



State of New Hampshire
Department of Health and Human Services

REQUEST FOR APPLICATIONS

FOR

Disaster Behavioral Health Training Officer

[RFA-2023-DPHS-06-DISAS]

RELEASE DATE: December 12, 2023

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1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division of Public Health, Bureau of Emergency Preparedness and Response (“Department”) is seeking responses to this Request for Applications (solicitation) from qualified Vendors to provide training and technical assistance to disaster behavioral health professionals who respond to crisis and trauma situations Statewide.

The Department anticipates awarding one (1) contract for the services in this solicitation.

1.2. Key Information

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

Contract Effective Date	Upon Governor and Executive Council approval.	
Contract End Date	06/30/2026	
Renewal Options	The Department may extend contracted services for up to two (2) additional years.	
Funding for the resulting contract is anticipated to be approximately:	\$55,000 in total	
Funding Source	The Department anticipates using Federal funds for resulting contract.	
	Assistance Listing #	93.069
	Award Name	NH Public Health Emergency Preparedness
Point of Contact	Ashley Correia, Contract Specialist Ashley.R.Correia@dhhs.nh.gov 603-271-9513	
<p>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. Applicants may be disqualified for violating this restriction on communications.</p>		

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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	12/12/2023
2.	Letter of Intent Submission Deadline (optional)	12/22/2023
3.	Questions Submission Deadline	12/29/2023 12:00PM
4.	Department Response to Questions Published	1/12/2024
5.	Vendor Solicitation Response Due Date	1/30/2024 12:00PM

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Division of Public Health, Bureau of Emergency Preparedness and Response

The Bureau of Emergency Preparedness, Response, and Recovery (EPRR) works to build and strengthen New Hampshire’s ability to effectively respond to a range of public health threats, including infectious disease, natural disasters, biological, chemical, nuclear, and radiological events using an all-hazards approach. The Bureau works closely with federal, state and local partners, such as the Regional Public Health Networks and the Granite State Healthcare Coalition to increase the ability of public health and healthcare partners across the State to plan for and respond to large-scale emergencies and disasters.

The Disaster Behavioral Health (DBH) programs supports communities by promoting resiliency before, during, and after disasters or traumatic incidents. Specifically, these programs are coordinated by the Department and implemented in collaboration with the support of community partners. Programs utilize DBH training, which focuses on the development of peer-support programs and community response teams trained in psychological first aid, post-suicide responses, and critical incident stress management debriefings utilizing a cadre of clinical and non-clinical volunteers following a traumatic incident.

Currently, more than 900 behavioral health professionals have been trained and are available for activation and deployment. Team members have received training in the general concepts of disaster behavioral health, such as disaster related behavior and common stress reactions, unique needs of varying populations, their roles in a response effort, Incident Command System, and various DBH interventions such as Psychological First Aid and Critical Incident Stress Management.

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The selected Applicant will support DBH training and exercise initiatives to enhance the communities' abilities to respond following a disaster or traumatic incident. Additionally, the selected Applicant may participate in DBH responses at the direction of the Department, which may include traveling to communities across New Hampshire and/or attending virtual sessions.

2. STATEMENT OF WORK

2.1. Scope of Services

- 2.1.1. The selected Applicant must serve as the Disaster Behavioral Health (DBH) Training Officer and work in close collaboration with the Department's DBH Program Administrator, DBH Liaison, and the EPRR Bureau Chief to provide training and technical assistance including, but not limited to:
 - 2.1.1.1. Reviewing and updating training materials to ensure information is relevant and accurate to current DBH and trauma-informed field knowledge.
 - 2.1.1.2. Developing and presenting new training materials and professional development sessions in multiple forms of media and interactive learning opportunities at the following trainings including, but not limited to:
 - 2.1.1.2.1. Quarterly psychological first aid trainings.
 - 2.1.1.2.1.1. Trainings must be conducted across New Hampshire via in-person, virtual, or hybrid formats.
 - 2.1.1.2.1.2. Didactic and skill sessions may be required, at the request of the Department.
 - 2.1.1.2.2. Disaster Behavioral Health Team training, as directed.
 - 2.1.1.2.2.1. Trainings must be offered at least twice per state fiscal year.
 - 2.1.1.2.2.2. Trainings must be conducted across New Hampshire via in-person, virtual, or hybrid formats.
 - 2.1.1.2.2.3. Didactic and skill sessions may be required, at the request of the Department.
 - 2.1.1.2.3. An annual volunteer conference.
 - 2.1.1.2.4. Peer Response Team Development training.
 - 2.1.1.2.5. Other trainings, as directed by the Department.
 - 2.1.1.3. Engaging in building collaborative relationships or partnerships throughout the State to encourage Disaster Behavioral Health Response Team (DBHRT) member recruitment, increase local

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preparedness and response capacity, and outreach to new target populations to close gaps in providing crisis interventions following disasters and critical incidents.

- 2.1.1.4. Identifying and participating in activities that help local partners further develop their DBH plans and implementation throughout all phases of emergency management to include preparedness, response, recovery, and mitigation.
- 2.1.1.5. Promoting behavioral health as an essential component of disaster and emergency planning and responses activities.
- 2.1.1.6. Participating in the design and implementation of drills, simulations, and exercises during the contract period.
- 2.1.1.7. Participating in continuing education and training at the direction of the Department.
- 2.1.1.8. Responding to calls from communities and organizations impacted by critical incidents or emergencies, that includes, but is not limited to:
 - 2.1.1.8.1. Assessing local response resources, such as community mental health centers.
 - 2.1.1.8.2. Consulting with the requesting organization or community and Department staff to assist with developing an incident-specific behavioral health response plan.
 - 2.1.1.8.3. Assisting in volunteer coordination and management.
 - 2.1.1.8.4. Leading on-scene response activities including, but not limited to:
 - 2.1.1.8.4.1. Assigning volunteer roles and responsibilities;
 - 2.1.1.8.4.2. Liaising with community and organizational leaders;
 - 2.1.1.8.4.3. Providing psychological first aid to participants; and
 - 2.1.1.8.4.4. Participating in the Incident Management Team or Incident Command System structure for the response.
- 2.1.2. The selected Applicant must submit all training materials to the Department for approval within ten (10) business days of each scheduled training. Materials must be approved by the department prior to utilization.
 - 2.1.2.1. Training Materials may include, but are not limited to:
 - 2.1.2.1.1. PowerPoint Presentations; and
 - 2.1.2.1.2. Handouts.

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- 2.1.3. The selected Applicant must distribute and collect participant feedback forms provided by the Department to training participants at the conclusion of each training and submit the completed participant feedback forms to the Department within 10 business days of the event.

2.2. Reporting

- 2.2.1. The selected Applicant must provide monthly and end of contract reports which include, but are not limited to:
 - 2.2.1.1. Training and professional development sessions, including:
 - 2.2.1.1.1. Location;
 - 2.2.1.1.2. Number of attendees; and
 - 2.2.1.1.3. Evaluation outcomes.
 - 2.2.1.2. Outline of new partnerships and activities directed at increasing local and State capacity to understand, prepare for, and respond to disasters, emergencies, and critical incidents.
 - 2.2.1.3. Description of the drills, simulations and exercises completed.
 - 2.2.1.4. DBHRT activations, which includes, but is not limited to:
 - 2.2.1.4.1. Number of activations;
 - 2.2.1.4.2. Types of responses (e.g., Psychological First Aid, Postvention Care, etc.);
 - 2.2.1.4.3. Response location (e.g., School, Business, etc.);
 - 2.2.1.4.4. Number of volunteers deployed during activation; and
 - 2.2.1.4.5. Summary of feedback for each activation incident.
 - 2.2.1.5. Description of activities involving outreach to new target populations.

2.3. Compensation and Contract Value

- 2.3.1. The Department anticipates utilizing Federal Funds for the resulting contract. The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award. The selected Applicant will be subject to the requirements of the Assistance Listing Number 93.069, NH Public Health Emergency Preparedness.
- 2.3.2. Funding is anticipated to be available for the resulting contract as follows:

State Fiscal Year	Funding Amount
2024	\$ 15,000
2025	\$ 20,000
2026	\$ 20,000

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TOTAL	\$ 55,000
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- 2.3.3. The rate of compensation is \$50 per hour for services provided, plus mileage cost reimbursement at the standard IRS rate.
- 2.3.4. The selected Applicant must submit invoices, in the format outlined by the Department, no later than the fifteenth (15th) calendar day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 2.3.4.1. The selected Applicant must ensure invoices are completed, dated and submitted to the Department in order to initiate payment.
- 2.3.5. Funds are available for State Fiscal Years 2024 and 2025, and are anticipated to be available in 2026, as identified above, upon the availability and continue appropriation of funds in the future operating budget, with the authority to adjust ability to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

2.4. Mandatory Questions

- 2.4.1. In response to this solicitation, Applicants 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 in this solicitation, including any specialized classes, trainings and/or seminars that you have attended.

Q2 – Describe your experience with teaching continuing education classes, certification classes, or college-level courses. Please include any experience you have with performing psychological first aid and postvention care services, participating in an incident management team structure, and your experiences with emergency management.

Q3 – Describe your knowledge of New Hampshire’s Disaster Behavioral Health program.

3. SOLICITATION RESPONSE EVALUATION

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

TECHNICAL RESPONSE	POSSIBLE SCORE
Ability (Q1)	100 Points
Experience (Q2)	150 Points
Knowledge (Q3)	50 Points
Technical Response – Total Possible Score	300 Points

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. 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 Applicant's designated contact. **Notwithstanding the Letter of Intent, Applicants 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.

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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 selected Applicant to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that an Applicant believes that exceptions to Appendix A will be necessary for the Applicant to enter into a Contract, the Applicant must note those issues during the Question Period in Subsection 1.3. Selected Applicants 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 an Applicant during the Question Period may not be considered. In no event is an Applicant 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-2023-DPHS-06-DISAS (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 Section 1.3., Procurement Timetable, 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 Applicant compliance with the requirements of this Solicitation. The Department may waive or offer a limited opportunity for an Applicant to cure immaterial deviations from the Solicitation requirements if it is deemed to be in the best interest of the Department.

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- 5.5. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of solicitation responses shall be at the Applicant'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, the selected Applicant 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. Applicant Vendors are strongly encourage to provide a Vendor code number in the Appendix D, if available. More information can be found at: <https://das.nh.gov/purchasing/selectedVendorresources.aspx>.

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

- 6.2.3. **Resumes** – Applicants 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. Applicants must redact all personal information from resumes.

7. ADDITIONAL TERMS AND REQUIREMENTS

7.1. Non-Collusion

The selected Applicant'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 Applicants 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.

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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 Applicant. 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 selected Applicant'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](#).
- 7.8.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If an Applicant believes any information submitted in response to this solicitation should be kept confidential, the Applicant 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 Applicant claims must be exempt from disclosure as "CONFIDENTIAL." Applicants must also provide a letter to the person listed as the point of contact for this solicitation, identifying the specific page number and section of the information considered to be confidential, commercial or financial and providing the rationale for each designation. Marking or designating an entire submission, attachment or section as confidential shall neither be accepted nor honored by the Department. Applicants 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."

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- 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 an Applicant'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 Applicant 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, an Applicant 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, Applicants 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 RFP 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 Applicant. 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.

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- 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](#). (By submitting a response to this solicitation, Applicants 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 Applicant agrees that in no event shall the Department be either responsible for or held liable for any costs incurred by an Applicant 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 Applicant 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 an Applicant 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 Applicants 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. Applicants 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 Applicant.

7.14. Successful Applicant Notice and Contract Negotiations

If an Applicant 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 Applicant, all submitted solicitation responses remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Applicant, the evaluation team may recommend another Applicant. The Department will not contact Applicants 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.

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- 7.15.2. If a contract is awarded, the selected Applicant 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 selected Applicant's location or at any other location deemed appropriate by the Department, to determine the selected Applicant's capacity to satisfy the terms of this solicitation. The Department may also require the selected Applicant to produce additional documents, records, or materials relevant to determining the selected Applicant'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 selected Applicant.

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 Applicant 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 Applicant that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Applicant 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 Applicant shall be disqualified from submitting any solicitation response or similar request for submission issued by any state agency. An Applicant 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 Applicant 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

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- 8.1. The selected Applicant 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 Applicant may be required to participate in monitoring activities for the resulting contract, 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 Applicant 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 Applicant in the performance of the resulting contract, and all income received or collected by the selected Applicant.
 - 8.3.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.3.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3.2. During the term of the resulting contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the resulting contract and upon payment of the price limitation hereunder, the selected Applicant and all the obligations of the parties hereunder (except such obligations as, by the terms of the resulting Contract are to be performed after the end of the term of the contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Applicant as costs hereunder the Department shall retain the right, at its discretion, to

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deduct the amount of such expenses as are disallowed or to recover such sums from the selected Applicant.

8.4. Credits and Copyright Ownership

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

8.5. Background Checks

- 8.5.1. Prior to permitting any individual to provide services under the resulting contract , the selected Applicant must ensure that said individual has undergone:
 - 8.5.1.1. A criminal background check, at the selected Applicant’s expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under the Agreement;
 - 8.5.1.2. A name search of the Department’s Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under the Agreement;
 - 8.5.1.3. A name search of the Department’s Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under the Agreement.

8.6. Department Owned Devices, Systems and Network Usage

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- 8.6.1. If the selected Applicant or its 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, each authorized individual 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 must 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:

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8.6.1.9.4. 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. Selected Applicant and any 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 and 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. Selected Applicant must agree that where the selected Applicant is found to be in violation of any of the above-Department terms and conditions of the Contract, the selected Applicant may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

8.6.2. Workspace Requirement

8.6.2.1. If applicable, the Department will work with the selected Applicant to determine requirements for providing necessary workspace and Department equipment.

8.7. Audit Requirements

8.7.1. The selected Applicant 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 Applicant expended \$750,000 or more in federal funds received as a sub recipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.7.1.2. Condition B - The selected Applicant is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

8.7.1.3. Condition C - The selected Applicant 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 Applicant 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 selected Applicant’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.

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- 8.7.3. If Condition B or Condition C exists, the selected Applicant shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Applicant's fiscal year.
- 8.7.4. Any selected Applicant 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 selected Applicant 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 Applicant that the selected Applicant shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract to which exception has been taken, or which have been disallowed because of such an exception.

9. APPENDICES TO THIS SOLICITATION

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