



State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS

FOR

Peer Workforce Advancement Plan Implementation

RFP-2023-DBH-06-PEERW

RELEASE DATE: December 6, 2022

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New Hampshire Department of Health and Human Services
Peer Workforce Advancement Plan Implementation

1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division for Behavioral Health, Bureau of Mental Health Services (“Department”) is seeking responses to this Request for Proposals (solicitation) from qualified Vendors to identify strategies and implement the necessary steps for advancing the recommendations of the New Hampshire Peer Workforce Advancement Plan (Advancement Plan).¹

The purpose of the Advancement Plan is to present actionable directions for developing and enhancing the workforce of people with lived experience across New Hampshire’s mental health services sector. The Department is seeking a Vendor to facilitate implementation of the Advancement Plan including but not limited to developing actionable work plans and workforce training curriculum, engaging stakeholders to steer implementation of the action steps, and tracking and reporting on progress and outcomes.

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	3/1/2023	
Contract End Date	9/30/2024	
Renewal Options	The Department may extend contracted services for up to two (2) additional years.	
Funding for the resulting contract(s) is anticipated to be approximately:	\$356,753	
Funding Source	The Department anticipates using Federal funds for resulting contract(s).	
	Assistance Listing #	93.958
	Award Name	Block Grants for Community Mental Health Services
Match Requirements	N/A	
Point of Contact	Corey Nachman, Contract Specialist Corey.R.Nachman@dhhs.nh.gov 603-271-9341	

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

¹ See Appendix G – New Hampshire Peer Workforce Advancement Plan.

unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating this restriction on communications.

1.3. Procurement Timetable

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.

Item	Action	Date
1.	Solicitation Released	12/6/2022
2.	Letter of Intent Submission Deadline (optional)	12/14/2022
3.	Questions Submission Deadline	12/28/2022 12:00PM
4.	Department Response to Questions Published	1/13/2023
5.	Vendor Solicitation Response Due Date	1/25/2023 12:00PM

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Bureau of Mental Health Services

The Bureau of Mental Health Services (BMHS) is New Hampshire's single state mental health authority that seeks to promote full community inclusion for individuals who are 18 years or older; who have severe mental illness (SMI) or severe and persistent mental illness (SPMI). The Department places a high emphasis on supporting individuals in their community with a broad range of supports and services that reduce the need for inpatient care.

In January 2019, the Department published the State's 10-Year Mental Health Plan, which set a vision for the future of New Hampshire's mental health system. The Plan was informed by a statewide stakeholder process that included input from hundreds of interested parties who took a critical look at the existing system. It addresses the needs of individuals and families across the continuum of care, and provides innovative models to meet the evolving landscape and increasing complexity of New Hampshire's mental health system.

The 10-Year Mental Health Plan prioritized 14 recommendations to implement within its first two years. These foundational recommendations are intended to strengthen the system's infrastructure and position New Hampshire to successfully expand and sustain a robust mental health system.

1.4.2. Objective

The New Hampshire Peer Workforce Development Plan was created as the result of the 10-Year Mental Health Plan's Recommendation #7, which seeks to expand the

availability of peers in practice settings and to integrate people with lived experience (PLE) into various parts of the mental health system. This requires concerted efforts in several areas such as training, recruitment, workforce retention, integration, compensation, benefits, and workplace culture. Some areas are typical of many workforce development strategies, while others are specific to the roles, challenges, and opportunities of people with lived experience in the role of a peer support specialist.

Preparation of the Advancement Plan included stakeholder input provided at three (3) public conference/feedback sessions presented virtually and via written feedback on draft versions. This process was coordinated by the NH Department of Health and Human Services, Bureau of Mental Health Services (BMHS), National Alliance on Mental Illness of New Hampshire (NAMI-NH) and Humannovations. Participating stakeholders included individuals representing peer support agencies (PSA), community mental health centers (CMHCs), community and system advocates, and many individuals with lived experience.

The purpose of the Advancement Plan is to present actionable directions for developing and enhancing the workforce of people with lived experience across New Hampshire's mental health services sector. The Department is seeking a Vendor to facilitate implementation of the Advancement Plan including but not limited to developing actionable work plans and workforce training curriculum, engaging stakeholders to steer implementation of the action steps, and tracking and reporting on progress and outcomes.

2. STATEMENT OF WORK

2.1. Scope of Services

2.1.1. Peer Advancement Advisory Committee (Recommendation 13)

2.1.1.1. The selected Vendor must facilitate an advisory committee, as part of the existing DHHS Mental Health Block Grant Planning and Advisory Council, Recommendation 13, to guide the implementation of the Advancement Plan and provide feedback throughout implementation, as referenced in Appendix G, within 90 days of the contract start date as approved by the Department. The selected Vendor must ensure, as approved by the Department, that the committee includes, but is not limited to:

2.1.1.1.1. Peer Support Agencies (PSAs).

2.1.1.1.2. Community Mental Health Centers (CMHCs).

2.1.1.1.3. Statewide agencies.

2.1.1.1.4. Related provider, advocacy, and community groups, including people with lived experience.

2.1.1.1.5. Hospitals interested in or currently working with or employing peer support workers.

2.1.1.1.6. Department representation from BMHS.

- 2.1.1.2. The selected Vendor must ensure the Peer Advancement Advisory Committee:
 - 2.1.1.2.1. Reviews the activities, actions, outputs and outcomes of the Advancement Plan;
 - 2.1.1.2.2. Reviews and provides input on work plans that include timelines, steps/deliverables, and responsible party to advance Recommendations, excluding Recommendations 6, 8, & 9 within the Advancement Plan, to address the workforce needs of the peer support workforce.
 - 2.1.1.2.3. Builds alliances and understanding of peer support service integration;
 - 2.1.1.2.4. Problem solves and collaborates on related items;
 - 2.1.1.2.5. Is responsible for coordinating the implementation of system change;
 - 2.1.1.2.6. Engages in the exploration of expanded billing options for peer services, such as the potential to seek Medicaid reimbursement; and
 - 2.1.1.2.7. Meets, at minimum, quarterly.
- Q1** *Describe your experience working with mental health peer workforce, including any specific experience in New Hampshire.*
- Q2** *Describe your experience developing an advisory committee or steering committee. Include how you will approach coordinating an advisory committee to ensure participants are engaged in a meaningful way and the committee is productive. Use specific relevant examples.*
- Q3** *Describe how you will approach developing a work plan to advance the Recommendations of the Advancement Plan as described above. Include your ability to convene stakeholders, hold listening sessions and incorporate feedback into project deliverables.*
- 2.1.2. Peer Orientation and Training on Scope of Practice (Recommendations 1 and 2)
 - 2.1.2.1. The selected Vendor must promote the peer support worker scope of practice/service model by advancing Recommendations 1 and 2 of the Advancement Plan. The selected Vendor must:
 - 2.1.2.1.1. Work with statewide experts and facilitators to build the peer services orientation by either conducting research and/or implementing a survey.
 - 2.1.2.1.2. Ensure all work is congruent with intentional peer support, principles and values.

2.1.2.1.3. Develop a curriculum of concise “fundamentals” of peer support for all new hire peer support workers including, but not limited to:

2.1.2.1.3.1. Developing standard online introductory training in the fundamentals of peer support in practice either prior to beginning service provision, or within 60 days of beginning such employment.

2.1.2.1.3.2. Ensuring alignment with [SAMHSA Core Competencies for Peer Support workers](#), the [National Practice Guidelines for Peer Specialists](#) and Supervisors by the National Association of Peer Supporters.

2.1.2.2. The selected Vendor must build upon existing efforts to evaluate current local and national standards for the peer support workforce to establish common expectations of the role and functions of peer support workers in New Hampshire and determine the knowledge, competencies and skills required. This includes reviewing current publications and working with the advisory committee to develop a concise toolkit/report that clearly outlines these standards including, but not limited to:

2.1.2.2.1. Defining the various roles and primary functions of peer support workers such as certified peer support specialists, family peer support specialists, and community recovery support workers.

2.1.2.2.2. Clarification of a shared knowledge base.

2.1.2.2.3. Establishing baseline competencies and skills.

2.1.2.2.4. Establishing best practices that are shared with the Department.

Q4 *Describe in detail your experience advancing the integration of peer support workers into the behavioral health care system; helping states assimilate and utilize national and evidence-based practices for mental health peer support workers; and promoting improved access to employment and training.*

Q5 *Describe your experience creating, and provide examples of, trainings, web videos, toolkits, etc. that were used for public engagement, education, or advocacy purposes.*

2.1.3. Peer Practices Co-Learning Community (Recommendation 3)

2.1.3.1. The selected Vendor must develop a NH co-learning community related to best practices for peer support services in non-peer service agencies. The selected Vendor must:

- 2.1.3.1.1. Include management staff, supervisors and individuals with lived experience from provider agencies in the learning community that are supported by New Hampshire service experts.
 - 2.1.3.1.2. Host quarterly learning opportunities via grand rounds–style presentations facilitated by experts on topics relevant to the peer workforce.
 - 2.1.3.1.3. Organize all aspects such as developing a 12-month schedule, coordinating speakers, developing fliers to publicize the co-learning community, hosting presentations, registering participants, and generating a list of potential future topics/speakers.
- 2.1.4. Education, Equivalency, and Training Standards (Recommendation 4)
- 2.1.4.1. The selected Vendor must work with the Department on the education and lived experience challenge areas through the implementation of Recommendation 4 in the Advancement Plan. The selected Vendor must provide support on efforts that are underway to:
 - 2.1.4.1.1. Draw information from Appendix G to establish challenge areas and possible solutions;
 - 2.1.4.1.2. Develop a proposed list of peer support specialist certification components;
 - 2.1.4.1.3. Determine work and lived experience equivalency parameters;
 - 2.1.4.1.4. Determine viable scholarship and tuition support available; and
 - 2.1.4.1.5. Create higher education institution partnerships in order to reduce potential barriers that may interrupt education opportunities for individuals with lived experience.
- 2.1.5. Peer Support Specialist Survey (Recommendation 5)
- 2.1.5.1. The selected Vendor must develop and administer a peer workforce survey, as described in Recommendation 5, in order to address the challenge areas concerning compensation and career advancement. The selected Vendor must:
 - 2.1.5.1.1. Locate a statistically significant pool of peer support workers across New Hampshire to poll in order to collect de-identified data. Data points should include, but are not limited to:
 - 2.1.5.1.1.1. Demographics.

- 2.1.5.1.1.2. Tenure in position.
- 2.1.5.1.1.3. Tenure in field.
- 2.1.5.1.1.4. Wage and compensation standards.
- 2.1.5.1.1.5. Education.
- 2.1.5.1.1.6. Location.
- 2.1.5.1.1.7. Job satisfaction.
- 2.1.5.1.1.8. Career goals.
- 2.1.5.1.1.9. The individual's outlook.
- 2.1.5.1.1.10. Perceived career advancement opportunities

2.1.5.1.2. Construct the survey questions and review process in collaboration with individuals with mental health lived experience.

Q6 *Describe your plan to develop and administer a peer workforce survey. Discuss past surveys you have organized and conducted.*

2.1.6. Peer Support Employer Survey (Recommendation 7)

2.1.6.1. The selected Vendor must address the career entry, transition and attrition challenge areas from the Advancement Plan by creating and administering a Peer Support Employer Survey as described in Recommendation 7. The selected Vendor must:

2.1.6.1.1. Survey all CMHCs, PSAs and related community organizations with PLE positions on data points including, but not limited to:

- 2.1.6.1.1.1. Current PLE positions.
- 2.1.6.1.1.2. Planned PLE positions.
- 2.1.6.1.1.3. Job titles.
- 2.1.6.1.1.4. Vacancies.
- 2.1.6.1.1.5. Education requirements.
- 2.1.6.1.1.6. Challenges with recruitment.
- 2.1.6.1.1.7. Challenges with retention.

2.1.6.1.2. Submit survey results to the Department with recommended strategies for recruitment and retention, including strategies to enhance wellness of peers working in the field.

2.1.7. Medicaid Standards Billing Development (Recommendation 10)

- 2.1.7.1. Develop a written plan that outlines the potential options and timelines for the creation, or modification, of Medicaid options that maintain fidelity of peer support services.
- 2.1.8. Recovery-Informed Documentation and Practices Audit (Recommendation 11)
 - 2.1.8.1. The selected Vendor must develop trainings on recovery-informed documentation and hiring practices for human resources, managers and program supervisors at all DHHS, BMHS contracted agencies as described in Recommendation 11. These trainings must include, but are not limited to, the following subjects:
 - 2.1.8.1.1. Proposed improvements focused on the recovery vision of mental health and pro-active hiring of PLE.
 - 2.1.8.1.2. Job announcements.
 - 2.1.8.1.3. Hiring practices.
 - 2.1.8.1.4. Hiring policies.
- 2.1.9. Recovery-Focused Supervision, Performance Support and Accommodation Training (Recommendation 12)
 - 2.1.9.1. The selected Vendor must develop virtual video modules for managers and program supervisors at all DHHS, BMHS contracted agencies as described in Recommendation 12 to support and enhance long-term cultural shift outcomes. These trainings must include, but are not limited to, the following subjects:
 - 2.1.9.1.1. Workplace wellness.
 - 2.1.9.1.2. Mental health stigma reduction.
 - 2.1.9.1.3. Role clarity.
 - 2.1.9.1.4. Success stories of people with lived experience in program positions.
 - 2.1.9.1.5. Employment of PLE, including non-disclosed and non-support identified staff.

Q7 *How would your organization develop trainings as described above? Please describe how you would structure the trainings, what would be included and from what sources i.e. testimony, research, content.*

- 2.1.10. The selected Vendor(s) must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

Q8 *Please provide a work plan accompanied with a staffing plan for the work outlined in the Scope of Services.*

- 2.1.11. **Reporting**

- 2.1.11.1. The selected Vendor must submit a staffing plan and detailed project work plan that includes timelines, steps/deliverables, and responsible party to advance Recommendations, excluding Recommendations 6, 8 & 9 within the Advancement Plan, to address the workforce needs of the peer support workforce within 60 days of the contract approval date.
- 2.1.11.2. The selected Vendor(s) must submit quarterly Reports, which include, but are not limited to:
 - 2.1.11.2.1. Development and integration status in accordance with the work plan.
 - 2.1.11.2.2. The number of advisory committee sessions held.
 - 2.1.11.2.2.1.1. Advisory committee meeting minutes.
 - 2.1.11.2.3. Any issues that have been encountered.
- 2.1.11.3. The selected Vendor(s) must provide key data in a format and at a frequency specified by the Department for the following performance measures, including but not limited to:
 - 2.1.11.3.1. Training/orientation in a virtual format.
 - 2.1.11.3.2. A report of common expectations of the role, values, competencies and functions of peer workers in NH.
 - 2.1.11.3.3. Co-learning community schedule.
 - 2.1.11.3.3.1. Flier template, and
 - 2.1.11.3.3.2. Future event ideas.
 - 2.1.11.3.4. A proposed list of peer support specialist certification components.
 - 2.1.11.3.5. Report of work and lived experience equivalency parameters.
 - 2.1.11.3.6. Report of viable scholarship and tuition support available.
 - 2.1.11.3.7. Create higher education institution partnership(s).
 - 2.1.11.3.8. Develop and administer a peer workforce survey, and
 - 2.1.11.3.8.1. Report survey results to the Department.
 - 2.1.11.3.9. Develop and administer a peer support employer survey, and
 - 2.1.11.3.10. Report survey results to the department.

2.1.11.3.11. Trainings on recovery informed documentation and hiring practices.

2.1.11.4. Virtual modules for human resources, managers & supervisors. The selected Vendor(s) may be required to provide other data and metrics to the Department in a format specified by the Department.

2.2. Mandatory Questions

2.2.1. In response to this solicitation, Vendor(s) must respond to the Mandatory Questions in the Scope of Services.

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3. SOLICITATION RESPONSE EVALUATION

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

TECHNICAL RESPONSE	POSSIBLE SCORE
Q1 – Peer Workforce Experience	40 Points
Q2 – Committee Formation Experience	10 Points
Q3 – Work Plan Development	15 Points
Q4 – Peer Integration	25 Points
Q5 – Training Experience	20 Points
Q6 – Survey Development	15 Points
Q7 – Training Development	30 Points
Q8 – Work Plan	45 Points
Technical Response – Total Possible Score	200 Points

COST PROPOSAL	POSSIBLE SCORE
Budget Sheet (Appendix E)	70 Points
Program Staff List (Appendix F)	30 Points
Cost Proposal – Total Possible Score	100 Points

MAXIMUM POSSIBLE SCORE	300 Points
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3.2. Cost Proposal Evaluation Criteria

3.2.1. The **Budget Sheet** (Appendix E) will be scored based on the following criteria:

Budget Sheet	
Points	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.

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	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.

3.2.2. The **Program Staff List** (Appendix F) will be scored based on the following criteria:

Program Staff List	
Points	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. SOLICITATION RESPONSE PROCESS

4.1. Letter of Intent

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

4.2. Questions and Answers

4.2.1. Vendors' Questions

- 4.2.1.1. All questions about this Solicitation including, but not limited to, requests for clarification, additional information or any changes to the Solicitation must be made in writing, by email only, citing the Solicitation page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 1.2.
- 4.2.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 4.2.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 4.2.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

4.2.2. Department Responses

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

[procurement-opportunities](#)). This date may be subject to change at the Department's discretion.

4.2.3. Exceptions

- 4.2.3.1. The Department will require the successful Vendor to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the Question Period in Subsection 1.3. Vendors may not request exceptions to the Scope of Services or any other sections of this Solicitation.
- 4.2.3.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion in its response to Vendor questions.
- 4.2.3.3. Any exceptions to the standard form contract and exhibits that are not raised by a Vendor during the Question Period may not be considered. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this Solicitation.

4.3. Solicitation Amendment

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

5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

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

5.1.1. The subject line must include the following information:

RFP-2023-DBH-06-PEERW (email xx of xx).

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

6. SOLICITATION RESPONSE REQUIREMENTS

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

6.2. Vendors must submit a separate electronic document for the Technical Response and a separate electronic document for the Cost Proposal.

6.3. Technical Response Contents

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

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

6.3.2. **Appendix C – Transmittal Letter and Vendor Information**, including:

6.3.2.1. **Vendor Code Number** - Prior to executing any resulting contract(s), the selected Vendor(s) will be required to provide a vendor code number issued by the State of New Hampshire Department of Administrative Services upon registering as an authorized vendor with the State. Vendors are strongly encourage to provide a vendor code number in the Appendix D if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>

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

6.3.4. **Resumes** – Vendors must provide resumes for those key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this Solicitation. Vendors must redact all personal information from resumes.

6.4. Cost Proposal Contents

6.4.1. **Appendix E, Budget Sheet** – Vendors must complete an Appendix E, Budget Sheet for each State Fiscal Year (July 1 through June 30). This is not a low cost award. Vendors must also complete the narrative section of Appendix E.

6.4.2. **Appendix F, Staff List** - Vendors must complete an Appendix F, Staff List for each State Fiscal Year (July 1 through June 30).

7. ADDITIONAL TERMS AND REQUIREMENTS

7.1. Non-Collusion

The Vendor's required signature on the Appendix D – Transmittal Letter and Vendor Information submitted in response to this Solicitation guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Vendors and without effort to preclude the Department from obtaining the best possible competitive solicitation response.

7.2. Collaborative Solicitation Responses

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

7.3. Validity of Solicitation Responses

Solicitation responses must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 1.3, or until the Effective Date of any resulting contract, whichever is later.

7.4. Debarment

Vendors who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this solicitation.

7.5. Property of Department

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

7.6. Solicitation Response Withdrawal

Prior to the Response Submission Deadline specified in Subsection 1.3, Procurement Timetable, a submitted Letter of Intent or solicitation responses may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 1.2.

7.7. Confidentiality

- 7.7.1. Pursuant to RSA 21-G:37, the content of responses to this solicitation must remain confidential until the Governor and Executive Council have awarded a contract. The Vendor's disclosure or distribution of the contents of its solicitation response, other than to the Department, will be grounds for disqualification at the Department's sole discretion.

7.8. Public Disclosure

- 7.8.1. The information submitted in response to this solicitation (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know laws, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this solicitation will be made accessible to the public online via the New Hampshire Secretary of State website (<https://sos.nh.gov/>).
- 7.8.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this solicitation should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the person listed as the point of contact for this solicitation, identifying the specific page number and section of the information considered to be confidential, commercial or financial and providing the rationale for each designation. Marking or designating an entire submission, attachment or section as confidential shall

neither be accepted nor honored by the Department. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are “confidential.”

- 7.8.3. Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the Department as not conforming to the requirements of the solicitation.
- 7.8.4. Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in responses or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.
- 7.8.5. Notwithstanding a Vendor’s designations, the Department is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in response to the solicitation. If a request is made to the Department to view or receive copies of any portion of the response that is marked confidential, the Department shall first assess what information it is obligated to release. The Department will then notify the Vendor that a request has been made, indicate what, if any, information the Department has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the response. To halt the release of information by the Department, a Vendor must initiate and provide to the Department, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.
- 7.8.6. By submitting a response to this solicitation, Vendors acknowledge and agree that:
- 7.8.7. The Department may disclose any and all portions of the response or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this solicitation;
- 7.8.8. The Department is not obligated to comply with a Vendor’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and
- 7.8.9. The Department may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

7.9. Electronic Posting of 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 Vendor. In the event that the resulting contract

does not require Governor & Executive Council approval, the Agency will disclose the rank or score at least five (5) business days before final approval of the contract.

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

7.10. Non-Commitment

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

7.11. Liability

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

7.12. Request for Additional Information or Materials

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

7.13. Oral Presentations and Discussions

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

7.14. Successful Vendor Notice and Contract Negotiations

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

7.15. Scope of Award and Contract Award Notice

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

7.16. Site Visits

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

7.17. Protest of Intended Award

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

7.18. Contingency

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

7.19. Ethical Requirements

From the time this solicitation is published until a contract is awarded, no Vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded a solicitation, or similar submission. Any Vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting a response to this solicitation, or similar request for submission and every such Vendor shall be disqualified from submitting any solicitation response or similar request for submission issued by any state agency. A Vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

7.20. Liquidated Damages

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

8. COMPLIANCE

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

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

8.2.1. Site visits.

8.2.2. File reviews.

8.2.3. Staff training.

8.3. Records

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

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

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

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

Contract(s)) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Vendor(s) as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor(s).

8.4. Credits and Copyright Ownership

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

8.5. Culturally and Linguistically Appropriate Services

- 8.5.1. Vendors are required to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 8.5.2. Vendors are required to complete the **TWO (2) steps** listed in the Appendix C, Culturally and Linguistically Appropriate Services (CLAS) Requirements as part of their solicitation response. This is in accordance with Federal civil rights laws and intended to help inform Vendors' program design, which in turn, will allow Vendors to put forth the best possible solicitation response.
- 8.5.3. The selected Vendor(s) will be:
 - 8.5.3.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and

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

8.6. Confidential Data

- 8.6.1. The selected Vendor(s) must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Exhibit K, DHHS Information Security Requirements.

8.7. Website and Social Media

- 8.7.1. The selected Vendor(s) must agree that if performance of services on behalf of the Department involve using social media or a website for marketing to solicit information of individuals, or Confidential data, the Vendor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all of the Department's and NH Department of Information Technology's website and social media requirements and policies.
- 8.7.2. The selected Vendor(s) must agree protected health information (PHI), personal information (PI), or other confidential information solicited either by social media or the website maintained, stored or captured shall not be further disclosed unless expressly provided in the contract. The solicitation or disclosure of PHI, PI, or other confidential information shall be subject to the Information Security Requirements Exhibit, the Business Associates Agreement Exhibit and all applicable state rules and state and federal law. Unless specifically required by the contract and unless clear notice is provided to users of the website or social media, the selected Vendors agree that site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.

8.8. Audit Requirements

- 8.8.1. The selected Vendor(s) must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.8.1.1. Condition A - The selected Vendor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.8.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.8.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.8.2. If Condition A exists, the selected Vendor(s) shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Vendor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 8.8.3. If Condition B or Condition C exists, the selected Vendor(s) shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.
- 8.8.4. Any selected Vendor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Vendor is high-risk.
- 8.8.5. In addition to, and not in any way in limitation of obligations of the resulting Contract(s), it is understood and agreed by the selected Vendor(s) that the selected Vendor(s) shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract(s) to which exception has been taken, or which have been disallowed because of such an exception.

9. APPENDICES TO THIS SOLICITATION

- 9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 9.2. Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 9.3. Appendix C – Transmittal Letter and Vendor Information**
- 9.4. Appendix D – Technical Response to Questions**
- 9.5. Appendix E – Budget Sheet**
- 9.6. Appendix F – Program Staff List**
- 9.7. Appendix G – New Hampshire Peer Workforce Advancement Plan**