesting including RNs, LNAs, LPNs, MHWs and PSW.
- A brief history of your organization, specifying the number of years in business and the number of years providing recruitment services.

Q3 – Describe your capacity to provide Temporary Staff to NHH and Glenclyff and have their staffing needs provided and to ensure minimal labor shortages. Please indicate which Temporary Staff positions requested in this RFA that you are able to provide. For each type of Temporary Staff position requested in this RFA that is unable to be provided, five points will be deducted from the score for this question.

Q4 – Describe the staff who will manage this project, including their qualifications and specialized experience. Include the Curriculum Vitae or Resume of the Staffing Manager.

Remainder of this page intentionally left blank.

3. SOLICITATION RESPONSE EVALUATION

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

TECHNICAL RESPONSE	POSSIBLE SCORE
Ability (Q1)	45 Points
Experience (Q2)	30 Points
Capacity (Q3)	50 Points
Project Management (Q4)	25 Points
Technical Response – Total Possible Score	150 Points

3.2. The Department intends to award at least one contract to the highest scoring Vendor, but the Department, at its sole discretion, may award additional contracts to the next highest scoring Vendor(s) to meet the Department's staffing needs.

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-NHH-01-TEMPO (email xx of xx).

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

6. SOLICITATION RESPONSE REQUIREMENTS

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

6.2. Technical Response Contents

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

6.2.1. **Appendix B – Transmittal Letter and Vendor Information**, including:

6.2.1.1. **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 B if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>

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

6.2.3. **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 must 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 must 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 must 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 must 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 must first assess what information it is obligated to release. The Department will then notify the Vendor that a request has been made, indicate what, if any, information the Department has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the response. To halt the release of information by the Department, a Vendor must initiate and provide to the Department, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.
- 7.8.6. By submitting a response to this solicitation, Vendors acknowledge and agree that:
- 7.8.7. The Department may disclose any and all portions of the response or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this solicitation;
- 7.8.8. The Department is not obligated to comply with a Vendor’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and
- 7.8.9. The Department may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

7.9. Electronic Posting of RFA Results and Resulting Contract

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

7.10. Non-Commitment

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

7.11. Liability

By submitting a response to this solicitation, the Vendor agrees that in no event must 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 must be borne entirely by the Vendor.

7.14. Successful Vendor Notice and Contract Negotiations

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

remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Vendor(s), the evaluation team may recommend another Vendor. The Department will not contact Vendor(s) that are not initially selected to enter into contract negotiations.

7.15. Scope of Award and Contract Award Notice

7.15.1. The Department reserves the right to award a service, part of a service, group of services, or total solicitation response and to reject any and all solicitation responses in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.

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

7.16. Site Visits

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

7.17. Protest of Intended Award

Any challenge of an award made or otherwise related to this solicitation must 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, must 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 must 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 must 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, must be disqualified from submitting a response to this solicitation, or similar request for submission and every such Vendor must 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 must note that

information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, must be deleted from the list.

7.20. Liquidated Damages

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

8. COMPLIANCE

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

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

8.2.1. Site visits.

8.2.2. File reviews.

8.2.3. Staff training.

8.3. Records

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

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

8.3.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

Expenditure Report the Department must disallow any expenses claimed by the selected Vendor(s) as costs hereunder the Department must retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor(s).

8.4. Credits and Copyright Ownership

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

8.5. Confidential Data

- 8.5.1. The selected Vendor(s) must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Exhibit K, DHHS Information Security Requirements.
- 8.5.2. The selected Vendor(s) must ensure any staff and/or volunteers involved in delivering services through the resulting contract(s) sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Exhibit K, The selected Vendor(s) must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor(s) must provide attestations upon Department request.

8.6. Department Owned Devices, Systems and Network Usage

- 8.6.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile

telephone) or access the Department network in the fulfillment of this Agreement, the selected Vendor must:

- 8.6.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
- 8.6.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
- 8.6.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 8.6.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 8.6.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 8.6.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 8.6.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 8.6.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 8.6.1.9. Agree when utilizing the Department's email system:
 - 8.6.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 8.6.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 8.6.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

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

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

- 8.6.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
 - 8.6.1.11. Complete the Department’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 8.6.1.12. Sign the Department’s Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.
 - 8.6.1.13. Agree End User’s will only access the Department’ intranet to view the Department’s Policies and Procedures and Information Security webpages.
 - 8.6.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
 - 8.6.1.15. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the selected Vendor agrees to notify the Department’s Information Security Office or designee immediately.
- 8.6.2. Workspace Requirement
- 8.6.2.1. If applicable, the Department will work with selected Vendor to determine requirements for providing necessary workspace and Department equipment for its End Users.

8.7. Audit Requirements

- 8.7.1. The selected Vendor(s) must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.7.1.1. 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.
 - 8.7.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

- 8.7.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.7.2. If Condition A exists, the selected Vendor(s) must 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.
- 8.7.3. If Condition B or Condition C exists, the selected Vendor(s) must submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.
- 8.7.4. 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.
- 8.7.5. In addition to, and not in any way in limitation of obligations of the resulting Contract(s), it is understood and agreed by the selected Vendor(s) that the selected Vendor(s) must be held liable for any state or federal audit exceptions and must return to the Department all payments made under the resulting Contract(s) to which exception has been taken, or which have been disallowed because of such an exception.

9. APPENDICES TO THIS SOLICITATION

- 9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 9.2. Appendix B – Transmittal Letter and Vendor Information**
- 9.3. Appendix C – Technical Response to Questions**