



**State of New Hampshire
Department of Health and Human Services**

**REQUEST FOR PROPOSALS
RFP-2023-BDAS-02-FACIL**

FOR

Facilitating Organization for Student Assistance Program

March 31, 2022



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1. INTRODUCTION

1.1. Purpose and Overview

This Request for Proposals (RFP) is published to solicit proposals for the provision of a Facilitating Organization (FO) to develop and support infrastructure and provide program support to Student Assistance Programs (SAP) across the State. The FO will ensure financial, operational, technical assistance and training to support SAPs including subcontracting with school districts or other organizations to implement SAPs.

The New Hampshire Department of Health and Human Services (Department) anticipates awarding one (1) contract for the services in this RFP.

The selected Vendor must not be currently receiving a subaward or acting as a Vendor for a Student Assistance Program.

1.2. Terminology

1.2.1 Student Assistance Program (SAP): A K-12 school-based, evidence-informed framework for prevention, early intervention, referral and support for students with needs that may prevent them from fully benefitting from their educational experience.

1.2.2 Project SUCCESS (Schools Using Coordinated Community Efforts to Strengthen Students): Please visit <http://www.sascorp.org/success.html> for more details.

1.2.3 GAIN (Global Appraisal of Individual Needs)-SS: A screener to be used in general populations to quickly and accurately identify clients as having one or more behavioral health disorders. Please see <https://gaincc.org/instruments/> for more details.

1.2.4 Fidelity: The extent to which an intervention follows a program model.

1.2.5 Community of Practice: A group of people who share a common concern, a set of problems, or an interest in a topic and who come together to fulfill both individual and group goals. Communities of practice often focus on sharing best practices and creating new knowledge to advance a domain of professional practice through ongoing communication.

1.3. Contract Period

The Contract resulting from this RFP is anticipated to be effective July 1, 2022, or upon Governor and Executive Council approval, whichever is later, through June 30, 2024.

The Department may extend contracted services for up to four (4) additional years, contingent upon satisfactory Vendor performance, continued funding, agreement of the parties, and Governor and Executive Council approval.

1.4. BACKGROUND

1.5. New Hampshire Department of Health and Human Services, Bureau of Drug and Alcohol Services



The Bureau of Drug and Alcohol Services seeks to join individuals, families and communities in reducing alcohol and other drug problems thereby increasing opportunities for citizens to achieve health and independence.

1.6. Background

Student Assistance Programs (SAP), modeled after Project SUCCESS, are part of the Department's overall strategy to prevent and reduce substance misuse and its consequences. The Department began funding SAP in 2012 as a pilot program in five (5) school districts. Because of the program's success, the Department sought and received funds to procure SAP services in an additional 10 school districts. Two (2) years later, because of the 15 successful programs, the Department received additional funds to stand up 8 more programs, giving the Department 23 SAPs statewide.

The Department's goal is to create a statewide, geographically diverse SAP network by contracting with an organization that can provide technical assistance and best practice guidance on how to effectively deliver SAP services. Further, the selected organization must have the ability to increase the number of SAPs statewide.

It is the intention of the Department to ensure standardization and best practices for financial, operational, and technical assistance and training supports to strengthen and enhance a statewide SAP infrastructure.

The resulting contract will build upon SAP development work completed in previous initiatives and projects. The selected Vendor will coordinate and collaborate with other Department Vendors to avoid duplication of effort and to take advantage of other initiatives and capacities already developed to support this work.



2. STATEMENT OF WORK

2.1. Scope of Services

- 2.1.1. The selected Vendor must distribute funding in accordance with all applicable state and federal laws and regulations, via a competitive bidding process. The Vendor in collaboration with the Department will develop and conduct the competitive bid process including a funding rubric for school districts and other organizations to apply to implement SAPs based on the Project SUCCESS model in identified NH middle and high schools. The Vendor must:
 - 2.1.1.1. Allow the Department to review and approve grant agreements prior to award.
 - 2.1.2. The selected Vendor must enter into grant agreements with a minimum of 20 school districts within 60 days of the effective date of the awarded contract to support the provision of quality SAP within NH. The selected Vendor must:
 - 2.1.2.1. Provide a copy of each executed SAP subaward to the Department within five (5) business days of the effective date of the contract.
 - 2.1.2.2. Modify current subawards as required or enter into new subawards for new SAPs that are located in underserved geographic regions, as approved by the Department.
 - 2.1.2.3. Comply with applicable federal and state regulations and laws, which includes, but is not limited to, RSA-21:G and 2 CFR 200.
 - 2.1.2.4. The selected Vendor will be responsible for collecting data from each subawardee and aggregating the data to send to the Department.
 - 2.1.3. The selected Vendor must adhere to standards provided by the Department to ensure contracts are managed at an acceptable level including but not limited to frequency and content of programmatic and financial reviews either on-site or remotely.
- Q1** *Describe your experience with developing and/or providing Student Assistance Programs based on the Project SUCCESS model. Include your plan to ensure culturally appropriate services and fidelity to the Project SUCCESS model.*
- Q2** *Describe your proposed funding rubric, the application for SAP, and the process to make available the SAP grant application to ensure it is made available statewide. Include your process for determining the amount of funding to be awarded to each organization and your subcontract requirements.*



- 2.1.3.1. The selected Vendor must:
 - 2.1.3.1.1. Ensure subawardees serve a minimum of one (1) middle school or one (1) high school;
 - 2.1.3.1.2. Ensure that subawards are used to implement SAPs located in areas of need based on supporting data, which may include but is not limited to:
 - 2.1.3.1.2.1. Youth Risk Behavior Survey.
 - 2.1.3.1.2.2. National Survey on Drug Use and Health.
 - 2.1.3.1.2.3. Behavioral Risk Factor Surveillance Survey.
 - 2.1.3.1.2.4. NH County Health Rankings.
 - 2.1.3.1.3. Ensure that all SAPs implement the core components of the program to fidelity of the Project SUCCESS model including:
 - 2.1.3.1.3.1. Universal or School Wide Prevention Strategies;
 - 2.1.3.1.3.2. Prevention Curriculum Based Education in a minimum of two (2) grade levels (e.g. seventh grade and ninth grade);
 - 2.1.3.1.3.3. Using the Global Appraisal of Individual Needs-Short-Screener (GAIN-SS) to screen students for behavioral health issues who are referred to the program;
 - 2.1.3.1.3.4. Using the screening results to assign students to individual or group counseling sessions;
 - 2.1.3.1.3.5. Providing parent education and consultation on substance misuse and mental health issues relative to adolescents; and
 - 2.1.3.1.3.6. Providing consultation to school staff and administration as needed.
- 2.1.3.2. The selected Vendor must engage with local and regional partners, as referenced in Appendix F.
- 2.1.3.3. The selected Vendor must provide logistical and other support, as directed by the Department, to facilitate a Community of Practice that allows SAP staff to establish and strengthen cooperation, collaboration and informal mentoring among SAPs. The selected Vendor must:



- 2.1.3.3.1. Organize regular ongoing meetings of the SAP Community of Practice;
- 2.1.3.3.2. Ensure meetings are advertised to all SAPs and are accessible.

Q3 *Describe your approach to developing and implementing the SAP Community of Practice.*

- 2.1.3.4. The selected Vendor must provide Technical Assistance and Training (TA/T) in and ensure SAP staff adhere to all applicable laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPPA), and 42 CFR Part 2, and establish confidentiality protocols for students, school staff, administrators, and parents.
- 2.1.3.5. The selected Vendor must provide TA/T to SAP counselors in the Project SUCCESS model and the administration of the GAIN-SS with support from the Department's Training and Technical Assistance providers to.
- 2.1.3.6. The selected Vendor must ensure SAP staff collect and enter the required data in the Department approved database on a monthly basis that meets the requirements in Appendix G on a monthly basis. The Vendor must:
 - 2.1.3.6.1. Provide the Department with aggregate monthly summary program reports. The required data will include but is not limited to:
 - 2.1.3.6.1.1. Demographics of individuals served by strategy:
 - 2.1.3.6.1.1.1. Gender;
 - 2.1.3.6.1.1.2. Age;
 - 2.1.3.6.1.1.3. Race;
 - 2.1.3.6.1.1.4. Ethnicity; and
 - 2.1.3.6.1.1.5. Individual or Family Military Status;
 - 2.1.3.6.1.2. Dosage and frequency of individual participation in individual and group sessions;
 - 2.1.3.6.1.3. Aggregate GAIN-SS screening results;
 - 2.1.3.6.1.4. Number and type of referral to internal or external behavioral health resources or programs; and



- 2.1.3.6.1.5. Number and type of universal activities, parent education and consultation and school staff and administration.

Q4 *Provide your plan for utilizing collected data for quality improvement of SAPs.*

- 2.1.3.7. The selected Vendor must collaborate with the Department's evaluation provider to develop and implement an evaluation plan for SAPs and ensure its selected methodology is adhered to by subawarded SAPs.
- 2.1.3.8. The selected Vendor must collaborate with the Department on a quality assurance and improvement plan of SAPs.
- 2.1.3.9. The selected Vendor must develop and provide training and technical assistance to SAPs with support from the Department TAT providers.
- 2.1.3.10. The selected Vendor must provide training and technical assistance to each subawarded SAP to ensure that all SAPs meet all requirements set forth in this RFP, including but not limited to:
 - 2.1.3.10.1. Ensuring fidelity to the Project SUCCESS model.
 - 2.1.3.10.2. Professional development.
 - 2.1.3.10.3. Confidentiality, privacy laws and regulations.
 - 2.1.3.10.4. Mentoring and coaching.
 - 2.1.3.10.5. Capacity development consulting.
 - 2.1.3.10.6. Administrative support functions, as needed.
 - 2.1.3.10.7. Data collection and evaluation.
 - 2.1.3.10.8. Quality improvement.

Q5 *Describe your experience providing training and technical assistance, especially as it relates to substance misuse prevention programs for adolescents, Project Success, and confidentiality and privacy laws.*

- 2.1.3.11. The selected Vendor must support the ability of each SAP to implement and sustain the program(s) which includes, but is not limited to:



- 2.1.3.11.1. Providing technical assistance on engaging stakeholders for ensuring SAP financial viability and future sustainability;
 - 2.1.3.11.2. Assisting with marketing and promotion of the program; and
 - 2.1.3.11.3. Education and advocacy for local, state and federal programs to sustain and/or expand SAP.
- 2.1.3.12. The selected Vendor must actively promote the availability, purpose, and value of SAPs across New Hampshire. The selected Vendor must ensure promotional activities include, but are not limited to:
- 2.1.3.12.1. Developing promotional materials approved by the Department;
 - 2.1.3.12.2. Disseminating promotional and marketing materials on a variety of platforms including websites, social media, television and radio as approved by the Department;
 - 2.1.3.12.3. Publishing a quarterly e-newsletter; and
 - 2.1.3.12.4. Presenting at local, state and national meetings, workshops and conferences with or without the Department and as approved by the Department.
- 2.1.3.13. The selected Vendor must ensure monthly invoices with supporting documentation are submitted and are reflective of allowable expenses. The Vendor must:
- 2.1.3.13.1. Submit subawarded SAP invoices to the Department on a monthly basis;
 - 2.1.3.13.2. Collaborate with the Department to rectify any issues related to the invoices.
- 2.1.3.14. The selected Vendor must provide TA/T to SAP to identify services that may be billable to Medicaid, Medicare, or private insurance.
- 2.1.3.15. The selected Vendor must provide TA/T to school Superintendents and building administrators on the internal organizational structure needed to support SAP staff. The selected Vendor must ensure staff are integrated within the school system and have access to:
- 2.1.3.15.1. A designated direct report staff member within the subawarded school district or organization;



- 2.1.3.15.2. A private physical space within the school to conduct screening, individual and group sessions;
 - 2.1.3.15.3. At a minimum, laptops, desks, chairs, telephones, and seating equipment for students and/or parents; and
 - 2.1.3.15.4. A communication plan to handle issues of concern or grievances.
- 2.1.4. The selected Vendor must provide TA to SAP subawardees who have staff with requirements of supervision to meet licensure on how to access such supervision.
 - 2.1.5. The selected Vendor must have at a minimum one (1) staff member located in New Hampshire to provide in-person TA/T or consultation at a minimum of one (1) work day a month or more frequently as needed.
 - 2.1.6. The selected Vendor must work with each SAP to ensure services are available and can be sustained beyond availability of Department funding.
 - 2.1.7. The selected Vendor must provide program management and oversight of the SAPs as well as implement a quality improvement process developed in collaboration with the Department.
 - 2.1.8. The selected Vendor must provide a Continuity of Operations Plan (COOP) to ensure the essential functions of the program continue in the event of a disruption of normal operations. The COOP must be submitted to and approved by the Department within 30 days of the awarded contract effective date.
 - 2.1.9. The selected Vendor must provide baseline data for each SAP location within 90 days of the effective date of the awarded contract. Baseline data must include:
 - 2.1.9.1. Number of staff at each SAP with content experts identified including but not limited to:
 - 2.1.9.1.1. Bachelor of Social Work.
 - 2.1.9.1.2. Licensed Social Worker.
 - 2.1.9.1.3. Master of Social Work.
 - 2.1.9.1.4. Licensed Alcohol and Drug Counselor.
 - 2.1.9.1.5. Master Licensed Alcohol and Drug Counselor.
 - 2.1.9.1.6. Psychologist.
 - 2.1.9.1.7. Psychiatrist.
 - 2.1.9.1.8. Certified Recovery Support Worker.



- 2.1.9.2. Staffing plan at location of SAP including direct reporting delineations and name of Superintendent;
- 2.1.9.3. School location. The selected Vendor must identify:
 - 2.1.9.3.1. If school is a middle school or high school;
 - 2.1.9.3.2. SAP service hours; and
 - 2.1.9.3.3. Total number of students per school.
- 2.1.9.4. Annual itemized budget;
- 2.1.9.5. Funding sources or contracts other than this awarded contract;
- 2.1.9.6. Percentage of staff and volunteers that have been trained in Project SUCCESS; and
- 2.1.9.7. Status of an organizational sustainability plan.

- Q6** *Provide your plan for providing back office functions, including human resources and financial functions. Identify the personnel who will support these functions.*
- Q7** *Provide your proposed scope of work for oversight of SAPs, including your staffing plan that will ensure that SAPs meet all requirements of the scope of service in this RFP.*
- Q8** *Describe your desired approach to determining equitable allocation of available funds to ensure communities of highest need have access to SAP services.*
- Q9** *How will you work with SAPs to ensure sustainability of services beyond the implementation phase? Include your plan to secure sponsors, fundraising, and community-based involvement that ensures continuation of services.*

2.2. Reporting Requirements

- 2.2.1. The selected Vendor shall provide quarterly reports to the Department that contain:
 - 2.2.1.1. Updates on current status for each SAP under subaward.
 - 2.2.1.2. Number of SAPs pending implementation of services, reason for delay in implementation, and plan to begin implementation.
 - 2.2.1.3. Number of SAPs who are implementing SAP services.
 - 2.2.1.4. Number of and types of training implemented each quarter.
 - 2.2.1.5. Number of and types of technical assistance provided each quarter.



- 2.2.1.6. Summary narrative of SAP Communities of Practice and other SAP specific meetings.
- 2.2.1.7. Activities undertaken to promote the availability, purpose and value of SAPS.
- 2.2.1.8. Programmatic highlights such as success of the SAP programs as determined by the Selected Vendor.
- 2.2.1.9. Key findings from evaluation of participant and programmatic data, including but not limited to demographic and program satisfaction data.
- 2.2.1.10. Recommendations for program improvement.
- 2.2.1.11. Monthly aggregate data reports as defined in 2.1.3.6.
- 2.2.1.12. Monthly financial invoices with supporting documentation.
- 2.2.2. The Vendor may be required to provide additional data to the Department in a format specified by the Department.
- 2.2.3. The selected Vendor shall participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

2.3. Performance Measures

- 2.3.1. The selected Vendor shall ensure:
 - 2.3.1.1. A minimum of 15 SAPs are open and providing SAP services by September 1, 2022;
 - 2.3.1.2. 95% of SAPs fully meet the fidelity of Project SUCCESS by June 30, 2023;
 - 2.3.1.3. 80% of SAP counselors are trained in Project SUCCESS by June 30, 2023; and
 - 2.3.1.4. 95% of subawarded SAPs report being satisfied with the quality of support provided by the Facilitating Organization.
- 2.3.2. The Department may identify additional key performance measures in the resulting contract.

2.4. Compliance

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



- 2.4.2. The selected Vendor must meet all information security and privacy requirements as set by the Department.
- 2.4.3. The selected Vendor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
 - 2.4.3.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Vendor in the performance of the Contract, and all income received or collected by the Vendor.
 - 2.4.3.2. 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.
 - 2.4.3.3. During the term of this 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 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 Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this 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 Vendor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Vendor.
- 2.4.4. **Credits and Copyright Ownership**
 - 2.4.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall 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*.”

- 2.4.4.2. All written, video and audio materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 2.4.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 2.4.4.3.1. Brochures.
 - 2.4.4.3.2. Resource directories.
 - 2.4.4.3.3. Protocols.
 - 2.4.4.3.4. Guidelines.
 - 2.4.4.3.5. Posters.
 - 2.4.4.3.6. Reports.
- 2.4.4.4. The selected Vendor(s) shall not reproduce any materials produced under the contract without prior written approval from the Department.

2.4.5. Culturally and Linguistically Appropriate Services

- 2.4.5.1. The Department is committed to reducing health disparities in New Hampshire and recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, the Department is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment, the Department continuously strives to improve existing programs and services, and to bring them in line with current best practices.
- 2.4.5.2. The Department requires all Vendors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.



- 2.4.5.3. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing CLAS Section of the RFP, and, in the Vendor/RFP section of the Department's website.
- 2.4.5.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.
- 2.4.5.5. Vendors are expected 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.
- 2.4.5.6. Successful Vendors will be:
 - 2.4.5.6.1. 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
 - 2.4.5.6.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the Department's website.
- 2.4.5.7. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:



- 2.4.5.7.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
 - 2.4.5.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;
 - 2.4.5.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and
 - 2.4.5.7.4. The resources available to the organization to provide language assistance.
- 2.4.5.8. **Vendors are required to complete the TWO (2) steps listed in the Appendix C to this RFP, as part of their Proposal.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Vendors' program design, which in turn, will allow Vendors to put forth the best possible Proposal.
- 2.4.5.9. For guidance on completing the two steps in Appendix C, please refer to Proposer's Reference for Completing the CLAS Section of the RFP, which is posted on the Department's website.
<http://www.dhhs.nh.gov/business/forms.htm>.
- 2.4.6. **Audit Requirements**
- 2.4.6.1. The Vendor must email an annual audit to dhhs.act@dhhs.nh.gov if **any** of the following conditions exist:
 - 2.4.6.1.1. Condition A - The 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.
 - 2.4.6.1.2. Condition B - The Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 2.4.6.1.3. Condition C - The Vendor is a public company and required by Security and Exchange



Commission (SEC) regulations to submit an annual financial audit.

- 2.4.6.2. If Condition A exists, the Vendor shall submit an annual **single audit** performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Vendor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 2.4.6.3. If Condition B or Condition C exists, the Vendor shall submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Vendor's fiscal year.
- 2.4.6.4. Any 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.
- 2.4.6.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Vendor that the Vendor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

2.5. Contract Monitoring Provisions

- 2.5.1. All subgrant recipients must complete Appendix B, Contract Monitoring Provisions.
- 2.5.2. The Department will use Vendor responses to conduct a risk assessment to determine if enhanced contract monitoring is necessary if the Vendor is awarded a contract. The risk assessment will not be used to disqualify or score Proposals.

3. FINANCE

3.1. Financial Standards

- 3.1.1. The Department anticipates using Federal and Other 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. Any selected vendor will be subject to the requirements under the American Rescue Plan Act of 2021, Assistance Listing #21.027, FAIN # (TBD) or the selected funding source.



3.1.2. The Department anticipates funding \$2,300,000 for implementation of SAPs. The Department requires proposed budgets not to exceed 10% of the total award for administration of the facilitating organization over the SAPs. The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award and on the Department's needs.

3.2. Budget, Staff List and Budget Narrative

3.2.1. Proposers must complete Appendix D, Budget Sheet and Appendix E, Program Staff List for each State Fiscal Year (July 1 through June 30). This is not a low cost award.

3.2.2. Proposers must provide a Budget Narrative that explains the specific line item costs included in the Appendix D, Budget Sheet and their direct relationship to meeting the objectives of this RFP. The Budget Narrative must explain how each position included in Appendix E, Program Staff List pertains to the proposal and what activities they will perform.

3.2.3. The Budget Sheet will be scored based on the following criteria:

Budget Sheet	
Score	Criteria
0-20	Costs are not allowable.
	Reader cannot understand the relationship of cost relative to the proposed services.
	Cost items do not directly align with objectives of the RFP.
	Costs are not reasonable.
	The costs do not represent significant value relative to anticipated outcomes.
21-48	Reader can generally understand the relationship of cost relative to the proposed services.
	Cost items are mostly aligned with the objectives of the RFP.
	Costs are predominantly reasonable.
	Costs relative to outcomes are adequate and meet the objectives of RFP
49-70	Reader has a thorough understanding of the relationship of cost relative to the proposed services.
	Cost items directly align with objectives of the RFP.
	Costs are reasonable.
	The costs represent significant value relative to anticipated outcomes.



3.2.4. The Program Staff List will be scored based on the following criteria:

Program Staff List	
Score	Criteria
0-9	Staffing costs are not reasonable.
	Reader cannot understand the relationship of staffing costs relative to the proposed services.
	Staffing cost items do not directly align with objectives of the RFP.
	The staffing costs do not represent significant value relative to anticipated outcomes.
10-21	Reader can generally understand the relationship of staffing costs relative to the proposed services.
	Staffing cost items are mostly aligned with the objectives of the RFP.
	Staffing costs are predominantly reasonable.
	Staffing costs relative to outcomes are adequate and meet the objectives of RFP
22-30	Reader has a thorough understanding of the relationship of staffing costs relative to the proposed services.
	Staffing cost items directly align with objectives of the RFP.
	Staffing costs are reasonable.
	Staffing costs represent significant value relative to anticipated outcomes.



4. PROPOSAL EVALUATION

4.1. Selection

- 4.1.1. The Department will use a scoring scale of 350 points, with a maximum of 100 points awarded based on the Cost Proposal. The Department will select a Vendor based upon the criteria and standards contained in this RFP and applying the points set forth below.

4.2. Technical Proposal

4.2.1. Development Experience (Q1)	55 Points
4.2.2. Application Rollout (Q2)	30 Points
4.2.3. Implementation (Q3)	20 Points
4.2.4. Quality Improvement (Q4)	15 Points
4.2.5. Training and Technical Assistance (Q5)	25 Points
4.2.6. Back Office Functions (Q6)	20 Points
4.2.7. Proposed Plan (Q7)	40 Points
4.2.8. Allocation of Funds (Q8)	15 Points
4.2.9. Sustainability (Q9)	30 Points

Total Technical Proposal Points Available 250 Points

4.3. Cost Proposal

4.3.1. Budget (Appendix D)	70 Points
4.3.2. Program Staff List (Appendix E)	30 Points
Total Cost Proposal Points Available	100 Points
Maximum Possible Score	350 Points

5. PROPOSAL PROCESS

5.1. Contact Information – Sole Point of Contact

- 5.1.1. The sole point of contact, the Contract Specialist, relative to the proposal process for this RFP, from the RFP issue date until the selection of a Proposer, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire
 Department of Health and Human Services
 Corey Nachman, Contract Specialist
 Bureau of Contracts & Procurements
 129 Pleasant Street
 Concord, New Hampshire 03301
 Email: corey.r.nachman@dhhs.nh.gov



Phone: 603-271-9341

5.1.2. From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the Department regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact listed in Section 6.1.1, herein. Department employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential Vendor during the selection process, unless otherwise authorized by the RFP Sole Point of Contact. Proposers may be disqualified for violating this restriction on communications.

5.2. Procurement Timetable

<u>Procurement Timetable</u>		
(All times are according to Eastern Time. The Department reserves the right to modify these dates at its sole discretion.)		
Item	Action	Date
1.	Release RFP	March 31, 2022
2.	RFP Questions Submission Deadline	April 11, 2022 2:00 PM
3.	Department Response to Questions Published	April 25, 2022
4.	Proposal Submission Deadline	May 4, 2022 12:01 PM

5.3. Questions and Answers

5.3.1. Proposers' Questions

5.3.1.1. All questions about this RFP including, but not limited to, requests for clarification, additional information or any changes to the RFP must be made in writing, by email only, citing the RFP page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 6.1.

5.3.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.

5.3.1.3. Questions will only be accepted from those Vendors who have submitted a Letter of Intent by the deadline given in Subsection 6.2, Procurement Timetable. Questions from all



other parties will be disregarded. The Department will not acknowledge receipt of questions.

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

5.3.1.5. Questions must be received by the Department by the deadline given in Subsection 6.2, Procurement Timetable.

5.3.2. **Department Answers**

The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 6.2, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at (<http://www.dhhs.nh.gov/business/rfp/index.htm>). Vendors will be sent an email to the contact identified in the Letters of Intent indicating that the Questions and Answers have been posted on the Department's website. This date may be subject to change at the Department's discretion.

5.4. Exceptions

5.4.1. The Department will require the successful Proposer 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 RFP Question Period in Subsection 6.2. Proposers may not request exceptions to the Scope of Services or any other sections of this RFP.

5.4.2. 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.

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

5.5. RFP Amendment

The Department reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Proposer questions. In the event of an amendment to the RFP, the Department, at its sole discretion, may extend the Proposal Submission Deadline. Proposers who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the Department's website.

5.6. Proposal Submission



- 5.6.1. Proposals must be submitted electronically to contracts@dhhs.nh.gov and the Contract Specialist at the email address specified in Subsection 6.1.
 - 5.6.1.1. The subject line must include the following information: RFP-2023-BDAS-02-FACIL (email xx of xx).
 - 5.6.1.2. The maximum size of file attachments per email is 10 MB. Proposals with file attachments exceeding 10 MB must be submitted via multiple emails.
- 5.6.2. The Department must receive the Proposal by the time and date specified in the Procurement Timetable in Section 6 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 5.6.3. The Department will conduct an initial screening step to verify Proposer compliance with the submissions requirements of this RFP. The Department may waive or offer a limited opportunity for a Proposer to cure immaterial deviations from the RFP requirements if it is deemed to be in the best interest of the Department.
- 5.6.4. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of the Proposals shall be at the Proposer's expense.

5.7. Non-Collusion

The Proposer's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP 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 proposal.

5.8. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as a subaward subject to the terms of Appendix A, P-37 General Provisions and Standard Exhibits.

5.9. Validity of Proposals

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 6.2, or until the Effective Date of any resulting Contract, whichever is later.

5.10. Property of Department

All material property submitted and received in response to this RFP will become the property of the Department and will not be returned to the Proposer. The Department reserves the right to use any information presented in any Proposal provided that its use does not violate any copyrights or other provisions of law.



5.11. Proposal Withdrawal

Prior to the Proposal Submission Deadline specified in Subsection 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 6.1.

5.12. Public Disclosure

- 5.12.1. Pursuant to RSA 21-G:37, the content of responses to this RFP must remain confidential until the Governor and Executive Council have awarded a contract. At the time of receipt of Proposals, 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 RFP, the Department will post the name, rank or score of each Proposer. The Proposer's disclosure or distribution of the contents of its Proposal, other than to the Department, will be grounds for disqualification at the Department's sole discretion.
- 5.12.2. The content of each Proposal and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a Proposal in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.
- 5.12.3. Insofar as a Proposer seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Proposer must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This must be done by separate letter identifying by page number and Proposal section the specific information the Vendor claims to be exempt from public disclosure pursuant to RSA 91-A:5. **The Proposer is strongly encouraged to provide a redacted copy of their Proposal.**
- 5.12.4. Each Proposer acknowledges that the Department is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. The Department shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event the Department receives a request for the information identified by a Proposer as confidential, the Department shall notify the Proposer and specify the date the Department intends to release the requested information. Any effort to prohibit or enjoin the release of the information



shall be the Proposer's responsibility and at the Proposer's sole expense. If the Proposer fails to obtain a court order enjoining the disclosure, the Department may release the information on the date the Department specified in its notice to the Proposer without incurring any liability to the Proposer.

5.13. Non-Commitment

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

5.14. Liability

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

5.15. Request for Additional Information or Materials

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

5.16. Oral Presentations and Discussions

The Department reserves the right to require some or all Proposers to make oral presentations of their Proposal. The purpose of the oral presentation is to clarify and expound upon information provided in the written Proposal. Proposers are prohibited from altering the original substance of their Proposals 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 Proposer.

5.17. Successful Proposer Notice and Contract Negotiations

- 5.17.1. If a Proposer 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 Proposer(s), all submitted Proposals remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Proposer(s), the evaluation team may recommend another Proposer(s). The Department will not contact Proposer(s) that are not initially selected to enter into contract negotiations.

5.18. Scope of Award and Contract Award Notice



- 5.18.1. The Department reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.
- 5.18.2. If a contract is awarded, the Vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

5.19. Site Visits

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

5.20. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFP shall be governed by RSA 21-G:37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP 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.

5.21. Contingency

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

5.22. Ethical Requirements

From the time this RFP is published until a contract is awarded, no Proposer 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 an RFP, or similar submission. Any Proposer that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Proposer 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 an Proposal to this RFP, or similar request for submission and every such Proposer shall be disqualified from submitting any Proposal or similar request for submission issued by any state agency. A Proposer 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.

6. PROPOSAL OUTLINE AND REQUIREMENTS

6.1. Presentation and Identification

6.1.1. Overview

- 6.1.1.1. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3.
- 6.1.1.2. Proposals must be submitted electronically as specified in Subsection 6.7.
- 6.1.1.3. Proposers must submit a separate electronic document for the Technical Proposal and a separate electronic document for the Cost Proposal.

6.2. Outline and Detail

6.2.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section.

6.2.2. Technical Proposal Contents – The Transmittal Cover Letter must:

- 6.2.2.1. Be on the Proposer's company letterhead.
- 6.2.2.2. Be signed by an individual who is authorized to bind the company to all statements, including services and prices contained in the Proposal.
- 6.2.2.3. Contain the following:
 - 6.2.2.3.1. Identify the submitting organization;
 - 6.2.2.3.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
 - 6.2.2.3.3. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
 - 6.2.2.3.4. Identify the name, title, telephone number, and email address of the person who will serve as the Vendor's representative for all matters relating to the RFP;



- 6.2.2.3.5. Acknowledge that the Proposer has read this RFP, understands it, and agrees to be bound by its requirements;
- 6.2.2.3.6. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications;
- 6.2.2.3.7. Confirm that Appendix A P-37 General Provisions and Standard Exhibits has been read and is understood;
- 6.2.2.3.8. Explicitly state that the Proposal is valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 6.2, or until the Effective Date of any resulting Contract, whichever is later; and
- 6.2.2.3.9. Include the date that the Proposal was submitted.

6.2.3. Table of Contents

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

6.2.4. Executive Summary. A Proposer must submit an executive summary to:

- 6.2.4.1. Provide the Department with an overview of the organization and what the Vendor intends to provide;
- 6.2.4.2. Demonstrate an understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;
- 6.2.4.3. Demonstrate the overall design of the project in response to achieving the deliverables as defined in this RFP; and
- 6.2.4.4. Demonstrate familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

6.2.5. Proposal Narrative, Project Approach, and Technical Response

- 6.2.5.1. Responses must address the questions in sequential order citing the relevant section.

6.2.6. Description of Organization

- 6.2.6.1. Proposers must include in their Proposal a summary of the company's organization, management and history and how the organization's experience demonstrates the ability to



meet the needs of requirements in this RFP. At a minimum, the description must include:

- 6.2.6.1.1. General company overview;
 - 6.2.6.1.2. Ownership and subsidiaries;
 - 6.2.6.1.3. Company background and primary lines of business;
 - 6.2.6.1.4. Number of employees;
 - 6.2.6.1.5. Headquarters and satellite locations;
 - 6.2.6.1.6. Current project commitments;
 - 6.2.6.1.7. Major government and private sector clients;
 - 6.2.6.1.8. Mission Statement;
 - 6.2.6.1.9. The programs and activities of the company;
 - 6.2.6.1.10. The number of people served;
 - 6.2.6.1.11. Company accomplishments;
 - 6.2.6.1.12. Reasons the company is capable of effectively completing the services outlined in the RFP; and
 - 6.2.6.1.13. All strengths considered to be assets to the company.
- 6.2.6.2. The Proposer should demonstrate the length, depth, and applicability of all prior experience in providing the requested services as well as the skill and experience of staff.
- 6.2.7. **Resume** of those key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this RFP.
- 6.2.8. **Proposer's References**
- 6.2.8.1. The Proposer must submit three (3) written references from individuals or organizations who have knowledge of the Proposer's capability to deliver services applicable to this solicitation. A current Department employee will not be considered a valid reference.
 - 6.2.8.2. Each written reference must include current contact information, a description of work performed, quality of work, and dates of performance.
 - 6.2.8.3. The Department may contact a reference to clarify any information.
- 6.2.9. **Subcontract Letters of Commitment (if applicable)**



The Proposer shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontracts. The Proposer and any subcontracts shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the Department. All selected Vendor(s) that indicate an intention to subcontract must submit a subcontractor's letter of commitment to the Department no later than thirty (30) days from the contract effective date. The Department will approve or reject subcontractors for this project and require the Vendor to replace subcontractors found to be unacceptable.

6.2.10. New Hampshire Certificate of Good Standing

The Department requires, as applicable, every Vendor to acquire a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State in accordance with RSA 5:18-a.

6.2.11. Affiliations – Conflict of Interest

The Proposer must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

6.2.12. Required Attachments

6.2.12.1. The following are required statements that must be included with the Technical Proposal. The Proposer must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Technical Proposal.

6.2.12.1.1. Answers to questions in Section 3.

6.2.12.1.2. Appendix C, CLAS Requirements.

6.2.12.2. The following are required statements that must be included with the Cost Proposal. The Proposer must complete the correlating forms found in the RFP Appendices and submit them as the "Required Attachments" section of the Cost Proposal.

6.2.12.2.1. Appendix B, Contract Monitoring Provisions.

6.2.12.2.2. Appendix D, Budget.

6.2.12.2.3. Appendix E, Program Staff List.

6.2.12.2.4. Budget Narrative.

7. MANDATORY BUSINESS SPECIFICATIONS

7.1. Contract Terms, Conditions and Liquidated Damages, Forms



7.1.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached. The Proposer must agree to contractual requirements as set forth in the Appendix A, P-37 General Provisions and Standard Exhibits.

7.1.2. Liquidated Damages

- 7.1.2.1. The Department may negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.
- 7.1.2.2. The Department and the Vendor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Vendor acknowledges and agrees that any failure to achieve required performance levels by the Vendor will more than likely substantially delay and disrupt the Department's operations. Therefore, the parties agree that liquidated damages may be determined as part of the contract specifications.
- 7.1.2.3. Assessment of liquidated damages may be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.
- 7.1.2.4. The Department may determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the Department as liquidated damages may be deducted by the Department from any fees payable to the Vendor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Vendor to the Department.

8. ADDITIONAL INFORMATION

8.1. Appendix A – Form P-37 General Provisions and Standard Exhibits

8.2. Appendix B – Contract Monitoring Provisions

8.3. Appendix C – CLAS Requirements

8.4. Appendix D – Budget Sheet

8.5. Appendix E – Program Staff List

8.6. Appendix F – List of Local and Regional Partners



**8.7. Appendix G – Understanding your Ethical Confidentiality Obligations
under FERPA, 42 CFR Part 2, State Law and HIPAA**