



State of New Hampshire  
Department of Health and Human Services

**REQUEST FOR PROPOSALS**

FOR

ECHO Peer Workforce Cross Training

RFP-2023-DBH-07-ECHOP

RELEASE DATE: October 28, 2022

**TABLE OF CONTENTS**

<b>1. PURPOSE AND OVERVIEW</b>	<b>3</b>
<b>2. STATEMENT OF WORK</b>	<b>6</b>
<b>3. SOLICITATION RESPONSE EVALUATION</b>	<b>11</b>
<b>4. SOLICITATION RESPONSE PROCESS</b>	<b>13</b>
<b>5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS</b>	<b>14</b>
<b>6. SOLICITATION RESPONSE REQUIREMENTS</b>	<b>15</b>
<b>7. ADDITIONAL TERMS AND REQUIREMENTS</b>	<b>15</b>
<b>8. APPENDICES TO THIS SOLICITATION</b>	<b>23</b>

# New Hampshire Department of Health and Human Services ECHO Peer Workforce Cross Training

## 1. PURPOSE AND OVERVIEW

### 1.1. Introduction

The New Hampshire Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services (“Department”) is seeking responses to this Request for Proposals (solicitation) from qualified and experienced Vendors to design and implement a series of Extension for Community Healthcare Outcomes (ECHO) training sessions for the peer support workforces and stakeholders from all practice settings across New Hampshire, working with communities experiencing Substance Use Disorders (SUD), mental health conditions and concerns, and co-occurring disorders. The cross training for peer support workers, in both SUD and mental health, will foster knowledge sharing, encourage collaboration in referrals, and shared discussion of real cases in our communities.

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.

<b>Contract Effective Date</b>	<b>2/1/2023</b>	
<b>Contract End Date</b>	<b>9/30/2024</b>	
<b>Renewal Options</b>	The Department may extend contracted services for up to four (4) additional years.	
<b>Funding for the resulting contract is anticipated to be approximately:</b>	<b>\$200,000</b>	
<b>Funding Source</b>	The Department anticipates using Federal funds for any resulting contract.	
	Assistance Listing #	93.959
	Award Name:	Department of Health and Human Services, Substance Abuse & Mental Health Services Administration, American Rescue Plan Act
<b>Match Requirements</b>	<b>N/A</b>	
<b>Point of Contact</b>	Corey R. Nachman, Contract Specialist Corey.R.Nachman@dhhs.nh.gov 603-271-9341	
From the date of release of this solicitation until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Department regarding this solicitation is prohibited unless first approved by the Point of Contact listed above. Department employees have been directed not to hold conferences and/or discussions concerning this solicitation with any potential contractor during the selection process, unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating this restriction on communications.		

# New Hampshire Department of Health and Human Services ECHO Peer Workforce Cross Training

## 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	10/28/2022
2.	Letter of Intent Submission Deadline (optional)	11/7/2022
3.	Questions Submission Deadline	11/18/2022 <b>12:00PM</b>
4.	Department Response to Questions Published	12/3/2022
5.	Vendor Solicitation Response Due Date	12/21/2022 <b>12:00PM</b>

## 1.4. Background

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

The Bureau of Drug and Alcohol Services (BDAS) is soliciting competitive proposals for a peer workforce development initiative using a series of trainings implementing the Extension for Community Healthcare Outcomes ([Echo Model™](#)). This model is a performance optimizer and learning framework that can be applied across principles for sustainable and profound change. This Echo Model™ will be utilized to cross train peer support workers in both the Substance Use Disorder and Mental Health systems. Cross training peer support workers will enhance workforce capacity to share and deliver best practices in working with individuals experiencing Substance Use Disorders, mental health conditions and concerns, and co-occurring disorders in New Hampshire. The cross training for peer support workers, in both SUD and mental health, will foster knowledge sharing, encourage collaboration in referrals, and discussion of shared issues facing our communities.

### 1.4.2. Objective

The purpose of the Peer Workforce Development Initiative is to address the workforce needs of peer support workers by increasing training and support, integrating and infusing of peer supports across substance use and mental health systems of care, and fostering collaborations and information sharing for resources, knowledge, and skills.

## New Hampshire Department of Health and Human Services ECHO Peer Workforce Cross Training

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This initiative aligns with the [Governor's Commission Action Plan \(Governor's Plan\)](#) published in July 2022 and the [State of New Hampshire's 10-Year Mental Health Plan](#). ECHO addresses two goals of the 10-year plan, published in January 2019, which makes recommendations directly for the integration of peers and natural supports and workforce coordination. The first recommendation aims to “integrate peer and natural supports throughout the continuum of care to empower consumers, reduce reliance on professional supports, and reduce avoidable ED and inpatient visits.” The second recommendation on workforce coordination addresses workforce shortages and aims to leverage the work that has been done and is currently underway to “develop a statewide, comprehensive and integrated approach to growing the workforce all healthcare professions, including those needed to serve individuals with mental illness.”

The Governor's Plan lists guiding values that include: shared resources, collaboration of systems and integrated care among partners, and expanding workforce capacity including to “identify models for cross sharing staff across mental health and substance use systems of care.”

The second recommendation addressed in the Governor's Plan is workforce coordination by leveraging and fostering partnerships across the systems of care for peer support workers in SUD and mental health workforce. Peer Support Services in recovery community organizations and mental health peer support agencies are substantial individually. Although there is crossover in population and community needs, each peer workforce is trained distinctly within their 'systems.' Cross training will foster collaboration for peer support workers to co-learn and share ideas and tools that have been helpful in their work with individuals with co-occurring disorders.

The Echo Model™ began at the University of New Mexico in 2003, inspired by clinicians learning in medical rounds, and has evolved into a learning framework that applies across disciplines for both sustainable and profound change. The Echo Model™ is an evidence based model, and research demonstrates the efficacy and sustainability of the Echo Model™, which exclusively uses a tele-mentoring approach across disciplines including health care and education. Virtual and remote delivery empowers under resourced communities by allowing for the inclusion of peers across the state to be in a shared space, together, maximizing connection and increased knowledge, regardless of physical location.

Unique to this knowledge-sharing model is case-based learning and discussion by bringing together specialists from multiple focus areas for a robust and holistic approach, called “all teach, all learn.” The program is a continuous loop of learning, mentoring, and peer support, with a long-lasting impact.

ECHO participants engage in the virtual community with their peers where they share support, guidance and feedback. This shared space results in a collective understanding of how to disseminate and implement best practices across diverse disciplines. The cross training for peer support workers, in both SUD and mental health, creates a co-learning community supporting integration, collaboration, and improved peer services for people with co-occurring disorders.

# New Hampshire Department of Health and Human Services

## ECHO Peer Workforce Cross Training

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### 1.4.3. Covered Populations

Services are to be made available to individuals who work or volunteer providing mental health or SUD recovery peer support services in New Hampshire (hereinafter referred to as “peer workforce” in the fields of mental health and substance use concerns from all practice settings including, but not limited to Recovery Community Organizations (RCOs), Recovery Centers, Mental Health Peer Support Agencies (PSAs) and Community Mental Health Centers (CMHCs).

## STATEMENT OF WORK

### 2. Scope of Services

- 2.1.1. The selected Vendor must plan, organize, and facilitate ECHO trainings for the peer workforce to address quality training development utilizing Department approved training standards.
- 2.1.2. The selected Vendor must ensure the sessions administered using the Echo Model™:
  - 2.1.2.1. Are designed with the ability to cross train SUD and MH peer workers;
  - 2.1.2.2. Include sessions for both the SUD and MH peer workforce to gain knowledge on co-occurring disorders;
  - 2.1.2.3. Are centered on practical application of skills and system overview;
  - 2.1.2.4. Provide specialized knowledge and skills from each of the peer support systems;
  - 2.1.2.5. Foster information and resource sharing among the peer workforce; and
  - 2.1.2.6. Are comprised of multiple learning sessions in a series, to be more accessible to staff that are facing staffing shortages.
- 2.1.3. The selected Vendor must:
  - 2.1.3.1. Design courses that are tiered for differing skill levels.
  - 2.1.3.2. Offer ongoing refresher courses or bursts to maintain and/or strengthen skills.
- 2.1.4. The selected Vendor must identify peer workforce subject matter experts (SMEs) and peers to serve as presenters and panelists for the series.
- 2.1.5. The selected Vendor must recruit participants from the peer workforce, including but not limited to:
  - 2.1.5.1. Recovery Community Organizations; and
  - 2.1.5.2. Peer Support Agencies.
- 2.1.6. The selected Vendor must recruit participants from other agencies and programs that employ SUD or MH peer workers, which may include, but are not limited to:

## New Hampshire Department of Health and Human Services ECHO Peer Workforce Cross Training

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- 2.1.6.1. SUD treatment services;
- 2.1.6.2. CMHCs;
- 2.1.6.3. Transitional Living Programs;
- 2.1.6.4. Counseling services;
- 2.1.6.5. Health care centers; and
- 2.1.6.6. NH Drug Courts.

### 2.1.7. ECHO Planning and Implementation

- 2.1.7.1. The selected Vendor must assemble a planning committee, as approved by the Department, comprised of ECHO staff, SMEs, and a Department representative that determines topics for training and the session's schedule. The SMEs may include, but are not limited to experts on:
  - 2.1.7.1.1. Peer Support.
  - 2.1.7.1.2. Mental health (MH).
  - 2.1.7.1.3. Substance Use Disorder (SUD).
  - 2.1.7.1.4. Suicide prevention.
  - 2.1.7.1.5. Harm Reduction.
  - 2.1.7.1.6. Co-occurring disorders.
  - 2.1.7.1.7. Peer workforce challenges.
  - 2.1.7.1.8. Trauma-informed Work.
- 2.1.7.2. The selected Vendor must ensure that services are available statewide.
- 2.1.7.3. The selected Vendor must ensure all sessions are facilitated by staff who are trained in the Echo Model™ and have experience conducting ECHO sessions in fidelity with core ECHO principles.
- 2.1.7.4. The selected Vendor must develop and implement marketing and promotional materials that ensure the covered populations have the information necessary to enroll as participants in a series of ECHO sessions.
- 2.1.7.5. The selected Vendor must provide sessions in a virtual setting.
- 2.1.7.6. The selected Vendor must implement the sessions based on the Echo Model™ through coordination of logistics and communication with participants and SMEs.

## New Hampshire Department of Health and Human Services ECHO Peer Workforce Cross Training

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- 2.1.7.7. The selected Vendor must ensure the ECHO sessions provide a learning framework that will apply to SUD and MH disciplines across varying work places.
- 2.1.7.8. The selected Vendor must ensure at least one (1) session is scheduled per month starting six (6) months from the date the contract is approved by the Governor and Executive Council.
- 2.1.7.9. The selected Vendor must recruit and prepare participants to present cases for discussion. The selected Vendor must:
  - 2.1.7.9.1. Ensure all of the information in each case is de-identified and does not contain PHI and/or PII and does not disclose any information that would allow for constructive identification;
  - 2.1.7.9.2. Record the didactic presentation; and
  - 2.1.7.9.3. Disseminate recommendations that are identified in the discussion.
- 2.1.8. The selected Vendor must determine and/or develop tool(s), including questionnaires, for standardized data collection pre and post-programming. The Contractor shall:
  - 2.1.8.1. Determine how to track participant completion rates and knowledge gained from data collected.
  - 2.1.8.2. Determine process measures with input with the planning committee and the Department.
  - 2.1.8.3. Review the tools determined and/or developed with the Department for evaluation design and approval.
- 2.1.9. The selected Vendor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 2.1.10. **Reporting**
  - 2.1.10.1. The selected Vendor must submit quarterly Reports, which include, but are not limited to:
    - 2.1.10.1.1. Total number of attendees; and
    - 2.1.10.1.2. The fields in which the attendees work.
  - 2.1.10.2. The selected Vendor must provide PowerPoints or similar material from each training session.
  - 2.1.10.3. The selected Vendor must record and disseminate recommendations from case-based discussions that do not include



## New Hampshire Department of Health and Human Services ECHO Peer Workforce Cross Training

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any PHI or PII and do not contain any information allowing for constructive identification

- 2.1.10.4. The selected Vendor must provide key data in a format and at a frequency specified by the Department.
- 2.1.10.5. The selected Vendor may be required to provide other data and metrics to the Department in a format specified by the Department.
- 2.1.10.6. The selected Vendor must develop and disseminate pre- and post-training impact questions in order to collect feedback from the peer workforce to evaluate the overall effectiveness of and value gained from the training session(s).
- 2.1.10.7. The selected Vendor's performance will be measured based on:
  - 2.1.10.7.1. Feedback on pre- and post- impact questions disseminated to participants.
  - 2.1.10.7.2. Completion of full at least one full training session.
  - 2.1.10.7.3. Responsiveness to Department requests and concerns.
  - 2.1.10.7.4. A sense of increased knowledge in co-occurring for recovery support as determined by impact question feedback and self-reporting.
  - 2.1.10.7.5. A sense of improved practices of services for individuals with co-occurring disorders as determined by impact question feedback and self-reporting.
  - 2.1.10.7.6. Participants become part of a virtual learning network.

### 2.2. Mandatory Questions

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

**Q1** Describe your organization's qualifications and experience in facilitating ECHO Training. Please use specific examples of previous sessions held.

**Q2** Describe how you will recruit Subject Matter Experts (SMEs) to present and participate in the training sessions and panel.

**Q3** Provide your proposed and detailed implementation plan for the ECHO training series. Please include the number of sessions, number of series, and timeline for implementation.

## New Hampshire Department of Health and Human Services ECHO Peer Workforce Cross Training

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**Q4** How will you recruit participants from the Covered Population as described in 1.4.3 to participate in training sessions? Please detail your recruitment strategies.

**Q5** Explain your process of presenting cases for discussion in a manner that prevents constructive identification (de-identifying PHI) associated with the cases presented.

**Q6** Explain your capacity to provide your proposed session series including your proposed staffing plan.

**Q7** How will you evaluate the effectiveness and impact of the training? Please provide sample impact questions centered on participant satisfaction, knowledge gained, and engagement utilized by your organization. Please explain how pre- and post-training impact questions will be disseminated and how question results will be delivered to the Department.

***Remainder of this page intentionally left blank.***

**New Hampshire Department of Health and Human Services  
ECHO Peer Workforce Cross Training**

**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.

<b>TECHNICAL RESPONSE</b>	<b>POSSIBLE SCORE</b>
<b>Q1 – Experience</b>	50 Points
<b>Q2 – Recruitment Strategy for SMEs</b>	20 Points
<b>Q3 – Implementation Plan</b>	45 Points
<b>Q4 – Recruitment Strategy for Covered Population</b>	25 Points
<b>Q5 – Confidentiality</b>	15 Points
<b>Q6 – Capacity</b>	35 Points
<b>Q7 – Impact Evaluation</b>	10 Points
<b>Technical Response – Total Possible Score</b>	<b>200 Points</b>

<b>COST PROPOSAL</b>	<b>POSSIBLE SCORE</b>
<b>Budget Sheet (Appendix F)</b>	40 Points
<b>Program Staff List (Appendix G)</b>	10 Points
<b>Cost Proposal – Total Possible Score</b>	<b>50 Points</b>

<b>MAXIMUM POSSIBLE SCORE</b>	<b>250 Points</b>
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**3.2. Cost Proposal Evaluation Criteria**

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

<b>Budget Sheet</b>	
<b>Points</b>	<b>Criteria</b>
0-15	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.

**New Hampshire Department of Health and Human Services  
ECHO Peer Workforce Cross Training**

	The costs do not represent significant value relative to anticipated outcomes.
16-25	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.
26-40	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 G) will be scored based on the following criteria:

<b>Program Staff List</b>	
<b>Points</b>	<b>Criteria</b>
0-3	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.
4-7	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.
8-10	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.

New Hampshire Department of Health and Human Services  
ECHO Peer Workforce Cross Training

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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->

# New Hampshire Department of Health and Human Services

## ECHO Peer Workforce Cross Training

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

### 4.2.3. Exceptions

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

### 4.3. Solicitation Amendment

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

## 5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

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

5.1.1. The subject line must include the following information:

RFP-2023-DBH-07-ECHOP (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.

# New Hampshire Department of Health and Human Services

## ECHO Peer Workforce Cross Training

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### 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, Contract Monitoring Provisions**, including:

6.3.1.1. **Audited Financial Statements** (four (4) most recently completed fiscal years or other acceptable financial documentation as specified in Appendix B, Contract Monitoring Provisions).

6.3.2. **Appendix C - Culturally and Linguistically Appropriate Services (CLAS) Requirements**

6.3.3. **Appendix D – Transmittal Letter and Vendor Information**, including:

6.3.3.1. **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>

6.3.4. **Appendix E – Vendor Technical Response to Mandatory Questions**

6.3.5. **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 F, Budget Sheet** – Vendors must complete an Appendix F, Budget Sheet, including the Budget Narrative column, for each State Fiscal Year (July 1 through June 30). This is not a low cost award.

6.4.2. **Appendix G, Staff List** - Vendors must complete an Appendix G, 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

# New Hampshire Department of Health and Human Services

## ECHO Peer Workforce Cross Training

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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



## New Hampshire Department of Health and Human Services ECHO Peer Workforce Cross Training

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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

## New Hampshire Department of Health and Human Services ECHO Peer Workforce Cross Training

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- 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.

# New Hampshire Department of Health and Human Services

## ECHO Peer Workforce Cross Training

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

## New Hampshire Department of Health and Human Services ECHO Peer Workforce Cross Training

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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 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 may be required to participate in monitoring activities for the resulting contract, at the sole discretion of the Department, including, but not limited to:

8.2.1. Site visits.

8.2.2. File reviews.

8.2.3. Staff training.

### **8.3. Records**

8.3.1. The selected Vendor 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 in the performance of the resulting contract(s), and all income received or collected by the selected Vendor(s).

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

8.3.2. During the term of the resulting contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the resulting contract and upon payment of the price limitation hereunder, the selected Vendor and all the obligations of the parties hereunder (except such obligations as, by the terms

## New Hampshire Department of Health and Human Services ECHO Peer Workforce Cross Training

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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 shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected 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 selected Vendor.

### **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 must not reproduce any materials produced under the contract without prior written approval from the Department.

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

- 8.5.1. Vendors are required to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 8.5.2. Vendors are required to complete Appendix 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. If awarded a contract, the selected Vendor will be:

## New Hampshire Department of Health and Human Services ECHO Peer Workforce Cross Training

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- 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 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 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 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 must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
  - 8.8.1.1. 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.

## New Hampshire Department of Health and Human Services ECHO Peer Workforce Cross Training

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- 8.8.2. If Condition A exists, the selected 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.
- 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, it is understood and agreed by the selected Vendor that the selected Vendor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract to which exception has been taken, or which have been disallowed because of such an exception.

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

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