



State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS

FOR

Youth Peer-to-Peer Grief Support

RFP-2024-DBH-05-YOUTH

RELEASE DATE: October 13th, 2023

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New Hampshire Department of Health and Human Services

Youth Peer-to-Peer Grief Support

1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division for Behavioral Health (“Department”) is seeking responses to this Request for Proposals (solicitation) from qualified Vendors to establish state-wide access to peer-to-peer grief support programming to address grief and loss for children, youth, and their families.

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

1.2. Key Information

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

Contract Effective Date	February 2024
Contract End Date	June 30, 2025
Renewal Options	The Department may extend contracted services for up to four (4) additional years.
Funding Source	The Department anticipates using General funds for the resulting contract.
Point of Contact	Amy Marchildon, Contract Specialist Amy.E.Marchildon@dhhs.nh.gov 603-271-6533
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.	

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	10/13/2023
2.	Letter of Intent Submission Deadline (optional)	11/1/2023
3.	Questions Submission Deadline	11/10/2023 12:00PM - Noon

4.	Department Response to Questions Published	12/1/2023
5.	Vendor Solicitation Response Due Date	12/13/2023 12:00PM - Noon

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Division for Behavioral Health, Bureau for Children’s Behavioral Health

The Department of Health and Human Services’ Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

The Bureau for Children’s Behavioral Health (BCBH) seeks to expand the System of Care for all children, youth, and their families needing and receiving publicly funded behavioral health services. This includes mental health and substance misuse across the lifespan and all levels of care. All Children’s Behavioral Health programs and services are established using the System of Care Values pursuant to RSA 135-F, which are:

- Family and youth driven
- Community-based
- Trauma-informed
- Culturally and linguistically compete

For reference, please see <http://intranet/bcbh/images/system-of-care-infographic-lq.jpg>

1.4.2. Objective

The objective of the peer-to-peer grief youth support program is to provide comprehensive training and support services to children, youth, and their families in order to address the stigma surrounding death and dying, mitigate the effects of Adverse Childhood Experiences (ACEs), and offer grief support that enhances well-being, fosters personal growth, and promotes a positive outlook on life. This program will operate within the framework of the Children’s Behavioral Health (CBH) System of Care Values and engage in collaborative efforts to maximize its reach and impact by increasing access to and awareness of grief peer support for children, youth, and their families, statewide.

1.4.3. Covered Populations

1.4.3.1. The selected Vendor must provide statewide services to:

- 1.4.3.1.1. Children, youth, (ages 0-18) and family members who have experienced a loss and the associated grief; and
- 1.4.3.1.2. Children’s Behavioral Health System of Care providers who serve children, youth, and family members for

behavioral health (mental Health and substance use) needs.

2. STATEMENT OF WORK

2.1. Scope of Services

2.1.1. The selected Vendor must provide:

2.1.1.1. Education and peer support to children, youth, and families to mitigate the stigma around death and dying and address Adverse Childhood Experiences by providing grief support that increases well-being, promotes personal growth, and develops a positive outlook on life across all Tiers 1-5. The selected Vendor must ensure services include, but are not limited to:

2.1.1.1.1. Individual and family peer support; and

2.1.1.1.2. Peer Support Groups for caregivers and children; and

2.1.1.2. Training and consultation to Children's Behavioral Health System of Care providers statewide (providers that primarily support children, youth, and families by providing services as defined in RSA 135-F) <https://www.gencourt.state.nh.us/rsa/html/X/135-F/135-F-mrg.htm>.

2.1.2. The selected Vendor must publicize the availability of resources developed through the resulting contract via outreach and engagement including, but not limited to:

2.1.2.1. Workshops.

2.1.2.2. Digital Resources including, but not limited to:

2.1.2.2.1. Online education.

2.1.2.2.2. Downloadable resources.

2.1.2.2.3. Other identified materials.

2.1.2.3. Other educational forums as identified by the Department.

2.1.3. The selected Vendor must ensure children, youth, and families are aware of peer-to-peer grief support and its availability by collaborating with:

2.1.3.1. National Alliance on Mental Illness (NAMI) NH;

2.1.3.2. Children's Behavioral Health Resource Center;

2.1.3.3. NH Community Behavioral Health Association;

2.1.3.4. New Hampshire Rapid Response Access Point;

2.1.3.5. Care Management Entities;

2.1.3.6. Managed Care Organizations (MCOs); and

2.1.3.7. Other CBH System of Care providers as identified by the Department.

- 2.1.4. In order to facilitate appropriate referrals and coordination of care for children, youth, and families receiving peer to peer youth grief support services who may need or want additional services that would provide additional support or to facilitate appropriate referrals and coordination of care for individuals and families seeking peer to peer youth grief support services, the selected Vendor must:
 - 2.1.4.1. Engage with and use the Department's identified Closed Loop Referral provider;
 - 2.1.4.2. Engage with and use the Department's identified Event Notification provider; and
 - 2.1.4.3. Engage with and use the Department's identified treatment locator tool and website through the Children's Behavioral Health Resource Center.
- 2.1.5. Engage with and use other Department identified providers as needed related to the referral, care coordination, and service linkage. The selected Vendor must develop a satisfaction survey, as approved by the Department, which must be administered to:
 - 2.1.5.1. Training participants;
 - 2.1.5.2. Peer Support Group participants;
 - 2.1.5.3. Individual and Family Peer Support participants;
 - 2.1.5.4. Peer to Peer Grief services recipients;
 - 2.1.5.5. Consultation recipients;
 - 2.1.5.6. Workshop participants;
 - 2.1.5.7. Summer camp participants; and
 - 2.1.5.8. Other delivery model recipients or participants as defined through collaboration with and approved by the Department.
- 2.1.6. The selected Vendor must collaborate with the Department to embed grief support programming within the Department's existing Children's Behavioral Health (CBH) System of Care framework by:
 - 2.1.6.1. Working with grieving children, youth, and families to connect them with additional resources at Tiers 1-5 as appropriate for ongoing support as needed by:
 - 2.1.6.1.1. Facilitating referrals to CBH System of Care providers;
 - 2.1.6.1.2. Assisting with real-time linkages to services to meet identified needs; and
 - 2.1.6.1.3. Providing additional information and resources;

- 2.1.6.2. Receiving referrals from CBH System of Care providers for grief peer-to-peer related services and peer supports; and
- 2.1.6.3. Participating in ongoing CBH System of Care collaborative meetings as identified by the Department.
- 2.1.7. The selected Vendor must offer statewide in-person or virtual peer- to- peer grief support both individually and in group settings specific to children, youth, and families having experienced an ACES such as grieving a loss.
- 2.1.8. The selected Vendor must collaborate with the Department in developing and maintaining a consultation program for CBH System of Care providers for grief related treatment for children, youth, and families.
- 2.1.9. The selected Vendor must work with the Department to target, prioritize, and select CBH System of Care providers to ensure that trainings include organizations that are most likely to impact areas of need.
- 2.1.10. The selected Vendor must ensure grief support programming includes training and consultation for providers in a variety of formats that may include, but are not limited to:
 - 2.1.10.1. Phone/text support.
 - 2.1.10.2. In-person interactions.
 - 2.1.10.3. Virtual meetings.
 - 2.1.10.4. Teleconferences and webinars.
 - 2.1.10.5. Toolkits which may include, but are not limited to:
 - 2.1.10.6. Handouts.
 - 2.1.10.7. Guides.
 - 2.1.10.8. Templates.
 - 2.1.10.9. Informational resources.
 - 2.1.10.10. Other items as defined in collaboration with and approval by the Department.
 - 2.1.10.11. Briefs.
 - 2.1.10.12. Logic models.
 - 2.1.10.13. Workshops.
 - 2.1.10.14. Presentations.
 - 2.1.10.15. Communities of Practice (COP) and other types of shared learning opportunities.
 - 2.1.10.16. Other training and consultation formats as identified by the Department.

- 2.1.11. The selected Vendor must ensure all trainings must be listed with and provided in collaboration with the Department's Children's Behavioral Health Resource Center.
- 2.1.12. The selected Vendor must provide programming to educate children, youth, and families in developmentally appropriate ways to support grieving peers that will:
 - 2.1.12.1. Increase awareness of grief and its impacts;
 - 2.1.12.2. Provide peers with means to assist those impacted by an ACES of grief and/or loss by facilitating group discussions on developing coping skills and processing emotions;
 - 2.1.12.3. Provide additional resources for children, youth, and families, including, but not limited to:
 - 2.1.12.3.1. FAQs on grief.
 - 2.1.12.3.2. Activity guides.
 - 2.1.12.3.3. Videos.
 - 2.1.12.3.4. Toolkits; and
 - 2.1.12.4. Be in alignment with CBH System of Care Values.
- 2.1.13. The Selected Vendor must develop a complaint and concerns process that includes, but is not limited to:
 - 2.1.13.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:
 - 2.1.13.1.1. Individuals name.
 - 2.1.13.1.2. Date of written complaint.
 - 2.1.13.1.3. Nature and subject of the complaint.
 - 2.1.13.1.4. A method to submit an anonymous complaint.
 - 2.1.13.2. A policy relative to assisting individuals with the complaint and appeal process including, but not limited to:
 - 2.1.13.2.1. How to file a complaint.
 - 2.1.13.2.2. A method to track complaints.
 - 2.1.13.2.3. A way to investigate complaints concerning a participants rights have been violated by agency staff, volunteers, or consultants.
 - 2.1.13.2.4. An immediate review of the grievance and investigation by the selected Applicant's director or designee.
 - 2.1.13.2.5. A process to attempt to resolve every complaint for which a formal investigation is requested.

2.1.13.2.6. The selected Vendor must report the complaint and any outcomes regarding a complaint to the Department on the 15th of every month.

2.1.14. The selected Vendor must consult with the New Hampshire Office of Health Equity to ensure all materials, programs, and services are in plain language, accessible, culturally and linguistically appropriate, and trauma informed.

2.1.15. The selected Vendor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

2.2. Mandatory Questions

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

Q1 *Describe your organization's experience in delivering youth peer-to-peer grief support or related education, and consultation services to children, youth, and families.*

Q2 *How will your organization ensure the seamless integration of grief support programming within the Department's existing CBH System of Care framework?*

Q3 *What is your approach to delivering statewide in-person and virtual peer-to-peer grief support to both individuals and groups? Include how you will tailor your services to address the specific needs of children, youth, and families grieving a loss?*

Q4 *What strategies do you employ to target, prioritize, and select participants to ensure that trainings include organizations that are most likely to impact areas of need?*

Q5 *How will your educational programming increase awareness of grief and its impacts among children, youth, and families?*

Q6 *What educational programming methods will you use? Please provide a work plan that details the resources you plan to provide, such as FAQs on grief, activity guides, videos, and toolkits and types of educational programs you plan to offer, including workshops, and/or community events.*

Q7 *How will your organization facilitate the collection, analysis, reporting and use of data in informing the delivery and evaluation of the services required in this RFP? Please describe how you will organize the information gathered, any key performance measures you will include, and, ways in which data will be used to inform decision making.*

2.2.2. Reporting

2.2.2.1. The selected Vendor must submit a written monthly progress report by the 15th of each month to the Department related to accomplishment of the contract goals and performance measures which includes, but is not limited to:

2.2.2.1.1. A Summary of the key work performed during the

- monthly period.
- 2.2.2.1.2. Updates and outcomes of the peer-to-peer youth grief support services provided directly to children, youth, and families.
- 2.2.2.1.3. Consultations, trainings, workshops, conferences, collaborations, presentations and education for providers conducted during the reporting period.
- 2.2.2.2. The selected Vendor must work with the Department to define, track, and report aggregate analytic data from the peer grief support services in a format and frequency defined with final reporting requirements to be approved by the Department. Reporting must include, but is not limited to:
 - 2.2.2.2.1. Total number of individuals served by type (child, youth, adolescent, parent, etc.).
 - 2.2.2.2.2. Total number of sessions per each type defined above.
 - 2.2.2.2.3. Total number of new encounters vs. existing or ongoing episodes of support.
 - 2.2.2.2.4. Total number of referrals to ongoing services by destination/type/tier.
 - 2.2.2.2.5. Total number of referrals by system of care providers by source/type/tier.
 - 2.2.2.2.6. Total number of consultations to system of care providers by source/type/tier.
 - 2.2.2.2.7. Total number of inquiries for support.
 - 2.2.2.2.8. Total number of provided workshops.
 - 2.2.2.2.9. Total number of attendees for said workshops.
 - 2.2.2.2.10. Total number of trainings offered.
 - 2.2.2.2.11. Total number of trainings by type (in-person, virtual, hybrid, etc.).
 - 2.2.2.2.12. Total number of peers trained.
 - 2.2.2.2.13. Total number of peer supported activities.
 - 2.2.2.2.14. Total number of volunteer supported activities.
 - 2.2.2.2.15. Total number of staff supported activities.
 - 2.2.2.2.16. Total number of presentations.
 - 2.2.2.2.17. Total number of attendees to presentations.
 - 2.2.2.2.18. Total number of toolkits distributed.
 - 2.2.2.2.19. Total number of summer camps offered and duration of each.

2.2.2.2.20. Total number of participants at offered summer camps.

2.2.2.2.21. Total number of downloads and/or logins for digital content.

2.2.2.2.22. Other metrics as defined by the Department.

2.2.2.3. The selected Vendor must engage with and use the Department's identified data analytics and reporting provider.

2.2.3. Performance Measures

2.2.3.1. The Department will monitor performance of the selected Vendor according to the following standards:

2.2.3.1.1. The number of toolkits distributed;

2.2.3.1.2. The number of peers trained;

2.2.3.1.3. The number of consultations with system of care providers;

2.2.3.1.4. The number of referrals received from CBH System of Care providers;

2.2.3.1.5. Statewide distribution and penetration of targeted children, youth, and families who actively engage in grief support services and educational programs;

2.2.3.1.6. Personal growth among participants, such as increased self-esteem, resilience, and coping skills, as assessed through surveys or interviews;

2.2.3.1.7. Participants' development of a positive outlook on life, as assessed through surveys or interviews; and

2.2.3.1.8. Quality and effectiveness of training and consultation services, including participant satisfaction and knowledge transfer, as assessed through surveys or interviews.

2.3. Finance

2.3.1. Funding is anticipated to be available for the resulting contract(s) as follows:

State Fiscal Year	Funding Amount
2024	\$147,058.82
2025	\$352,941.18
TOTAL	\$500,000

2.3.2. Funds are anticipated to be available in the State Fiscal Years identified above with the ability to adjust encumbrances between state fiscal years, if needed and justified.

- 2.3.3. Payment for services will be made on a monthly basis based on the approved budgets, which will be included in the resulting contract. The selected Vendor will be required to submit budgets for Department approval upon notification of award.
- 2.3.4. The selected Vendor must submit monthly invoices using a form satisfactory to the Department, which identifies and requests reimbursement for authorized expenses incurred. The selected Vendor must ensure invoices are completed, dated and submitted to the Department to initiate payment.

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3. SOLICITATION RESPONSE EVALUATION

3.1. The Department will evaluate responses from Vendors based upon the criteria and standards contained in this solicitation and by applying the points set forth below. Vendors are advised that this is not a low cost award and that the scoring of the Cost Proposal will be combined with the scoring of the Technical Response to determine the overall highest scoring Vendor.

TECHNICAL RESPONSE	POSSIBLE SCORE
1. Experience-Grief Support	150 Points
2. Integration with the System of Care	100 Points
3. Delivery of Services	75 Points
4. Strategies for Impact	75 Points
5. Increase Awareness	75 Points
6. Educational Programming	150 Points
7. Data Reporting	75 Points
Technical Response – Total Possible Score	700 Points

COST PROPOSAL	POSSIBLE SCORE
Vendor Cost (see formula below)	150 Points
Vendor Budget Evaluation (Appendix D, Budget Sheet)	150 Points
Cost Proposal – Total Possible Score	300 Points

MAXIMUM POSSIBLE SCORE	1000 Points
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3.2. Preliminary Scoring of Technical Responses

3.2.1. The Department will establish an evaluation team. This evaluation team will review the Technical Proposals and give a preliminary score. Should a Vendor fail to achieve **300** minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.

3.3. Cost Proposal Evaluation Criteria

3.3.1. Cost Proposals will be evaluated as follows:

3.3.1.1. **Vendor Cost:** The following formula will be used to assign points for Vendor Cost:

$$\text{Vendor's Cost Score} = (\text{Lowest Total Proposed Cost} / \text{Vendor's Total Proposed Cost}) \times \text{Maximum Number of Points for Vendor Cost.}$$

For the purpose of use of this formula, the lowest proposed cost is defined as the lowest total cost proposed in Appendix D, Budget Sheet by a Vendor that has not been disqualified.

**For example:*

Vendor A proposes \$100,000

Vendor B proposes \$200,000

Maximum Number of Points for Vendor Cost = 150 points.

Vendor B Vendor Cost

$$= (\$100,000 / \$200,000) \times 150$$

$$= 75 \text{ total points.}$$

For the purpose of use of this formula, the lowest proposed cost is defined as the lowest total cost proposed by a Vendor that has not been disqualified and received the minimum points during preliminary scoring of technical responses as specified above.

Fractions of points will be rounded up to the nearest whole number of points.

3.3.1.2. **Vendor Budget Evaluation:** The Vendor(s) must:

3.3.1.2.1. Complete Appendix D, Budget Sheet, including the Budget Narrative and Program Staff List, for each State Fiscal Year (July 1 through June 30). This is not a low cost award.

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

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

Budget Sheet	
Points	Criteria
0-50	Costs are not allowable.
	Reader cannot understand the relationship of costs 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.
51-100	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.
101-150	Costs relative to outcomes are adequate and meet the objectives of RFP.
	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.

4. SOLICITATION RESPONSE PROCESS

4.1. Letter of Intent

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

4.2. Questions and Answers

4.2.1. Vendors' Questions

- 4.2.1.1. All questions about this Solicitation including, but not limited to, requests for clarification, additional information or any changes to the Solicitation must be made in writing, by email only, citing the Solicitation page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 1.2.

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

4.2.2. Department Responses

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

4.2.3. Exceptions

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

4.3. Solicitation Amendment

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

5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

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

5.1.1. The subject line must include the following information:

RFP-2024-DBH-05-YOUTH (email xx of xx).

5.2. The maximum size of file attachments per email is 25 MB. Submissions with file attachments exceeding 25 MB must be sent via multiple emails.

5.3. The Department must receive submissions by the time and date specified in the Procurement Timetable in Section 1.3 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.

5.4. The Department will conduct an initial screening step to verify Vendor compliance with the requirements of this Solicitation. The Department may waive or offer a limited opportunity for a Vendor to cure immaterial deviations from the Solicitation requirements if it is deemed to be in the best interest of the Department.

5.5. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of solicitation responses shall be at the Vendor's expense.

6. SOLICITATION RESPONSE REQUIREMENTS

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

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

6.3. Technical Response Contents

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

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

6.3.1.1. **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 B if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>

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

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

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

6.4. Cost Proposal Contents

- 6.4.1. **Appendix E, Budget Sheet** – Vendors must complete an Appendix E, Budget Sheet, including the Budget Narrative column and Program Staff List, for each State Fiscal Year (July 1 through June 30). This is not a low cost award.

7. ADDITIONAL TERMS AND REQUIREMENTS

7.1. Non-Collusion

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

7.2. Collaborative Solicitation Responses

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

7.3. Validity of Solicitation Responses

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

7.4. Debarment

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

7.5. Property of Department

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

7.6. Solicitation Response Withdrawal

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

7.7. Confidentiality

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

7.8. Public Disclosure

- 7.8.1. The information submitted in response to this solicitation (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and

presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know laws, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this solicitation will be made accessible to the public online via the New Hampshire Secretary of State website (<https://sos.nh.gov/>).

- 7.8.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this solicitation should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as “CONFIDENTIAL.” Vendors must also provide a letter to the person listed as the point of contact for this solicitation, identifying the specific page number and section of the information considered to be confidential, commercial or financial and providing the rationale for each designation. Marking or designating an entire submission 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:
 - 7.8.6.1. The Department may disclose any and all portions of the response or related materials which are not marked as confidential and/or

which have not been specifically explained in the letter to the person identified as the point of contact for this solicitation;

- 7.8.6.2. The Department is not obligated to comply with a Vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and
- 7.8.6.3. The Department may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

7.9. Electronic Posting of Solicitation 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 (G&C) approval, the Agency will disclose the rank or score at least five (5) business days before final approval of the contract.
- 7.9.2. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this solicitation, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a response to this solicitation, vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this solicitation), any contract resulting from this solicitation that is submitted to G&C for approval will be made accessible to the public online.

7.10. Non-Commitment

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

7.11. Liability

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

7.12. Request for Additional Information or Materials

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

7.13. Oral Presentations and Discussions

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

7.14. Successful Vendor Notice and Contract Negotiations

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

7.15. Scope of Award and Contract Award Notice

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

7.16. Site Visits

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

7.17. Protest of Intended Award

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

7.18. Contingency

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

7.19. Ethical Requirements

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

7.20. Liquidated Damages

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

8. COMPLIANCE

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

8.2. The selected Vendor(s) may be required to complete a contract monitoring questionnaire, to be provided by the Department, to determine risk of noncompliance and appropriate monitoring activities, including, but not limited to:

- 8.2.1. Site visits.
- 8.2.2. File reviews.
- 8.2.3. Staff training.

8.3. Records

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

- 8.3.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the selected Vendor(s) in the performance of the resulting contract(s), and all income received or collected by the selected Vendor(s).
- 8.3.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories,

valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 8.3.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3.1.4. Medical records on each patient/recipient of services.
- 8.3.2. During the term of the resulting contract(s) and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting contract(s) for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Vendor(s) as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor(s).

8.4. Credits and Copyright Ownership

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

8.5. Culturally and Linguistically Appropriate Services

- 8.5.1. Vendors are required to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served

or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.

- 8.5.2. Vendors are required to complete Appendix E, 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(s) will be:
 - 8.5.3.1. Required to submit a detailed description of the language assistance services they will provide to Limited English Proficiency (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. Background Checks

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

8.7. Confidential Data

- 8.7.1. The selected Vendor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit.
- 8.7.2. The selected Vendor must ensure any individuals involved in delivering services through the resulting contract 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 Information Security Requirements Exhibit. The selected Vendor must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor(s) must provide attestations upon Department request.

- 8.7.3. Upon request, the selected Vendor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the selected Vendor 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:
- 8.7.3.1. How PII is gathered and stored;
 - 8.7.3.2. Who will have access to PII;
 - 8.7.3.3. How PII will be used in the system;
 - 8.7.3.4. How individual consent will be achieved and revoked; and
 - 8.7.3.5. Privacy practices.
- 8.7.4. 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.

8.8. Department Owned Devices, Systems and Network Usage

- 8.8.1. If the selected Vendor's End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:
- 8.8.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
 - 8.8.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
 - 8.8.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 8.8.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
 - 8.8.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

- 8.8.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 8.8.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 8.8.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 8.8.1.9. Agree when utilizing the Department's email system:
 - 8.8.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 8.8.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 8.8.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:
 - 8.8.1.9.4. CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 8.8.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
 - 8.8.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 8.8.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.
 - 8.8.1.10.3. Only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.
- 8.8.1.11. Selected Vendor must agree, if any End User is found to be in violation of any of the above terms and conditions said End User may face removal from the resulting Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

8.8.1.12. The selected Vendor must notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the selected Vendor agrees to notify the Department's Information Security Office or designee immediately.

8.9. Contract End-of-Life Transition Services

8.9.1. General Requirements

- 8.9.1.1. If applicable, upon termination or expiration of the Contract the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the selected Vendor to the Department and, if applicable, the selected Vendor engaged by the Department to assume the Services previously performed by the selected Vendor for this section the new selected Vendor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the selected Vendor 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 Contractor.
- 8.9.1.2. The selected Vendor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users 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 Contractor 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.
- 8.9.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
- 8.9.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of the Contract.

- 8.9.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 8.9.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's Information Security Requirements Exhibit.
- 8.9.2. Completion of Transition Services
 - 8.9.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
 - 8.9.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.
- 8.9.3. Disagreement over Transition Services Results
 - 8.9.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

8.10. Website and Social Media

- 8.10.1. The selected 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 Department and NH DoIT website and social media requirements and policies.
- 8.10.2. The selected Vendor must agree Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential

Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Department's Business Associate Agreement and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the selected Vendor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

8.10.3. State of New Hampshire's Website Copyright

- 8.10.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

8.11. Audit Requirements

- 8.11.1. The selected Vendor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
- 8.11.1.1. 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.
 - 8.11.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.
 - 8.11.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.11.2. 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.
- 8.11.3. 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.
- 8.11.4. 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.
- 8.11.5. 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 – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 9.3. Appendix C – Transmittal Letter and Vendor Information**
- 9.4. Appendix D – Technical Response to Questions**
- 9.5. Appendix E – Budget Sheet**