



State of New Hampshire  
Department of Health and Human Services

**REQUEST FOR APPLICATIONS**

FOR

Tiered Therapeutic Foster Care

RFA-2025-DCYF-01-TIERE

RELEASE DATE: June 19, 2024

**TABLE OF CONTENTS**

1. PURPOSE AND OVERVIEW	3
2. STATEMENT OF WORK	5
3. RESPONSE EVALUATION	113
4. RESPONSE PROCESS	15
5. RESPONSE SUBMISSION	16
6. RESPONSE REQUIREMENTS	17
7. ADDITIONAL TERMS	17
8. APPENDICES	28

# New Hampshire Department of Health and Human Services

## Tiered Therapeutic Foster Care

### 1. PURPOSE AND OVERVIEW

#### 1.1. Introduction

The New Hampshire Department of Health and Human Services, Division for Children, Youth and Families (“Department”) is seeking responses to this Request for Applications (solicitation) from qualified Vendors to provide Tiered Therapeutic Foster Care (TTFC) placement services on behalf of the Department.

Qualified Vendors include the following child-placing agencies that:

- Are currently licensed in accordance with NH Administrative Rule, Part He-C 6448, Child-Placing Agency Licensing Requirements and currently certified to operate a foster care program in accordance with NH Administrative Rule, Part He-C 6355, Certification for Payment of Foster Care Programs; or
- Can obtain licensure in accordance with He-C 6448 and certification in accordance with He-C 66355, prior to the start of the contract.

Vendors must apply to provide a) ten (10) or b) twenty (20) therapeutic foster homes. The Department reserves the right to award fewer therapeutic foster homes than applied for by a vendor. Each home must not have more than one TTFC placement at a time.

The Department anticipates awarding up to two (2) contracts for the services to provide a maximum of twenty (20) TTFC homes in total in this solicitation.

#### 1.2. Key Information

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

<b>Contract Effective Date</b>	<b>Upon Governor and Executive Council approval.</b>	
<b>Contract End Date</b>	<b>June 30, 2026</b>	
<b>Renewal Options</b>	The Department may extend contracted services for up to four (4) additional years.	
<b>Funding for the resulting contract(s) is anticipated to be approximately:</b>	<b>\$2,536,513.00</b> <b>See section 2.3. for additional details.</b>	
<b>Funding Source</b>	The Department anticipates using Federal and General funds for resulting contract(s).	
	Assistance Listing #	93.778
	Award Name	Medicaid
<b>Match Requirements</b>	<b>NA</b>	
<b>Point of Contact</b>	Molly Oliver, Contract Specialist Molly.S.Oliver@dhhs.nh.gov 603-271-9583	
From the date of release of this solicitation until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Department regarding this solicitation is prohibited unless first approved by the Point of Contact		

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

### 1.3. Procurement Timetable

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.		
Item	Action	Date
1.	Solicitation Released	6/19/2024
2.	Letter of Intent Submission Deadline (optional)	6/26/2024
3.	Questions Submission Deadline	7/3/2024 <b>12:00PM - Noon</b>
4.	Department Response to Questions Published	7/17/2024
5.	Vendor Solicitation Response Due Date	7/31/2024 <b>12:00PM - Noon</b>

### 1.4. Background

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

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

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

#### 1.4.2. Objective

The Tiered Therapeutic Foster Care (TTFC) program will provide New Hampshire youth with an expansive and intensive foster care experience. The goal of these homes is to allow youth, even those with the highest of needs, to stay out of congregate care and in the fewest foster homes as possible. TTFC will reduce the number of residential

placements and can be utilized for youth who are ready to step down from congregate care. The program will span across the state, with twenty (20) foster homes in total.

The program is designed with three (3) tiers of care, all provided within the same foster home. Each foster home is expected to meet the requirements to provide all three (3) tiers of care in order to minimize placement disruptions and support continuity of care for the child, as their needs fluctuate. The goal of these Tiers is to allow youth to be successful with their treatment plan goals, based off both the captured quantitative data and clinical qualitative information.

Each foster program will be provided an enhanced daily stipend for placed youth, including an enhanced rate for Tier 1 placements. In turn, the expectation is that youth will remain in their foster homes as their needs change, and the selected Vendor(s) can continue to manage their placement and provide a heightened stipend to families.

#### **1.4.3. Covered Populations**

Youth under the age of twenty-one (21) who have chronic mental, emotional, physical, or behavioral problems that require individual supervision and consistent programmatic structure in a treatment intensive family environment. Youth may have experienced abuse or neglect or be served as a Child in Need of Services (CHINS) pursuant to RSA 169-D, or as a delinquent case.

Other qualifying factors for youth in need of therapeutic foster care placement include present post-traumatic stress symptoms, challenging and provocative behaviors, a mental health diagnosis, or exhibiting sexually reactive behaviors.

## **2. STATEMENT OF WORK**

### **2.1. Scope of Services**

2.1.1. The selected Vendor(s) must provide a Tiered Therapeutic Foster Care placement program consisting of three (3) tiers of care. Foster families must provide all three tiers of care. A youth's Tier is determined by the youth's needs which are identified through a psycho-social assessment, and clinical recommendations. The three (3) tiers of care are:

2.1.1.1. Tier 3: Therapeutic Foster Care: A structured family environment that incorporates therapy-based practices. Youth must receive at a minimum three (3) hours of case management and two (2) hours of clinical support each week. The youth's treatment plan must be reviewed every three (3) months to determine if the youth should remain at their current level of care or step down.

2.1.1.2. Tier 2: Individual Service Option (ISO) foster care: A variety of intensive therapeutic, social, and community-based services. The service provided to these youth must reflect current practice of ISO foster care and include a minimum of 30 minutes of case management and one (1) hour of clinical support each week. The youth's treatment plan must be reviewed every three (3) months to determine if the youth should remain at their current level of care or transition up or down based on their needs.

## New Hampshire Department of Health and Human Services

### Tiered Therapeutic Foster Care

---

- 2.1.1.3. Tier 1: Lower ISO foster care: For a youth who has successfully met their treatment goals, and no longer requires Tier 3 or Tier 2 care. The youth remains in the home until there is a reason to be moved such as reunification, kinship care or adoption. Youth in this tier must receive a minimum 30 minutes of case management and one (1) hour of clinical support each week.
- 2.1.2. The selected Vendor(s) must provide ten (10) or twenty (20) foster homes as required by the Department that are located throughout the State.
- 2.1.3. The selected Vendor(s) must review in collaboration with Department staff, the DCYF Referral Form (see Appendix E) provided by the Department. A decision must be made within five (5) business days to determine if the youth is appropriate for the program. If appropriate, the youth must be matched to a TTFC foster home. If no homes are available for the youth the youth will be placed on a waitlist.
- 2.1.4. The selected Vendor(s) must provide therapeutic supports to youth in care and provide the following services:
  - 2.1.4.1. Placement in a licensed foster family home in the region where the youth has resided unless otherwise requested by the Department;
  - 2.1.4.2. Case management services for youth and parents;
  - 2.1.4.3. Counseling and therapeutic intervention;
  - 2.1.4.4. Coordination of treatment teams, case conferences, and services;
  - 2.1.4.5. A system for 24-hour, 7-days-per-week crisis response that includes at a minimum, on-call services;
  - 2.1.4.6. Transportation for the youth in the foster family home;
  - 2.1.4.7. Collaboration with mentor services with the goal of youth advocacy and advanced adult living skills;
  - 2.1.4.8. Child health support assistance;
  - 2.1.4.9. Assistance with social development of the youth, including but not limited to:
    - 2.1.4.9.1. Child care.
    - 2.1.4.9.2. Developmental pre-school.
    - 2.1.4.9.3. Camp.
    - 2.1.4.9.4. Community and recreational activities.
  - 2.1.4.10. Behavior and clinical consultation for foster parents, staff and parents; and
  - 2.1.4.11. Assessment for, and development and re-evaluation of treatment plan goals and objectives.
- 2.1.5. The selected Vendor(s) must complete an assessment and a treatment plan for services within thirty (30) days of the youth's admission to the program as

defined in He-C 6350.08 and He-C 6420. The plan must complement the DCYF Permanency goals as outlined in the referral and include, but not be limited to:

- 2.1.5.1. The recommendations from the assessment.
- 2.1.5.2. The individual strengths and needs of the youth and their family.
- 2.1.5.3. The goals and objectives to be achieved by the youth and their family and the time frames for accomplishment.
- 2.1.5.4. The short and long-term treatment goals and a plan for meeting these goals.
- 2.1.5.5. The Medicaid covered rehabilitative services and other services to be provided by the foster parents and the program.
- 2.1.5.6. The training and supportive community services needed by the youth, their family and the foster family.
- 2.1.6. The selected Vendor(s) must comply with all applicable New Hampshire laws and including but not limited to the following:
  - 2.1.6.1. NH Administrative Rule He-C 6355.12 Compliance Requirements for Therapeutic Foster Care;
  - 2.1.6.2. NH Administrative Rule He-C 6355.13 Compliance Requirements for Individual Service Option Programs;
  - 2.1.6.3. NH Administrative Rule He-C 6446, Foster Family Care Licensing Requirements;
  - 2.1.6.4. NH Administrative Rule He-C 6448, Standards for Child Placing Agencies;
  - 2.1.6.5. NH Administrative Rule He-C 6420, Medicaid Covered Services;
  - 2.1.6.6. NH RSA 170-E:25, IV; and
  - 2.1.6.7. NH RSA 126-U.
- 2.1.7. The selected Vendor(s) must have written policies and procedures to:
  - 2.1.7.1. Recruit, screen, train and license therapeutic foster families.
  - 2.1.7.2. Process referrals in a manner which meets the needs of DCYF for a timely response.
  - 2.1.7.3. Match youth needing placement with foster families.
  - 2.1.7.4. Provide ongoing supervision, training and support for foster families.
  - 2.1.7.5. Provide clinical services.
  - 2.1.7.6. Maintain a system for 24-hour response to crises.
  - 2.1.7.7. Provide respite care, age-appropriate activities, and support services.
  - 2.1.7.8. Provide services to support reunification.
  - 2.1.7.9. Provide services that support permanency planning and placement.
  - 2.1.7.10. Evaluate the on-going operation of their program.

- 2.1.8. The selected Vendor(s) must provide the written policies and procedures listed above to the Department within thirty (30) days of the contract effective date for review and approval.
- 2.1.9. The selected Vendor(s) must notify the Department when a foster family is no longer providing TTFC services or when a new family has been recruited to provide services.
- 2.1.10. **Foster Family Requirements**
  - 2.1.10.1. The selected Vendor(s) must require all foster families to provide two (2) written references from:
    - 2.1.10.1.1. A professional reference (such as a currently licensed foster parent, physician, therapist, or teacher) who has personal knowledge of the foster parent's ability to observe and assess children's behavior; and
    - 2.1.10.1.2. A Child Protective Service Worker (CPSW) or Juvenile Probation and Parole Officer (JPPO) who is familiar with the foster parent's experience with children in foster care.
  - 2.1.10.2. The selected Vendor(s) must ensure foster families provide both intensive supervision and highly structured family environments. Additionally, all foster families must:
    - 2.1.10.2.1. Have a stable household, with no significant changes to its make-up;
    - 2.1.10.2.2. Provide appropriate care for the youth;
    - 2.1.10.2.3. Serve both as caregivers for youth with treatment needs (the fostering role) and as active agents of planned change (the treatment role);
    - 2.1.10.2.4. Hold relationships with birth families and the Department in high regard, supporting the youth's tie to each;
    - 2.1.10.2.5. Provide daily notes detailing the level of support needed for that youth on each treatment plan goal, as well as highlighting any significant events that transpired;
    - 2.1.10.2.6. Report on a weekly basis the progress made regarding the treatment plan goals;
    - 2.1.10.2.7. Have no more than one (1) TTFC placement at any given time, unless provided with a waiver for such; and
    - 2.1.10.2.8. Have the financial means to care for the youth.
  - 2.1.10.3. The selected Vendor(s) must recruit, train, supervise, and support a network of a minimum of ten (10) highly skilled foster families. Foster families must:
    - 2.1.10.3.1. Be a licensed foster parent who is at least twenty-five (25) years of age and who has not experienced any



major life changes within the past year, including but not limited to:

2.1.10.3.1.1. Divorce;

2.1.10.3.1.2. Death of a child; or

2.1.10.3.1.3. Loss of employment.

2.1.10.3.2. Have at least four (4) years' experience providing foster care, and/or demonstrates a level of skill and training in lieu of acting as a licensed foster parent.

2.1.10.3.3. Be trained in Trust Based Relational Intervention (TBRI).

2.1.10.3.4. Be in good standing with all licensing requirements.

2.1.10.3.5. Not already provide other certified or licensed childcare services in the home without the knowledge and support of DCYF program staff.

2.1.10.3.6. Complete twenty-four (24) hours of foster parent training per year, including ongoing and situation-specific topics including, but not limited to:

2.1.10.3.6.1. Trauma-informed care which incorporates in the treatment an awareness of the impact of traumatic stress on the abused or neglected children and their families;

2.1.10.3.6.2. Parenting a child with attachment difficulties;

2.1.10.3.6.3. Siblings and family relationships;

2.1.10.3.6.4. Educational advocacy;

2.1.10.3.6.5. Crisis management and positive behavioral interventions;

2.1.10.3.6.6. Understanding and facilitating transitions to permanency;

2.1.10.3.6.7. Self-care of the foster parent;

2.1.10.3.6.8. Engagement and collaboration with parents and kin;

2.1.10.3.6.9. Independent living and engaging adolescents in adult preparation; and

2.1.10.3.6.10. Reasonable and Prudent Parenting (RPPS) and Youth Bill of Rights.

2.1.10.4. The selected Vendor(s) must ensure at least one (1) foster parent or staff is available at all times to respond in person to issues or

emergencies that arise relative to the youth's health or at the youth's school, child-care program, or otherwise.

- 2.1.10.5. The selected Vendor(s) must ensure all placements have at least one (1) overnight respite stay each quarter to allow for proper self-care of the family.

**2.1.11. Staffing**

- 2.1.11.1. The selected Vendor(s) must ensure staffing requirements comply with the standards set forth in NH Administrative Rule He-C 6355.16 Certification for Payment, Foster Care Program, Staffing and Training requirements for a Foster Care Program.

- 2.1.11.2. The selected Vendor(s) must adhere to the following staff requirements and employ at a minimum the following positions:

- 2.1.11.2.1. Program Coordinator: One (1) Full time employee (FTE). Minimum qualifications: A Master's Degree and two (2) years of clinical experience working with families.

- 2.1.11.2.2. Recruitment/Training Specialist: One (1) FTE. Minimum qualifications: A Bachelor's Degree and relevant foster care and recruitment experience.

- 2.1.11.2.3. Case Managers: Minimum qualifications: A bachelor's degree in social work, psychology, education or a related field with an emphasis in human services and at least two (2) years of experience working with children and families.

- 2.1.11.2.4. Clinical Family Specialists: Minimum qualifications: Master's Degree in social work, psychology, education or a related field with an emphasis in human services, and two (2) years clinically supervised experience with children and families.

- 2.1.11.2.5. Support Staff: As necessary to implement the program.

- 2.1.11.2.6. Prescribing Practitioner(s): The selected Vendor(s) must have the regular services of an individual (or individuals) licensed as a behavioral health care professional by the New Hampshire Board of Mental Health Practice and/or complies with He-C6420.02(c).

- 2.1.11.3. The selected Vendor(s) must ensure Case Managers carry a caseload of no more than six (6) cases at a time, and Clinical Family Specialists are assigned a maximum of ten (10) cases, including TTFC cases (aligned with He-C 6355.16).

- 2.1.11.4. The selected Vendor(s) must ensure staff are in the foster home a minimum of two (2) hours per week, with a meeting with the youth alone at least once.

- 2.1.11.5. The selected Vendor(s) staff must attend all court hearings they are permitted to be at and make efforts to engage the family throughout the case.
- 2.1.11.6. The selected Vendor(s) must ensure:
  - 2.1.11.6.1. All staff collaborate with relevant Department staff and related stakeholders as requested by the Department as part of general case activities; and
  - 2.1.11.6.2. Clinical Family Specialists fully engage Department referral staff to ensure that the goals identified in the treatment plan align with the overarching goals of each case.
- 2.1.11.7. The selected Vendor(s) must make a report to DCYF central intake if they suspect child abuse or neglect, consistent with their responsibility as mandated reporters under NH law.

**2.1.12. Termination of Placement**

- 2.1.12.1. The selected vendor(s) must meet with the Department to discuss all placement terminations. Decisions regarding the placement of youth must always be determined upon clinical appropriateness and in accordance with He-C 6355-08. Types of termination include:
  - 2.1.12.1.1. Planned Termination: Termination of program placement will be a joint decision of the Department, the selected Vendor, the youth's family and the treatment team. Planning for termination begins as part of the initial referral and treatment plan for services.
  - 2.1.12.1.2. Hospital Termination: If youth is hospitalized under an IEA or voluntary admission after ten (10) days the treatment team will determine if continued programming is in the best interest of the youth. Upon release the youth will return to the Program, and to the same foster family, unless there is a joint decision that a different placement is required.
  - 2.1.12.1.3. Other Termination: All requests for termination from the selected Vendor must involve a treatment team meeting with the Department, the selected Vendor, the youth's family, and the treatment team.
  - 2.1.12.1.4. Runaways: If a child runs away, placement in the program may continue for up to ten (10) days so long as the selected Vendor agrees to take the youth back into the Program as defined in He-C6350.26. If the youth is found within the ten (10) days and the program does not take the youth back, placement will end retroactive to the day the youth ran. If the youth is found during this time and placed elsewhere, even temporarily, placement will terminate the day prior to the new placement.

- 2.1.13. The selected Vendor(s) must conduct surveys every quarter with each foster family to ensure satisfaction of support being provided.
- 2.1.14. The selected Vendor(s) must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 2.1.15. **Reporting**
  - 2.1.15.1. The selected Vendor(s) must submit monthly reports on each youth which include, but are not limited to:
    - 2.1.15.1.1. Date of referral.
    - 2.1.15.1.2. Date of determination of referral.
    - 2.1.15.1.3. Date of placement with a foster family.
    - 2.1.15.1.4. Summary of how treatment goals are being met.
    - 2.1.15.1.5. Tier identification and date.
    - 2.1.15.1.6. Tier change and date.
    - 2.1.15.1.7. Dates of any moves between foster families.
    - 2.1.15.1.8. Number of terminations of placement and the reason for each termination.
  - 2.1.15.2. The selected Vendor(s) must submit monthly narrative reports to the Department and other partners (such as CASA and GAL's) which include, but are not limited to:
    - 2.1.15.2.1. All reporting requirements under He-C 6355.
    - 2.1.15.2.2. The foster home's role.
    - 2.1.15.2.3. Successful methods used.
    - 2.1.15.2.4. Any crisis services rendered.
  - 2.1.15.3. The selected Vendor(s) must complete and submit a court report that includes the reporting requirements in section 2.1.13.2., and any other information important for the courts to know.
  - 2.1.15.4. The selected Vendor(s) must submit quarterly reports on the results of the surveys required in section 2.1.11.
  - 2.1.15.5. The selected Vendor(s) must provide key data in a format and at a frequency specified by the Department for the following performance measures:
    - 2.1.15.5.1. 75% of youth identified for Tier 3 Therapeutic Foster Care will successfully meet their treatment plan goals and step down to Tier 2 within twelve (12) months of their placement as a Tier 3 foster youth.
    - 2.1.15.5.2. 75% of youth identified for Tier 2 ISO Foster Care will successfully meet their treatment plan goals and step down to Tier 1 within twelve (12) months of their placement as a Tier 2 foster youth.

2.1.15.5.3. 75% of all youth accepted and placed into the Tiered Therapeutic Foster Care program will maintain the same foster family for twelve (12) months.

2.1.15.5.4. 75% of placement terminations will be planned.

2.1.15.6. The selected Vendor(s) may be required to provide other data and metrics to the Department in a format specified by the Department.

## 2.2. Mandatory Questions

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

**Q1 – Describe your ability to perform the entire scope of work outlined in in this solicitation in Section 2. Statement of Work, Subsection 2.1. Scope of Services. Please include the number of foster homes you are able to provide.**

**Q2 – Provide a staffing plan that demonstrates your capacity to provide the scope of services. Please include the following within your response:**

- Staffing plan detailing any hiring plans.
- Organizational chart.
- Any specialized staff training completed relevant to providing services in this RFA.

**Q3 – Describe your organization's experience with providing either TTFC services or similar services to the covered populations in Section 1.4.3.**

**Q4 – Describe your organization's ability to provide statewide service delivery, including existing connections to key community resources and services.**

**Q5 – Describe your organization's experience working collaboratively with DCYF, foster families, and various external treatment team members.**

## 2.3. Finance

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

State Fiscal Year	Funding Amount
2025	\$826,225.20
2026	\$1,710,287.80
<b>TOTAL</b>	<b>\$2,536,513.00</b>

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. In the event that the Department selects two (2) vendors that will each provide ten (10) TTFC homes for this solicitation, the above funding will be distributed evenly among the two (2) selected vendors.

**New Hampshire Department of Health and Human Services**  
Tiered Therapeutic Foster Care

---

- 2.3.3. Payment for services will be made on a monthly basis and follow a process determined by the Department.
- 2.3.4. The selected Vendor(s) must bill the appropriate funding sources in accordance with standard billing procedures in both New Hampshire Medicaid and DCYF. The selected Vendor(s) must submit New Hampshire Medicaid expenses via the Website below:  
  
<https://www.nhmmis.nh.gov/>
- 2.3.5. Funding is provided by the Department at a daily rate as outlined below for every bed, inclusive of travel and mileage, not to exceed the price limitation, for services provided, as described in the Scope of Services. The selected Vendor(s) shall be paid only for the actual number of beds and days services are provided.

<b>Tier</b>	<b>Daily Rate</b>
Tier 3	\$254.67
Tier 2	\$189.53
Tier 1	\$115.97

***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)	200 Points
Staffing (Q2)	100 Points
Experience (Q3)	150 Points
Service Delivery (Q4)	100 Points
Collaboration (Q5)	100 Points
<b>Technical Response – Total Possible Score</b>	<b>650 Points</b>

3.2. Vendors must receive a **minimum score of 300 points** to be considered for an award.

### 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](mailto: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-2025-DCYF-01-TIERE (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 B - Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 6.2.2. **Appendix C – Transmittal Letter and Vendor Information**, including:
  - 6.2.2.1. **Vendor Code Number** - Prior to executing any resulting contract(s), the selected Vendor(s) will be required to provide a vendor code number issued by the State of New Hampshire Department of Administrative Services upon registering as an authorized vendor with the State. Vendors are strongly encourage to provide a vendor code number in the Appendix B if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>
- 6.2.3. **Appendix D – Vendor Technical Response to Mandatory Questions**
- 6.2.4. **Resumes** – Vendors must provide resumes for those key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this Solicitation. Vendors must redact all personal information from resumes.
- 6.2.5. **Copy of Form 2612 "Certification for Payment Renewal Application – Foster Care Programs" and Form 2611 "Application For Child-Placing Agency License" or certificates.**

## **7. ADDITIONAL TERMS AND REQUIREMENTS**

### **7.1. Non-Collusion**

The Vendor's required signature on the Appendix C – Transmittal Letter and Vendor Information submitted in response to this Solicitation guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Vendors

and without effort to preclude the Department from obtaining the best possible competitive solicitation response.

### **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 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 approval, the Agency will disclose the rank or score at least five (5) business days before final approval of the contract.
- 7.9.2. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this solicitation, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a response to this solicitation, vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this solicitation), any contract resulting from this solicitation that is submitted to G&C for approval will be made accessible to the public online.

### **7.10. Non-Commitment**

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

### **7.11. Liability**

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

### **7.12. Request for Additional Information or Materials**

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

### **7.13. Oral Presentations and Discussions**

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

#### **7.14. Successful Vendor Notice and Contract Negotiations**

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

#### **7.15. Scope of Award and Contract Award Notice**

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

#### **7.16. Site Visits**

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

#### **7.17. Protest of Intended Award**

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

#### **7.18. Contingency**

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

#### **7.19. Ethical Requirements**

From the time this solicitation is published until a contract is awarded, no Vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded a solicitation, or similar submission. Any Vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting a response to this solicitation, or similar request for submission and every such

Vendor shall be disqualified from submitting any solicitation response or similar request for submission issued by any state agency. A Vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

#### **7.20. Liquidated Damages**

The selected Vendor agrees that liquidated damages may be determined by the Department as part of the contract specifications, as failure to achieve required performance Tiers 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 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(s) must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:

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

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

8.3.1.3. Records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3.1.4. Medical records on each patient/recipient of services.

**8.3.2.** During the term of the resulting contract(s) and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all



reports and records maintained pursuant to the resulting contract(s) for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Vendor(s) as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor(s).

#### **8.4. Credits and Copyright Ownership**

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

#### **8.5. Culturally and Linguistically Appropriate Services**

- 8.5.1. Vendors are required to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, 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(s) will be:
  - 8.5.3.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful

access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and

- 8.5.3.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, as made available by the Department.

## **8.6. Operation of Facilities: Compliance with Laws and Regulations**

- 8.6.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

## **8.7. Background Checks**

- 8.7.1. Prior to permitting any individual to provide services under this Agreement, the selected Vendor must ensure that said individual has undergone:
  - 8.7.1.1. A criminal background check, at the selected Vendor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
  - 8.7.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;
  - 8.7.1.3. 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;

## **8.8. Confidential Data**

- 8.8.1. 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.
- 8.8.2. 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.

- 8.8.3. 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:
- 8.8.3.1. How PII is gathered and stored;
  - 8.8.3.2. Who will have access to PII;
  - 8.8.3.3. How PII will be used in the system;
  - 8.8.3.4. How individual consent will be achieved and revoked; and
  - 8.8.3.5. Privacy practices.
- 8.8.4. 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.

## **8.9. Department Owned Devices, Systems and Network Usage**

- 8.9.1. Selected Vendor(s) End Users authorized by the Department's Information Security Office to access the Department network in the fulfillment of this Agreement must:
- 8.9.1.1. 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;
  - 8.9.1.2. 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;
  - 8.9.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
  - 8.9.1.4. 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;
  - 8.9.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

- 8.9.1.6. Selected Vendor must agree, if any End User is found to be in violation of any of the above terms and conditions said End User may face removal from the resulting Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 8.9.1.7. The selected Vendor must 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.

## **8.10. Contract End-of-Life Transition Services**

### **8.10.1. General Requirements**

- 8.10.1.1. 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.
- 8.10.1.2. 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.
- 8.10.1.3. 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.

8.10.1.4. 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.

8.10.1.5. 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.

8.10.1.6. 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.

#### 8.10.2. Completion of Transition Services

8.10.2.1. 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.

8.10.2.2. 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.

#### 8.10.3. Disagreement over Transition Services Results

8.10.3.1. 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.

### **8.11. Audit Requirements**

8.11.1. The selected Vendor(s) must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:

- 8.11.1.1. 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.
- 8.11.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.
- 8.11.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.11.2. If Condition A exists, the selected Vendor(s) shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Vendor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 8.11.3. 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.
- 8.11.4. 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.
- 8.11.5. In addition to, and not in any way in limitation of obligations of the resulting Contract(s), it is understood and agreed by the selected Vendor(s) that the selected Vendor(s) shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract(s) to which exception has been taken, or which have been disallowed because of such an exception.

## **9. APPENDICES TO THIS SOLICITATION**

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