



State of New Hampshire  
Department of Health and Human Services

# **REQUEST FOR PROPOSALS**

FOR

Home Visiting Services

RFP-2023-DPHS-01-HOMEV

RELEASE DATE: June 29, 2022

## **TABLE OF CONTENTS**

<b>1. PURPOSE AND OVERVIEW</b>	<b>3</b>
<b>2. STATEMENT OF WORK</b>	<b>11</b>
<b>3. SOLICITATION RESPONSE EVALUATION</b>	<b>17</b>
<b>4. SOLICITATION RESPONSE PROCESS</b>	<b>20</b>
<b>5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS</b>	<b>22</b>
<b>6. SOLICITATION RESPONSE REQUIREMENTS</b>	<b>22</b>
<b>7. ADDITIONAL TERMS AND REQUIREMENTS</b>	<b>23</b>
<b>8. COMPLIANCE</b>	<b>28</b>
<b>9. APPENDICES TO THIS SOLICITATION</b>	<b>34</b>

## 1. PURPOSE AND OVERVIEW

### 1.1. Introduction

The New Hampshire Department of Health and Human Services is seeking responses to this Request for Proposals (“RFP” or “Solicitation”) from qualified Vendor(s) to provide home visiting services to pregnant individuals, and families with children up to age five (5), by utilizing the evidence based home visiting model from Healthy Families America (HFA) and Child Welfare Protocols. The Department anticipates awarding one (1) or more contract(s) for the services in this Solicitation.

### 1.2. Key Information

The information below 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>	October 1, 2022	
<b>Contract End Date</b>	September 30, 2024	
<b>Renewal Options</b>	The Department may extend contracted services for up to four (4) additional years.	
<b>Funding Source</b>	The Department anticipates using Federal and General funds for resulting contract(s).	
	CFDA # 93.870	FAIN # X10MC39701, and FAIN # X1145263, Health Resource and Services Administration (HRSA);
	CFDA # 93.658	FAIN # (FFPSA) 2101NHFOST, Administration of Children Youth & Families (ACF);
	CFDA # 93.391	FAIN # NH75OT000031, Centers for Disease Control (CDC); and
	CFDA # 93.778	FAIN # 2205NH5MAP, Medical Assistance Program, Centers for Medicare and Medicaid Services (CMS).
<b>Point of Contact</b>	Sara Kelly, Contract Specialist Sara.Kelly@dhhs.nh.gov 603-271-9546	
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. Vendor(s) 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 at its sole discretion.		
Item	Action	Date
1.	Solicitation Released	June 29, 2022
2.	Letter of Intent Submission Deadline (optional)	July 12, 2022
3.	Vendors Conference Date (optional)	July 12, 2022
4.	Questions Submission Deadline	July 15, 2022 <b>12:00 PM</b>
5.	Department Response to Questions Published	July 25, 2022
6.	Vendor Solicitation Response Due Date	August 2, 2022 <b>12:00 PM</b>

### 1.4. Background

#### 1.4.1. New Hampshire Department of Health and Human Services

The New Hampshire Department of Health and Human Services' (DHHS) mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

The Department is responsible for promoting the health, safety and well-being of the residents of New Hampshire. To achieve that goal, the Department provides services for individuals, children, families, and seniors in mental health, developmental disabilities, substance misuse, and public health. This is accomplished through partnerships with families, community groups, private providers, other state and local government entities, and New Hampshire citizens.

Through the Governor and legislature's support, the Department has a unique opportunity to strengthen New Hampshire's child-and-family-serving systems to better promote safe, stable, nurturing families and communities. The Department seeks to proactively work with stakeholders and partners to ensure New Hampshire families and communities can thrive.

One of the Department's goals is to assess needs more holistically, creating crucial linkages across systems that touch vulnerable populations to seamlessly connect them to supports and enhance available services at all levels of needs. Achieving this vision also requires the Department to change the way it does business – breaking down siloes across divisions and integrating service planning and delivery for populations served by multiple divisions.

### ***Division of Public Health Services Background***

The Department's Division of Public Health Services' (DPHS) mission is to ensure the health and well-being of communities and populations in New Hampshire, by protecting and promoting the physical, mental and environmental health of citizens, and by preventing disease, injury and disability.

Research has demonstrated that evidence-based home visiting services can be an effective early intervention strategy to improve the health and well-being of children, particularly if they are embedded in comprehensive community services.

Early in the summer of 2010, the Department submitted an application for funding that included plans for completing a statewide needs assessment and initial State plan for developing Maternal, Infant and Early Childhood Home Visiting (MIECHV) program, in order to meet the criteria identified in the federal legislation. Throughout the summer of 2010, the Department and its partners conducted a statewide needs assessment as a condition of receiving FY 2011 Title V Block Grant allotments.

Through a deliberative and transparent process that included public and private stakeholders, Maternal and Child Health (MCH) identified Healthy Families America (HFA) as the evidence-based home visiting model that would best meet the needs of the communities identified in the 2010 Needs Assessment. In 2020, an update to the Needs Assessment was approved, and it was determined that families would benefit from the HFA program statewide.

The HFA model requires role specific training for supervisors, program managers, family support specialists, and family resource specialists. New Hampshire has been approved to provide a model enhancement of nurse home visits.

### ***Division for Children Youth and Families Background***

The Department's, Division for Children, Youth, and Families (DCYF) manages protective programs and provides a wide range of family-centered services with the goal of meeting the needs of parents, their children and strengthening the family system. Services are designed to support families and children in their own homes and communities whenever possible, requiring DCYF to develop and maintain meaningful partnerships with the provider community, other divisions within the Department, and New Hampshire families. The Department aspires to ensure all children and families receive the right service at the right time and right place, no matter where and when they present for assistance.

Through DCYF's Child Protective Services (CPS) and Juvenile Justice Services (JJS), the goal is for children and families to be supported in crucial ways before they are in crisis and regardless of their legal involvement with DCYF. A Request for Information (RFI) issued by DCYF in Fall of 2019, indicated there was a gap in services for New Hampshire families with young children who could greatly benefit from evidence-based interventions. Until recently, DCYF has been unable to provide supports and services to prevent recurrence to many of the families that could benefit most. Traditionally, DCYF has investigated many families but provided ongoing

services to a small few. This is because – prior to the reintroduction of voluntary services by the legislature in SFY 2018 – DCYF was only allowed to provide ongoing case management and home-based services to families after an assessment if they received a legal finding of child abuse or neglect. But, due to the relatively stringent legal requirements necessary to obtain a court-finding in New Hampshire, many families who are at-risk of future maltreatment have their assessments closed without findings and do not receive ongoing services. As a result, families often need to experience another crisis, and need to re-enter the DCYF system to receive services that strengthen families, enable children to remain safely at home, and prevent future DCYF involvement. DCYF seeks to break this cycle of recurrence by significantly expanding and investing in the number of families who receive services on a voluntary basis, to prevent families from unnecessary or prolonged involvement with DCYF. As a result, DCYF is in the process of issuing several solicitations for new evidence-based, prevention services. This Solicitation focuses on procuring HFA evidence-based models, including Child Welfare Protocols to increase voluntary collaboration with families and in community-based settings by leveraging HFA for some of New Hampshire’s most vulnerable families. This is the fourth of these solicitations, and builds on the Community-Based Voluntary Services RFP published in State Fiscal Year (SFY) 2020.

HFA traditionally focuses on enrolling new or expectant families within priority populations, and enrollment begins prenatally up to three (3) months after birth. However, under HFA’s Child Welfare Protocols (CWP), the enrollment period can be extended for families with a child up to 24 months of age, if referred by the child welfare system on a voluntary basis.

This expansion and elevation of DCYF’s service array will result in a more robust and comprehensive system that promotes safety, permanency, and other general well-being outcomes for children and families.

### ***General Overview of the HFA Model***

HFA is a home visiting program designed to reduce the risk of maltreatment by strengthening parent-child relationships, promoting healthy childhood growth, and enhancing family functioning and protective factors. Families enroll voluntarily with HFA and meet regularly with a Family Support Specialist and receive services tailored to their needs.

HFA is both culturally-inclusive and trauma-informed; and teaches parents about healthy child development and appropriate activities for keeping their child healthy and thriving. Services provided assist in:

- Increasing caregivers’ ability to build attachments with their child;
- Creating foundations for nurturing relationships;
- Enhancing family functioning through reducing risk and increasing protective factors; and

- Developing connections to additional resources, which include, but are not limited to:
  - Housing.
  - Food.
  - Various forms of treatment.
  - School readiness.
  - Childcare.
  - Access to diapers.
  - Other supplies.

#### **1.4.2. Goals and Strategic Priorities**

##### ***DPHS Program Goals and Strategic Priorities***

DPHS is committed to being a responsive, expert leadership organization that promotes optimal health and well-being for people in New Hampshire. DPHS is responsible to serve the public - individuals, families, communities and organizations - by delivering high quality, evidence-based services and responds promptly to public health threats, inquiries, and emerging issues.

DPHS seeks to partner with local implementing agencies (LIAs) embedded in communities who can work collaboratively with the Department, community partners, and families towards achieving these goals, through strength-based, family centered practices, utilizing a health equity lens. A commitment to continuous quality improvement (CQI), using data driven decision making, with the voices of participants engaged in the planning and implementation of CQI efforts will be a key strategy implemented to work towards the broad goals of meeting MIECHV performance goals. DPHS understands that families are the experts in their own lives and most knowledgeable about barriers existing in their communities and the strengths they bring to navigate these challenges. DPHS seeks partners who also recognize the strengths and dignity of all who they will serve through the HFA evidence-based home visiting model.

The MIECHV program has 19 performance measures across six (6) domains. These performance measures are identified on Form 2, which is attached as Appendix H; those domain area as follows:

- Improve maternal and newborn health,
- Reduce child maltreatment,
- Improve school readiness and achievement,
- Reduce intimate partner violence,

- Improve family economic self-sufficiency, and
- Improve coordination and referrals for other community resources and supports.

### ***DCYF Program Goals and Strategic Priorities***

One of DCYF's primary goals is to prevent unnecessary and future involvement with DCYF, as well as continuing to support families who achieve reunification and/or case closure, and subsequently no longer require DCYF oversight. To reduce recurrence, DCYF has opted to expand its service array to include evidence-based programs to better support New Hampshire families.

DCYF believes that continuing to expand the availability of contracted voluntary services is vital in helping families sustain long-term safety and permanency within their homes and communities. The focus of this RFP is to expand on the signature model of HFA, which is well established in New Hampshire. The overall outcome goal of incorporating HFA CWP into DCYF's service array is to have the ability to provide an intensive evidence-based home visiting service to support families both during and beyond their DCYF involvement.

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

Currently HFA is available statewide; this RFP seeks to maintain statewide services for traditional HFA services and expand access statewide to families with children up to age five (5) if eligible through HFA CWP.

The selected Vendor(s) must provide home visiting services to pregnant individuals and newly parenting families with children up to age five (5). Families served using the traditional HFA model shall be enrolled in services prenatally or by 3-months of age, with services offered for a minimum of three (3) years after enrollment. Families being served utilizing the HFA Child Welfare Protocols would have an expanded enrollment window, allowing for enrollment of families with a child up to twenty-four (24) months old, referred by the child welfare system, who are participating in the service voluntarily. Eligible families must fall within one (1) or more of the federally defined priority populations below:

- 1.4.3.1. Are first-time parents.
- 1.4.3.2. Have income of less than one hundred eighty-five percent (<185%) of the U.S. Department of Health and Human Services (USDHHS) Poverty Guidelines.
- 1.4.3.3. Are less than twenty-one (21) years of age.
- 1.4.3.4. Have a history of child abuse or neglect, or have had interactions with child welfare services.
- 1.4.3.5. Have a history of substance misuse or need substance use disorder treatment.
- 1.4.3.6. Are users of tobacco products in the home.

- 1.4.3.7. Have or have had children with low student achievement.
- 1.4.3.8. Have children with developmental delays or disabilities.
- 1.4.3.9. Are in families that include individuals who are serving or have formerly served in the armed forces.

Through this RFP, DCYF is looking to serve **approximately 200 DCYF families**, with a long-term goal to build upon that availability. This will be in addition to the 248 family slots available statewide through the MIECHV award.

- (1) Overall composition: DCYF serves a wide assortment of families varying in composition. Of those families, DCYF is particularly interested in serving the Substance Exposed Infant (SEI) population, families at risk of future DCYF involvement, families who recently reunified with their child, youth thirteen (13) years and older whom are pregnant or with a child up to twenty-four (24) months, and those families who soon will no longer require oversight by DCYF.
- (2) Geographic location: The goal of this procurement is to provide the signature HFA model and its child welfare protocols statewide. As stated above, DCYF seeks to procure approximately 200 child welfare protocol slots across the state. Estimates of the geographic distribution of these slots suggest they would be distributed similarly to the state’s overall population, with most distributed across Central and Southern New Hampshire.

To minimize the financial and operational challenges of serving families in some parts of the state, DCYF has identified an approximate amount of slots, per DHHS District Office Catchment Locations, which is attached as Appendix I. Please reference the below table for an estimated distribution of slots, which is meant to guide Vendor(s) as to how the CWP slots may come to fruition statewide.

**Table 1 – Distribution of CWP slots, per DHHS District Offices (DO)**

<b>District Office</b>	<b>Approximate DCYF referred slots</b>	<b>District Office</b>	<b>Approximate DCYF referred slots</b>
Berlin/Littleton	12	Conway	7
Claremont	16	Keene	18
Laconia	16	Concord	27
Rochester	18	Seacoast	18

Manchester	29	Southern	39
------------	----	----------	----

\* The HFA slots shall be determined on the capacity of the selected Vendor(s); see Mandatory Questions & Narrative, attached as Appendix E.

The selected Vendor(s) must adhere to HFA recommendations that sites serving families under the CWP maintain smaller caseloads due to the higher risk of families served (HFA recommends 10-12 families maximum when at most intense level of service and 16-20 families maximum when at a variety of services levels). It is recommended to spread child welfare referred families across the site staff rather than concentrating all with one worker to reduce staff burnout.

### 1.5. Terminology

CPS – Child Protective Services.

CQI – Continuous Quality Improvement.

Cultural Humility – Maintaining a willingness to suspend what you know, or what you think you know, about a person based on generalizations about their culture. Rather what you learn about a participant’s culture stems from being open to what they themselves have determined is their personal expression of their heritage and culture.

CWP – Child Welfare Protocols.

DCYF – Division for Children Youth & Families.

DHHS – Department of Health and Human Services.

DPHS – Division of Public Health Services.

DO – District Office.

DTP – Data Transition Plan.

FFPSA – Family First Prevention Services Act.

FTE – Full time equivalent is a figure calculated from the number of full-time and part-time employees in an organization that represents these workers as a comparable number of full-time employees.

GGK – Growing Great Kids is a user friendly and truly comprehensive strength-based approach to growing nurturing parent-child relationships and supporting healthy childhood development.

HFA – Healthy Families America.

HFA BPS – Healthy Families America Best Practice Standards.

HFA CWP – Healthy Families America Child Welfare Protocols Model.

HFA Model – Healthy Families America, Home Visiting Model.

HRSA – Health Resource and Services Administration is the primary Federal agency for improving access to health care services for people who are uninsured, isolated, or medically vulnerable and the funding source of the MIECHV.

LEP – Limited English Proficiency.

LIA – Local Implementing Agencies.

MCH – Maternal and Child Health.

MIECHV – Maternal, Infant and Early Childhood Home Visiting – a program that supports pregnant individuals and families and helps at-risk parents of children from birth to kindergarten entry to tap the resources and hone the skills they need to raise children who are physically, socially and emotionally healthy and ready to learn.

MOU/MOA – Memorandum of Understanding/Memorandum of Agreement – a written agreement between two parties to provide certain services.

PAT – Parents As Teachers – a foundational curriculum used as an approach to working with families that is relationship-based and parenting-focused.

PIA – Privacy Impact Assessment.

PII – Personally Identifiable Information.

QA – Quality Assurance.

RFI – Request for Information.

RFP – Request for Proposals.

RN – Registered Nurse.

SEI – Substance Exposed Infant.

SFY – State Fiscal Year.

## **2. STATEMENT OF WORK**

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

2.1.1. The selected Vendor(s) must provide voluntary home visiting services to the above covered populations by utilizing the evidence-based home visiting model from HFA, to include servicing a portion of families utilizing HFA Child Welfare Protocols.

2.1.2. The selected Vendor(s) must provide services with the goal of reducing risk of maltreatment for children assessed by DCYF by:

2.1.2.1. Strengthening parent-child relationships.

2.1.2.2. Promoting healthy childhood growth.

2.1.2.3. Enhancing family functioning and protective factors both during and beyond their DCYF involvement.

- 2.1.3. Services to all families must address the diverse needs of children and families in order to improve health and development outcomes for priority populations through evidence-based home visiting programs with fidelity to the HFA model best practice standards. The selected Vendor(s) must:
  - 2.1.3.1. Become affiliated with the HFA model and subsequently achieve HFA accreditation, or develop a realistic plan and timeframe to become accredited through the HFA model, during the contract period.
  - 2.1.3.2. Select and implement an evidence-based curriculum to support prenatal individuals and newly parenting families. Family Support Specialists must be trained within six (6) months of hire on the following:
    - 2.1.3.2.1. Parents as Teachers (PAT), as an annually trained “Approved user;” and
    - 2.1.3.2.2. Growing Great Kids (GGK) with certification of training.
  - 2.1.3.3. Collaborate with other early childhood and social service agencies to support linkages to services beneficial to families.
  - 2.1.3.4. Ensure the twelve (12) critical elements that make up the essential components of the HFA model are addressed in agency policies.
  - 2.1.3.5. Enter personally identifiable health data for all participants served under this contract into the designated Home Visiting Data System.
- 2.1.4. The selected Vendor(s) must identify positive ways to establish relationships with each family and keep families engaged and connected over time. Participants may be reluctant to engage in services and may have difficulty building trusting relationships. Use of creative outreach strategies, such as Motivational Interviewing is required to re-engage families who have disengaged.
- 2.1.5. The selected Vendor(s) must adhere to HFA’s site requirements by ensuring weekly individual supervision is received by all direct service staff.
- 2.1.6. The selected Vendor(s) must provide monthly reflective consultation groups for direct service staff and supervisors with a skilled Infant Mental Health consultant.
- 2.1.7. The selected Vendor(s) must include home visits by licensed nurses (registered nurse (RN) or greater education level) during the prenatal and post-partum periods.
- 2.1.8. The selected Vendor(s) must offer services that are comprehensive and focus on supporting the parent/caregiver as well as supporting the parent-child interaction and child development. Additionally, all families should be linked to a medical provider and other services, as appropriate.

- 2.1.9. The selected Vendor(s) must obtain all necessary authorizations for release of information. All forms developed for authorization for release of information will be reviewed during site visits for selected case reviews.
- 2.1.10. The selected Vendor(s) must coordinate, where possible, with other local service providers including, but not limited to:
  - 2.1.10.1. Health care providers.
  - 2.1.10.2. Social workers.
  - 2.1.10.3. Social services.
  - 2.1.10.4. Early interventionists.
- 2.1.11. The selected Vendor(s) must have a broadly based advisory/governing group that serves in advisory and/or governing capacity in the planning, implementation, and assessment of site related activities.
- 2.1.12. The selected Vendor(s) must evaluate the progress of program participant as well as the performance of programs and services provided.
- 2.1.13. The selected Vendor(s) must ensure that New Hampshire providers:
  - 2.1.13.1. Collaborate with relevant DCYF staff and related stakeholders when a valid release of information has been signed or a subpoena has been issued by the court.
  - 2.1.13.2. Make reports to DCYF Central Intake if they suspect child abuse or neglect, consistent with their responsibility, as mandated reporters under New Hampshire law.
- 2.1.14. The selected Vendor(s) must follow all HFA Essential and Safety standards for staffing, hiring, training, and supervision, as outlined in HFA BPS. DPHS and DCYF are committed to working with selected Vendor(s) to ensure HFA programs have the funding they need to sustain their work, including the funds required to hire, train, and retain an exceptional team of staff. Both Divisions recognize that the varying regions of the state will require diverse funding rates due to the differences presented in rural and urban areas.
- 2.1.15. The selected Vendor(s) must develop a plan to become affiliated with the HFA model in order to gain access to the proprietary HFA BPS. These standards outline model requirements for hiring, staffing levels, training, and supervision among other components of the model.
- 2.1.16. Reporting
  - 2.1.16.1. DPHS and DCYF will establish data reporting and deliverable requirements as part of the contract that results from this Solicitation, including ensuring compliance with federal requirements, HFA model requirements, and the successful delivery of the Scope of Work described in this RFP. Moreover, DPHS and DCYF reserves the right

to establish new data reporting and deliverable requirements throughout the duration of the contract.

2.1.16.2. The Department will provide the selected Vendor(s) with a Monthly Capacity Analysis Report, which is attached as Appendix J. The selected Vendor(s) shall quarterly and annually submit:

2.1.16.2.1. Form 1, which is attached as Appendix K.

2.1.16.2.2. Form 2, which is attached as Appendix H.

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

#### 2.1.17. Performance Measures

2.1.17.1. DCYF and DPHS are committed to performance measures and continuous improvement as a central part of our partnership with the HFA providers. As part of that effort, the DCYF Bureau of Community, Family, and Program Support and DPHS CQI Specialist seek to actively and regularly collaborate with vendors as part of enhanced contract management to improve program results.

Therefore, DCYF and DPHS are seeking proposers who are focused on improving performance over time and expect all awarded agencies to engage and “come to the table” to use data to monitor and understand performance, troubleshoot challenges, expand knowledge and use of best practices, and adjust service delivery over time. These expectations include but are not limited to participating in regular provider meetings focused on performance. DCYF and DPHS anticipate focusing on a range of performance topics in these discussions, including but not limited to:

*Persistent follow-up on referrals:* HFA is fundamentally a voluntary service; however, DCYF does wish to maximize the percentage of families referred who eventually enroll in the service. As a result, performance meetings with providers might focus on service delivery practices like persistent follow-up with referred families that have not yet received a home visit and sharing best practices to do so. When necessary, DCYF and DPHS will work with providers to ensure practices align with HFA Standards.

*Service completion:* While not every family will successfully complete HFA, DCYF believes focusing collective attention on improving the percentage of families who successfully complete HFA will be beneficial to the long-term outcomes of this contract. While the HFA

Quality Assurance (QA) process will focus on many of the actions that impact service delivery and, ultimately, completion, DCYF, along with DPHS, may also choose to hold performance meetings with providers to improve the completion rate, and analyze “dosage” to determine the length of services required for a family to demonstrate long-term success. For example, DCYF identifies a consistent pattern around families discharging unsuccessfully from the program due to disengagement. In that situation, performance meetings might focus on what DCYF could do to better support HFA staff trying to engage families.

*Long-term program outcomes:* By regularly monitoring the outcome goals, which may include the percentage of families who are subsequently involved with the Division, DCYF, DPHS, and the selected Vendor(s) will be able to assess the degree to which the HFA program is meeting the outcomes that DCYF is focusing on which are preventing future DCYF involvement and/or out-of-home placement for children and their families. These long-term outcomes – reported by DCYF rather than by the provider – may also factor into future funding decisions for the program.

*Equitable service delivery:* The persistent inequities that define the Nation's and New Hampshire's child serving systems highlight the importance of elevating equitable service delivery as a major topic of performance improvement. By regularly evaluating major aspects of referral-making, service delivery, and outcomes through the lens of cultural humility, DCYF/DPHS believes that the HFA provider network will be better positioned to proactively address emerging disparities in service delivery.

The kind of performance-oriented contract management is particularly important since this is a new expansion of HFA in New Hampshire. Therefore, DPHS and DCYF seek Vendor(s) who are willing to collaborate with both Divisions as they continue to shape this service, troubleshoot unintended consequences, and adapt the program to its defined outcome goals.

- 2.1.17.2. The Department will monitor selected Vendor(s) by indicated reporting requirements on Form 1, which is attached as Appendix K and Form 2, which is attached as Appendix H, and working with Vendor(s) to select areas to improve upon utilizing CQI strategies through a data driven process.

- 2.1.17.3. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy, based on successful outcomes.
- 2.1.17.4. The Department may collect other key data and metrics from selected Vendor(s), including client-level demographic, performance, and service data.
- 2.1.17.5. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, selected Vendor(s) must collect and share data with the Department in a format specified by the Department.
- 2.1.17.6. DCYF will focus on specific data points collected through its internal data systems and existing HFA data collection reports on DCYF Performance Metrics, which are attached as Appendix L.

## **2.2. Mandatory Questions**

- 2.2.1. In response to this RFP, Vendor(s) must respond to Mandatory Questions & Narrative attached as Appendix E.

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

**3. SOLICITATION RESPONSE EVALUATION**

3.1. The Department will evaluate proposals from Vendor(s) 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>Experience</b>	30 Points
<b>Organizational Capacity</b>	35 Points
<b>Performance Improvement</b>	25 Points
<b>Technical Response – Total Possible Score</b>	<b>90 Points</b>

<b>COST PROPOSAL</b>	<b>POSSIBLE SCORE</b>
<b>Budget Sheet (Appendix F &amp; F-1)</b>	5 Points
<b>Program Staff List (Appendix G)</b>	5 Points
<b>Cost Proposal – Total Possible Score</b>	<b>10 Points</b>

<b>MAXIMUM POSSIBLE SCORE</b>	<b>100 Points</b>
-------------------------------	-------------------

**3.2. Technical Response Evaluation Criteria**

3.2.1. Each criteria will be scored based on the following scoring matrix:

<b>Experience</b>	<b>Organizational Capacity</b>	<b>Performance Improvement</b>	<b>Criteria</b>
0-10	0-11	0-8	Does not demonstrate what is requested; lacks detail in description; information does not pertain to the question.
12-20	12-23	9-17	Somewhat demonstrates what is requested; contains minimal details in description; information provided reflects and addresses the question.
21-30	24-35	18-25	Mostly demonstrates what is requested; sufficient details are

			provided; information provided clearly pertains to the question asked.
--	--	--	--

### 3.3. Cost Proposal Evaluation Criteria

- 3.3.1. DPHS Home Visiting Services shall be paid on a cost reimbursement based on budgets provided by the selected Vendor(s), as described below, in Subsection 3.3.3.
- 3.3.2. DCYF CWP Services shall be paid via a daily rate as determined by the Department’s Rate Setting Unit and the DCYF Finance Director. To assist in determining the rate, the selected Vendor(s) must complete the Appendix F, Budget Sheet.
- 3.3.2.1. Families who are Medicaid eligible will have two (2) service authorizations. One (1) authorization will be through Medicaid, and the remainder of the rate will be paid through a DCYF authorization.
- 3.3.2.2. Families who are not Medicaid eligible will have one (1) service authorization via DCYF.
- 3.3.2.3. DCYF authorizations will be at least partially funded through the federal Family First Prevention Services Act (FFPSA). This will require the Department and the selected Vendor(s) to maintain compliance with FFPSA. In order to be in compliance, the service must be an evidence-based program identified as well-supported through the Title IV-E Clearinghouse, a prevention type must be documented on the DCYF service authorization (which will be completed by the Department), and a prevention plan will need to be completed every 12 months for every family. DCYF staff will complete the initial prevention plan for families, and the selected vendor(s) will need to update the plans at the 12-month mark and annually.
- 3.3.3. **The selected Vendor(s) must complete Budget Sheets** (Appendix F) for both the Home Visiting and CWP scope of services, which will be scored based on the following criteria:

Budget Sheet	
Points	Criteria
0-1	Costs are not allowable.
	Reader cannot understand the relationship of cost relative to the proposed services.
	Cost items do not directly align with objectives of the RFP.

	Costs are not reasonable.
	The costs do not represent significant value relative to anticipated outcomes.
2-3	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
4-5	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.

3.3.4. 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>
0-1	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.
2-3	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
4-5	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 selected Vendor(s); 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 selected Vendor's designated contact. **Notwithstanding the Letter of Intent, Vendor(s) remain responsible for reviewing the most updated information related to this Solicitation before submitting a solicitation response.**

### 4.2. Vendors Conference

- 4.2.1. A Vendors Conference will be held virtually on the date specified in Subsection 1.3, Procurement Timetable. The Vendors Conference will serve as an opportunity for Vendors to ask specific questions of State staff concerning the technical requirements of the Solicitation.
- 4.2.2. Attendance at the Vendors Conference is not mandatory but is highly recommended. Good faith potential Vendors and their representatives interested in attending the Vendors Conference must preregister at:

<https://nh-dhhs.zoom.us/meeting/register/tZcsc-ChqTlpEtRIN96lh-vPRTMZP6FY4ExU>

### 4.3. Questions and Answers

#### 4.3.1. Vendors' Questions

- 4.3.1.1. 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.

- 4.3.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 4.3.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 4.3.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

#### **4.3.2. Department Responses**

- 4.3.2.1. The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 1.3, Procurement Timetable. This date may be subject to change at the Department's discretion. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at (<http://www.dhhs.nh.gov/business/rfp/index.htm>).

#### **4.3.3. Exceptions**

- 4.3.3.1. 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. Vendor(s) may not request exceptions to the Scope of Services or any other sections of this Solicitation.
- 4.3.3.2. When submitting any exceptions, Vendor(s) are highly encouraged to use the Vendor Questions template published with this Solicitation online in the document library.
- 4.3.3.3. 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.
- 4.3.3.4. 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.

#### **4.4. Solicitation Amendment**

- 4.4.1. 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-DPHS-01-HOMEV** (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. Vendor(s) 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. Vendor(s) 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 – Mandatory Questions & Narrative**

6.3.5. **Resumes** – Vendor(s) 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. Vendor(s) must redact all personal information from resumes.

**6.4. Cost Proposal Contents**

6.4.1. **Appendix F, Budget Sheet** – Vendor(s) must complete an Appendix F, Budget Sheet for each State Fiscal Year (July 1 through June 30) for both the Home Visiting and CWP scope of services as indicated in Subsection 3.3.3. This is not a low cost award.

6.4.1.1. **Appendix F-1, Home Visit Budget Assistance Tool** – Inclusion of the Home Visit Budget Assistance Tool is for reference and should not be included in the Vendor(s) proposal for this RFP. Only Selected Vendor(s) are expected to complete Appendix F-1, for the first six (6) months of the resulting contract.

6.4.2. **Appendix G, Staff List** – Vendor(s) must complete an Appendix G, Staff List for each State Fiscal Year (July 1 through June 30) for both the Home Visiting and CWP scope of services.

6.4.3. **Appendix H, Budget Narrative** – Vendor(s) must provide a Budget Narrative that explains the specific line item costs included in the Appendix F, Budget Sheet and their direct relationship to meeting the objectives of this Solicitation. The Budget Narrative must explain how each position included in Appendix G, Program Staff List pertains to the solicitation response and what activities they will perform for both the Home Visiting and CWP scope of services.

**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 Vendor(s) 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**

Vendor(s) 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. Public Disclosure**

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. At the time of receipt of Proposals, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this Solicitation, the Department will post the name, rank or score of each Vendor. 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.

7.7.2. 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 law, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible

to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>).

- 7.7.3. 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 RFP 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." Selected Vendor(s) must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the Department. Selected Vendor(s) 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."
- 7.7.4. 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 State as not conforming to the requirements of the proposal.
- 7.7.5. Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in Proposals or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.
- 7.7.6. Notwithstanding a vendor's designations, the State is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State to view or receive copies of any portion of the proposal marked confidential, the State shall first assess what information it is obligated to release. The State will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a vendor must initiate and provide to the State, 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.
- 7.7.7. By submitting a proposal, selected Vendor(s) acknowledge and agree that:
- 7.7.8. The State may disclose any and all portions of the proposal 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 RFP;

7.7.9. The State 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 in your proposal; and

7.7.10. The State 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.

### **7.8. 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.

### **7.9. 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.

### **7.10. 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.

### **7.11. Oral Presentations and Discussions**

The Department reserves the right to require some or all selected Vendor(s) 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. Vendor(s) 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.

### **7.12. 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.

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

- 7.13.1. 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.
- 7.13.2. 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.

### **7.14. 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.

### **7.15. 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.

### **7.16. Contingency**

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

### **7.17. 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.

### **7.18. Liquidated Damages**

- 7.18.1. The Department may negotiate with the awarded Vendor to include liquidated damages in the Contract in the event any deliverables are not met.
- 7.18.2. The Department and the Vendor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Vendor acknowledges and agrees that any failure to achieve required performance levels by the selected Vendor(s) will more than likely substantially delay and disrupt the Department's operations. Therefore, the parties agree that liquidated damages may be determined as part of the contract specifications.

## **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. Records**

- 8.2.1. The selected Vendor(s) must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
  - 8.2.1.1. 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).
  - 8.2.1.2. 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.

- 8.2.1.3. 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.
- 8.2.1.4. Medical records on each patient/recipient of services.
- 8.2.2. 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).

### **8.3. Credits and Copyright Ownership**

- 8.3.1. 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."
- 8.3.2. 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.
- 8.3.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 8.3.3.1. Brochures.
  - 8.3.3.2. Resource directories.
  - 8.3.3.3. Protocols.
  - 8.3.3.4. Guidelines.

8.3.3.5. Posters.

8.3.3.6. Reports.

8.3.4. The selected Vendor(s) must not reproduce any materials produced under the contract without prior written approval from the Department.

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

8.4.1. Vendor(s) are required to consider the need for language services for individuals with Limited English Proficiency (LEP) 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.

8.4.2. Vendor(s) 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 selected Vendor(s) to put forth the best possible solicitation response.

8.4.3. The selected Vendor(s) will be:

8.4.3.1. 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

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

#### **8.5. Background Checks**

8.5.1. Prior to making an offer of employment or for volunteer work, the selected Vendor will, after obtaining signed and notarized authorization from the person or persons for whom information is being sought:

8.5.1.1. Obtain and verify at least two (2) references for the person;

8.5.1.2. Submit the person's name for review against the Bureau of Elderly and Adult Services (BEAS) state registry maintained pursuant to RSA 161-F:49;

8.5.1.3. Submit the person's name for review against the Division for Children, Youth and Families (DCYF) central registry pursuant to RSA 169-C:35;

8.5.1.4. Complete a criminal records check to ensure that the person has no history of:

8.5.1.4.1. Felony conviction; or

8.5.1.4.2. Any misdemeanor conviction involving:

- 8.5.1.4.2.1. Physical or sexual assault;
- 8.5.1.4.2.2. Violence;
- 8.5.1.4.2.3. Exploitation;
- 8.5.1.4.2.4. Child pornography;
- 8.5.1.4.2.5. Threatening or reckless conduct;
- 8.5.1.4.2.6. Theft;
- 8.5.1.4.2.7. Driving under the influence of drugs or alcohol; or

8.5.1.4.3. Any other conduct that represents evidence of behavior that could endanger the well-being of any individual served under the resulting contract(s); and

8.5.2. Unless the selected Vendor requests and obtains a waiver from the Department, it will not hire any individual or approve any individual to act as a volunteer if:

- 8.5.2.1. The individual's name is on the BEAS state registry;
- 8.5.2.2. The individual's name is on the DCYF central registry;
- 8.5.2.3. The individual has a record of a felony conviction; or
- 8.5.2.4. The individual has a record of any misdemeanors as specified above.

## **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.

8.6.2. The selected Vendor(s) must ensure any staff and/or volunteers involved in delivering services through the resulting Contract(s), sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Exhibit K, The selected Vendor(s) must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor(s) must provide attestations upon Department request.

8.6.3. Upon request, the selected Vendor(s) must allow the Department to conduct a Privacy Impact Assessment (PIA) of its system if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the selected Vendor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 8.6.3.1. How PII is gathered and stored;

- 8.6.3.2. Who will have access to PII;
- 8.6.3.3. How PII will be used in the system;
- 8.6.3.4. How individual consent will be achieved and revoked; and
- 8.6.3.5. Privacy practices.

8.6.4. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

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

- 8.7.1. If applicable, upon termination or expiration of the resulting Contract(s), the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the selected Vendor(s) to the Department and, if applicable, the Vendor engaged by the Department to assume the Services previously performed by the selected Vendor(s) for this section the new vendor shall be known as “Recipient”). Contract end of life services shall be provided at no additional cost. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the selected Vendor(s) must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the selected Vendor(s).
- 8.7.2. The selected Vendor(s) must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the selected Vendor(s) and their Affiliates to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure (“Internal IT Systems”) of selected Vendor(s) to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 8.7.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of State Data is complete.
- 8.7.4. The internal planning of the Transition Services by the selected Vendor(s) and its Affiliates shall be provided to the Department and if applicable the Recipient on a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 8.7.5. Should the data Transition extend beyond the end of the resulting Contract(s), the selected Vendor(s) and its affiliates agree Contract Information Security

Requirements, and if applicable, the Department's Business Associates Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

- 8.7.6. In the event where the selected Vendor(s) has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and selected Vendor(s) will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.

## 8.8. Website and Social Media

- 8.8.1. Vendor(s) must agree that if performance of services on behalf of the Department involve using social media or a website 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.
- 8.8.2. 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 Vendor agrees that site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.

## 8.9. Audit Requirements

- 8.9.1. The selected Vendor(s) must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if **any** of the following conditions exist:
- 8.9.1.1. 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.
- 8.9.1.2. 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.
- 8.9.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.9.2. 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.

- 8.9.3. 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.
- 8.9.4. 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.
- 8.9.5. 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 – 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 – Mandatory Questions & Narrative**
- 9.6. Appendix F – Budget Sheet**
- 9.7. Appendix F-1 – Home Visit Budget Assistance Tool**
- 9.8. Appendix G – Program Staff List**
- 9.9. Appendix H – Form 2**
- 9.10. Appendix I – DHHS DO Catchment Locations**
- 9.11. Appendix J – Capacity Analysis Report**
- 9.12. Appendix K – Form 1**
- 9.13. Appendix L – DCYF Key Performance Metrics**