



State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS

FOR

Professional Development and Training

RFP-2024-DCYF-01-PROFE

RELEASE DATE: August 18, 2023

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1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division for Children, Youth and Families (“Department” or “DCYF”) is seeking responses to this Request for Proposals (solicitation) from qualified Vendors to provide state and federally required training and professional development services to DCYF staff, caregivers, providers, and stakeholders, including family leaders specific to children and families served by DCYF.

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	January 1, 2024	
Contract End Date	June 30, 2027	
Renewal Options	The Department may extend contracted services for up to four (4) additional years.	
Funding for the resulting contract is anticipated to be approximately:	Up to \$12,000,000	
Funding Source	The Department anticipates using Federal and General funds for resulting contract.	
	Assistance Listing #	93.658
	Award Name	NH Foster Care
Match Requirements	25% of the proposed cost - see Subparagraphs 2.1.101.1. through 2.1.101.3.	
Point of Contact	Janine Corbett, Senior Contract Specialist janine.s.corbett@dhhs.nh.gov 603-271-9669	

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	8/18/2023
2.	Questions Submission Deadline	8/30/2023 12:00PM
3.	Department Response to Questions Published	9/8/2023
4.	Vendor Solicitation Response Due Date	9/15/2023 12:00PM

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Division for Children, Youth and Families

The New Hampshire Department of Health and Human Services (Department) is responsible for promoting the health, safety, and well-being of the citizens of New Hampshire. To achieve that goal, the Department provides services for children, families, individuals, and seniors in areas such as mental health, developmental disabilities, substance abuse, and public health. The Department does this work through partnerships with families, community groups, providers, other state and local entities, and NH citizens.

The Department's Division for Children, Youth and Families (DCYF) provides and manages services that strengthen families, keep children safe, and help families thrive. Through its responsibilities in both Child Protection and Juvenile Justice, DCYF works to support children, youth, and families together in their own homes and communities whenever possible. To achieve this, DCYF partners closely with families, the provider community, and other Department divisions.

The Department is mandated by state and federal law (RSA 170-G:4,VII; 45 CFR 1356.60 Fiscal Requirements; Social Security Act, Title IV-E, Part E, Section 477) to deliver pre-service and ongoing training and professional development activities.

1.4.2. Objective

DCYF is committed to equipping its staff with the necessary knowledge and skills to provide quality services to children and families. Through a range of training and professional development activities, DCYF aims to ensure the safety, well-being, and positive development of the individuals they serve. These activities cover various crucial areas, including safety and security, assessment and care for children in out-of-home placement, family engagement strategies, agency practices, and trauma-informed approaches. By delivering these training opportunities at local and statewide sites, as well as in field offices, DCYF strives to enhance the capabilities of their staff and improve

the overall quality of services provided. Moreover, this collaborative effort involves partnerships with DCYF's Bureau of Professional and Strategic Development (BPSD) and learning partners across the state, ensuring that the training is aligned with the DCYF Practice Model (Appendix F) and DCYF Strategic Priorities (Appendix H). This comprehensive approach allows DCYF to effectively address the unique and evolving needs of children, youth, and families they serve. The objectives of this Request For Proposals (RFP) are to:

- Improve the quality of services to children and families;
- Respond to the unique and changing needs of children, youth, and families; and
- Deliver mandated education and training opportunities for caregivers, residential care providers, DCYF staff, and post-adoptive families.

1.4.3. Covered Populations

- 1.4.3.1. DCYF staff: Child Protection Services (CPS), Juvenile Justice Services (JJS), Sununu Youth Services Center (SYSC), and attorneys;
- 1.4.3.2. Caregiver family (foster/kinship);
- 1.4.3.3. Residential care providers;
- 1.4.3.4. Family leaders of children and families served by DCYF;
- 1.4.3.5. DCYF-involved youth; and
- 1.4.3.6. Other participants in proportions approved by DCYF's BPSD.

1.4.4. Terminology

Better Together Teams: Better Together Teams bring together DCYF staff, family leaders, and community partners to promote the value of family voices and to improve family engagement practices at the Department's District Offices. These teams also lead recruitment of family leaders.

Better Together Workshop: Curriculum owned by Casey Family Program that DCYF has a license to implement in NH.

CCWIS: The Comprehensive Child Welfare Information System (computer program called NH Bridges) that is used to register and record staff learning activities.

CIP: The Court Improvement Program receives a grant from the United States Children's Bureau to complete a self-assessment and develop and implement recommendations to enhance the court's role in achieving stable, permanent homes for children in foster care.

CPSW: Child Protection Service Worker.

CQI: Continuous Quality Improvement cycle is an ongoing change process increasing the effectiveness and efficiency of an organization to fulfill its policies and objectives.

Implementation Science: A systematic approach to implementing evidence-based practices to achieve fidelity and sustainability.

JPPO: Juvenile Probation and Parole Officer.

Lived Experience: Child Welfare and other systems' involvement experience family leaders and young people have had.

LMS: A learning management system is a software application for the administration, documentation, tracking, reporting and delivery of electronic educational technology (also called e-learning) courses or learning opportunities.

NH Trails: A training curriculum created and maintained by DCYF, to be delivered by the selected Vendor, to prepare teenagers for independent living. The curriculum is currently available on a web-based platform for youth in kinship care, foster care, or residential care.

Parent Partner Program: DCYF's program leading efforts to engage family leaders as partners to infuse lived experience at all levels of the system.

PIP: Program Improvement Plan, which is a federally required quality improvement plan to meet national standards.

Caregiver Families: For the purpose of this RFP, this is defined as kin, foster, and certain post-adoptive families and caregivers of children in out-of-home placements.

SYSC: Sununu Youth Services Center.

2. STATEMENT OF WORK

2.1. Scope of Services

- 2.1.1. The selected Vendor must design, develop, coordinate, administer, and lead the operation of a collaborative training and professional development and learning system with DCYF that includes the development and delivery of appropriate curricula. These training and professional development activities may be held at both local and statewide sites and in field offices, or online, and instruction must include, but not be limited to:
 - 2.1.1.1. The safety and security of DCYF staff.
 - 2.1.1.2. The assessment and service provision of care for children in out-of-home placement and family engagement strategies that strengthen families' use of natural supports.
 - 2.1.1.3. The Solution Based Casework evidence-based model, the "Better Together with Birth Parents" model (<https://www.dhhs.nh.gov/programs-services/child-protection-juvenile-justice/parent-partner-program/better-together>), and DCYF practices.
 - 2.1.1.4. The impact of abuse and neglect on child development.
 - 2.1.1.5. Trauma informed practices that support children, youth, and their families.
- 2.1.2. The selected Vendor must collaborate with DCYF to prioritize curricula design that integrates strong experiential learning and hands on practical

- applications to provide optimal levels of knowledge and skills development for training participants.
- 2.1.3. The selected Vendor must apply a spectrum of learning methodologies to maximize transfer of learning for participants, with a primary emphasis on adult learning modalities.
 - 2.1.4. The selected Vendor must provide skill-building opportunities, including, but not limited to:
 - 2.1.4.1. Use of a simulation laboratory, which is a learning environment created to mirror real-life scenarios for participants to practice skills and receive feedback before entering the field.
 - 2.1.4.1.1. The selected Vendor must use the pre-existing simulation laboratory located on DCYF grounds, unless approved by BPSD.
 - 2.1.4.2. Coaching outside of the classroom.
 - 2.1.4.3. Micro learning opportunities, which are in-office, practice-related trainings to address current learning needs.
 - 2.1.4.4. Online learning.
 - 2.1.5. The selected Vendor must provide training announcements, registration, learning materials, and administrative and technology support for learning sessions.
 - 2.1.6. The selected Vendor must meet with DCYF staff and other DCYF-identified partners on a regular basis to identify and evaluate professional development and learning needs. This includes participation in various workgroups, meetings, and quality assurance activities, as well as regular visits to Department offices throughout the state and to the Sununu Youth Services Center.
 - 2.1.6.1. The selected Vendor must share advice, assistance and lessons learned as part of DCYF's integrated learning system.
 - 2.1.7. The selected Vendor must maintain a list of, and provide access to, training materials, in either hard copy or electronic form, depending upon the training modality, that enhance or reinforce learning content for participants.
 - 2.1.8. The selected Vendor must maintain an online learning calendar accessible to all DCYF staff that includes all available upcoming learning opportunities.
 - 2.1.9. The selected Vendor must operate programs in a manner that is responsive to the needs and preferences of the participants statewide in terms of access, content and scheduling.
 - 2.1.10. The selected Vendor must communicate the availability of learning programs to the participants using methods that enhance attendance and describe learning objectives, including, but not limited to:
 - 2.1.10.1. Social media.
 - 2.1.10.2. Public forum websites.

2.1.10.3. Email.

2.1.10.4. Text.

The selected Vendor must work collaboratively with DCYF to facilitate cycles of training to meet the requirement for participants' ongoing training needs and advanced planning for participants' schedules.

Curricula

- 2.1.11. The selected Vendor must develop, update, and maintain learning curricula based on DCYF's practices and policies, as well as current research, by working in collaboration with DCYF and other subject matter experts for prioritization and strategic planning. All training resources, including, but not limited to, physical or virtual materials, must be stored and transferred to state-approved equipment that meets state security requirements.
- 2.1.12. Pursuant to a federally mandated process from the United States Administration for Children and Families, all states undergo regular quality assurance reviews to demonstrate compliance with national standards for systems, programs, and practices for child protective and juvenile justice services to children, youth, and families. As such, the selected Vendor must participate in approximately four (4) DCYF-led Case Practice Reviews (CPR) per year and the Child and Family Services Reviews (CFSR) as held per the federal government. Federal regulations specifically require participation in CFSRs of academicians, especially those assisting the agency with training curriculum. 45 CFR 1357.15(l)(3)(vii). New Hampshire's Child and Family Services Plan 2020-2024 (June 28, 2019), Item 25, Case Practice Reviews states that New Hampshire will conduct Case Practice Reviews that mirror the CFSR process as part of the quality review process, which would include the vendor's participation.
 - 2.1.12.1. The selected Vendor must use data from these reviews to inform curriculum based on identified areas needing improvement or on other areas identified by DCYF.
- 2.1.13. The selected Vendor must deliver existing DCYF curricula, such as NH DCYF Caregiver Pre-Service Training, NH DCYF Kinship Caregiver Training, Caregiver On-Going Training (COT), and Residential Counselor Core Training (RCCT), as well as other training and educational opportunities that will enhance learning and outcomes. These programs must:
 - 2.1.13.1. Be provided in a manner that is responsive to the needs and preferences of the statewide population defined in Subparagraphs 1.4.3.1. through 1.4.3.3. in terms of access, content, and scheduling;
 - 2.1.13.2. Be built upon best practices or evidence-based elements available locally, regionally, or nationally, and be particularly inclusive of the voice of birth parents and youth;

- 2.1.13.3. Be advertised to the population described in Subparagraphs 1.4.3.1. through 1.4.3.3. using methods that enhance attendance; and
- 2.1.13.4. Be planned together with DCYF to design and/or update and deliver training programs and professional development activities based upon the agency priorities, such as the Child and Family Services Review, PIP, Practice Model, Strategic Priorities, adoption of evidence-based practices, and changing state and federal legislation.
- 2.1.14. The selected Vendor must develop and administer an annual learning needs assessment for staff in collaboration with DCYF, using the results to inform curriculum development and learning opportunities.
- 2.1.15. The selected Vendor must build or utilize models or programs based upon best practices or evidence-based elements; available locally, regionally or nationally, designed in a manner conducive to adult learning, and be inclusive of the voice of lived experience.
- 2.1.16. The selected Vendor must input and track registration and attendance information for all of the learning sessions listed in Paragraphs 2.1.30. through 2.1.55., and for all staff associated, into the Department learning management system, while maintaining the current data in the CCWIS, which is accessed via the NH Bridges training module.
- 2.1.17. The selected Vendor must provide, track, and maintain training data and curriculum through an application that meets State security requirements for State employees on the DHHS LMS and non-State employees on a technology the vendor provides as defined as an LMS in Paragraph 1.4.4.
- 2.1.18. When using online training modalities, the selected Vendor must use technology that is easily accessible by individuals with limited technology skills and provide technical support when individuals need assistance with using the technology.
- 2.1.19. All third-party tools must adhere to State IT security requirements, as described in the IT Requirements Workbook (Appendix I).
- 2.1.20. The selected Vendor must maintain data in DCYF's CCWIS, NH Bridges, or other state system as approved by DCYF, in order to enhance system integration.
- 2.1.21. The selected Vendor must create and maintain all data elements not compatible with NH Bridges or other state systems, in a DCYF-approved manner.
- 2.1.22. The selected Vendor must attend and meaningfully participate in DCYF's Workforce Development Committee in order to integrate professional development and learning programming with DCYF and other DCYF-related learning and education partners.

Credits and Ownership

- 2.1.23. All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services

of the resulting Contract 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.”

- 2.1.24. 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.
- 2.1.25. All curricula developed and delivered are owned by DCYF and may be released to or shared with other entities only with explicit approval of the DCYF BPSD Training Administrator or designee. These curricula must be stored in DCYF networks and updated as content is updated by the Vendor. The Department will retain the right to copyright any and all original materials produced, including, but not limited to:
 - 2.1.25.1. Brochures.
 - 2.1.25.2. Resource directories.
 - 2.1.25.3. Protocols.
 - 2.1.25.4. Guidelines.
 - 2.1.25.5. Posters.
 - 2.1.25.6. Reports.
- 2.1.26. The selected Vendor must not reproduce any materials produced under the Contract without prior written approval from the Department.
- 2.1.27. All equipment (categorized as equipment or supplies) purchased must be retained as the property of DCYF when the agreement is terminated, including, but not limited to, all electronic equipment, such as:
 - 2.1.27.1. Audiovisual aids.
 - 2.1.27.2. LCD projectors.
 - 2.1.27.3. Desktop, laptop, and handheld computers and peripherals, etc.

Family Voice and Lived Experience

- 2.1.28. The selected Vendor must integrate family voice and lived experience by means that include, but are not limited to:
 - 2.1.28.1. Determining appropriate ways to promote the Better Together Workshops and Round Tables, as well as other activities that promote family voice, with DCYF staff, parents, foster parents, other adult caregivers, residential staff, and other community partners.
 - 2.1.28.2. Matching family leaders with projects and providing coaching and support as needed, together with DCYF’s Parent Partner Program Administrator.

- 2.1.28.3. Developing and maintaining a tracking system to produce data on family leaders' engagement.
- 2.1.28.4. Developing and implementing an evaluation form to include key measures to evaluate impact of family leaders' engagement.
- 2.1.28.5. Developing and implementing a process to check in with family leaders serving as training partners, co-facilitators, or others assigned to projects within three (3) business days of an activity to debrief how the activity went and to review evaluations, providing feedback as necessary.
- 2.1.28.6. Meeting quarterly with DCYF's Parent Partner Program leaders to provide a summary of family leaders' engagement, quarterly events, and evaluation results, and to engage in continuous quality improvement for delivery of service.
- 2.1.28.7. Providing updates regarding family leaders' engagement and inclusion at DCYF leadership meetings and in DCYF-approved venues or publications.
- 2.1.28.8. Promoting family voice and lived experience integration in various manners, including internal publications and at the DCYF annual conference.

Training Series

- 2.1.29. The selected Vendor must offer and administer the following training and professional development activities in Paragraphs 2.1.30. through 2.1.55., in the stated numbers, and at frequencies that will address the needs of the covered population served as determined by DCYF in locations and modalities agreed upon by DCYF.

CPSW/JPP0/SYSC Pre-Service Series Trainings: Core Academy

- 2.1.30. The selected Vendor must coordinate the complete statewide pre-service series trainings, referred to as Core Academy, four (4) times annually based on DCYF needs, unless otherwise authorized by the BPSD Training Administrator or designee to increase or decrease the amount based on training needs, such as in response to an unanticipated increase in the number of new hires.
- 2.1.31. The selected Vendor must provide the pre-service learning series to all Child Protection and Juvenile Justice staff (inclusive of all Child Protection, Juvenile Justice, and Sununu Youth Services Center staff).
- 2.1.32. The selected Vendor must ensure Core Academy offerings are scheduled in the same order in each series. The current Core Academy offerings are listed in Appendix G, DCYF Core Academy.

Supervisory Pre-Service Series Trainings

- 2.1.33. The selected Vendor must identify, develop, or adapt a supervisory pre-service curriculum, incorporating DCYF supervisory standards and best practices, and deliver it in a format to be provided to new field child

protection and juvenile justice supervisors (inclusive of all DCYF supervisors) within six (6) months of their hire.

- 2.1.34. The selected Vendor must ensure this series is approved by DCYF and provided at a frequency essential to achieving the required six (6) month time frames.

Attorney Pre-Service Series Trainings

- 2.1.35. The selected Vendor must coordinate, with the New Hampshire Department of Justice, Office of the Attorney General, a pre-service curriculum for agency DCYF-assigned attorneys that provides knowledge and skill development in providing legal services in child welfare cases.
- 2.1.36. The selected Vendor must ensure pre-service curriculum includes, but is not limited to:
- 2.1.36.1. Trial skills.
 - 2.1.36.2. Preparation of witnesses.
 - 2.1.36.3. Child protection practices.
- 2.1.37. The selected Vendor must ensure the child protection practice components of the continuum coordinate with, and are linked to, the DCYF Core Academy trainings on child protection investigations and other child welfare topics.
- 2.1.38. The selected Vendor must provide the pre-service series trainings at a frequency required to achieve the required time frames.
- 2.1.39. The selected Vendor must ensure all DCYF-assigned attorneys complete training within one (1) year of hire.

NH DCYF Caregiver Pre-Service Trainings and Kinship Caregiver Trainings

- 2.1.40. The selected Vendor must coordinate a minimum of 30 NH DCYF Caregiver Pre-Service Training series annually statewide based on DCYF needs (approximately 3 series offerings per month), unless otherwise authorized by the BPSD Training Administrator or designee to increase or decrease the amount based on training needs, such as in response to an unanticipated increase in the number of prospective foster parents.
- 2.1.41. The selected Vendor must coordinate with the NH DCYF Kinship Caregiver Program to provide a training series in collaboration with BPSD Training Administrator or designee.
- 2.1.42. The selected Vendor must coordinate all modules. This includes:
- 2.1.42.1. Developing and maintaining curriculum;
 - 2.1.42.2. Providing physical or virtual training space;
 - 2.1.42.3. Providing materials;
 - 2.1.42.4. Registration/attendance tracking; and
 - 2.1.42.5. Conducting course evaluation.
- 2.1.43. The selected Vendor must provide qualified instructors/trainers.

Family Leaders Pre-Service Trainings: FELEIA

- 2.1.44. The selected Vendor must collaborate with DCYF's Parent Partner Program leaders to coordinate capacity building to design and implement the Family Empowerment and Lived Experience Integration Academy (FELEIA) to provide DCYF staff and family leaders with learning opportunities to develop knowledge and skills on how to partner and leverage family voices to improve practices, services, and systems to improve the lives of children, youth, and families.
- 2.1.45. The selected Vendor must identify and adopt a validated Core Competency Model relative to evidence-based knowledge, skills, and strategies to promote family empowerment and lived experience integration.
- 2.1.46. The selected Vendor must ensure FELEIA includes Better Together and Strategic Sharing as foundational modules, and other modules based on the competency framework.
- 2.1.47. The selected Vendor must provide at least two (2) FELEIA series annually.
- 2.1.48. The selected Vendor must identify a validated competency framework to train family leaders and design training modules to ensure that family leaders develop knowledge and skills to improve family engagement and continuous quality improvement efforts.
 - 2.1.48.1. Learning opportunities must integrate experiential learning, participatory learning, and hands on application.
 - 2.1.48.2. Learning opportunities must be provided at a frequency to ensure a sufficient amount of family leaders are ready to partner with DCYF.

Ongoing Learning Opportunities for DCYF Staff

- 2.1.49. The selected Vendor must provide quarterly in-service learning opportunities to DCYF staff, which must be identified in collaboration with DCYF, to:
 - 2.1.49.1. Provide enhanced skill development;
 - 2.1.49.2. Address DCYF Strategic Priorities;
 - 2.1.49.3. Refresh key skills and knowledge of staff; and
 - 2.1.49.4. Include staff's annual learning needs assessment information.
- 2.1.50. The selected Vendor must ensure ongoing learning sessions are available to staff statewide and include no fewer than fifteen (15) hours in each quarter, for a minimum total of topics to include sixty (60) hours annually.
- 2.1.51. The selected Vendor must work collaboratively with DCYF to facilitate cycles of training to meet the requirement for DCYF staff's ongoing training needs and advanced planning for DCYF staff schedules.
 - 2.1.51.1. The selected Vendor must collaborate with stakeholders in joint trainings, such as with medical or mental health providers or advocates, schools, law enforcement, Court Appointed Special

Advocates (CASA), and the New Hampshire Court Improvement Project.

- 2.1.51.2. The selected Vendor must coordinate with the Office of the Attorney General regarding ongoing training with annual continuing legal education (CLEs) necessary for attorneys to maintain licensure.

New Employee Mentoring

- 2.1.52. The selected Vendor must provide a Mentor Certificate Program series four (4) times annually, statewide, in conjunction with the Core Academy series, based on DCYF needs, unless otherwise authorized by the BPSD Training Administrator or designee to increase or decrease the amount based on training needs, such as in response to an unanticipated increase in the number of new hires.

Caregiver On-Going Trainings (COT)

- 2.1.53. The selected Vendor must provide a minimum of 200 classes annually (approximately fifty [50] classes per quarter) statewide based on DCYF needs with targeted marketing specific to each population identified in Subparagraphs 1.4.3.1. through 1.4.3.3.

Residential Counselor Core Trainings (RCCT)

- 2.1.54. The selected Vendor must provide at least two (2) RCCT series annually statewide, based on DCYF needs, unless otherwise authorized by the BPSD Training Administrator or designee to increase or decrease the amount based on training needs, such as in response to an unanticipated increase in the number of new hires.

NH Trails

- 2.1.55. The selected Vendor must provide instructional design and provide the instructor for NH Trails. This includes tracking data for completion by youth. NH Trails data may be used for collaboration with Youth Summit Steering Committee. NH Trails will be offered based on agency need.

Project Management and Work Plan

- 2.1.56. The selected Vendor must establish a project management strategy that will ensure:
 - 2.1.56.1. Tasks and activities are identified, monitored, and tracked;
 - 2.1.56.2. Risks and issues are identified; and
 - 2.1.56.3. All services provided meet the stated requirements and are delivered on time.
- 2.1.57. The selected Vendor must conduct a project kick-off meeting with DCYF within ten (10) business days of the contract effective date.
- 2.1.58. The selected Vendor must provide a Work Plan that defines the milestones, activities, deliverables, and due dates within ten (10) business days of the kick-off meeting.

- 2.1.59. The selected Vendor must provide a quarterly training timeline of all scheduled and projected trainings, as indicated in the Work Plan.
- 2.1.60. The selected Vendor must schedule and participate in weekly project status meetings, and provide notes from the meetings to DCYF within three (3) business days from the date of the meeting.

Materials and Location

- 2.1.61. The selected Vendor must provide and maintain all materials and equipment used for all trainings and events.
 - 2.1.61.1. Materials must be prepared and delivered in advance, and any equipment set up and tested, to ensure training/events begin on time.
- 2.1.62. The selected Vendor must prepare all training and event locations prior to the training and return the space to its original set up, including removing any supplies, training items, and food. The Vendor is not responsible for cleaning (mopping, dusting, or trash removal) before or after the training.
- 2.1.63. The selected Vendor must provide and maintain all required training materials and equipment for learning sessions.

Staffing and Staff Training

- 2.1.64. The selected Vendor must hire sufficient staff to implement a high quality, comprehensive, competency-based training program and to provide logistical and staff support for the training and professional development programs delivered. These employees must have the ability to work closely with the BPSD Training Administrator or designee, DCYF staff, and other participants as appropriate and necessary to accomplish all program goals of this training project.
- 2.1.65. The selected Vendor's staffing plan must include sufficient expertise and support, including, but not limited to, the following areas:
 - 2.1.65.1. Program administration, with adult learning education and program background.
 - 2.1.65.2. Quality assurance, including program evaluation.
 - 2.1.65.3. Program/learning session/event planning and coordination.
 - 2.1.65.4. Curriculum development.
 - 2.1.65.5. Instructional design.
 - 2.1.65.6. Trainer/coaches for all DCYF staff.
 - 2.1.65.7. Information Technology and technical equipment support.
 - 2.1.65.8. Family voice and lived experience integration in child welfare staff development.
- 2.1.66. The selected Vendor must provide instructors/facilitators with learning and content area expertise and experience who are qualified to effectively deliver both classroom learning and group/individual coaching on curriculum content, in collaboration with, and as approved by, DCYF.

- 2.1.67. The selected Vendor must demonstrate an in-depth understanding of Implementation Science and of the Continuous Quality Improvement cycle.
- 2.1.68. The selected Vendor must provide their staff trainings that include organizational effectiveness models, leadership, coaching and mentoring, and DCYF best practices.
- 2.1.69. The selected Vendor must ensure qualified facilitators/coaches are available to deliver each learning session.
 - 2.1.69.1. The selected Vendor must ensure all trainers are qualified to teach specific courses/topics. These trainer/coaches must possess a minimum of three (3) to five (5) years' experience in the health and human services field or as a caregiver family or residential provider (as appropriate to the course topic) with additional experience as a trainer/educator.
 - 2.1.69.1.1. As needed, and with DCYF's recommendation and approval, the Vendor must provide support and development of trainers.
- 2.1.70. The selected Vendor must provide training for their own staff on topics that must include, but are not limited to:
 - 2.1.70.1. Organizational functioning.
 - 2.1.70.2. Culture and climate.
 - 2.1.70.3. DCYF practices.
 - 2.1.70.4. Federal regulations for inclusion that must include, but are not limited to:
 - 2.1.70.4.1. Safety and security on the job.
 - 2.1.70.4.2. Child and Family Services Review.
 - 2.1.70.4.3. DCYF Practice Model.
 - 2.1.70.4.4. DCYF Strategic Priorities.
 - 2.1.70.4.5. Solution Based Casework.
 - 2.1.70.4.6. Adoption of evidence-based practices, such as trauma-informed approaches.

Conferences

Annual Staff and Stakeholder Conference

- 2.1.71. The selected Vendor must design, develop, and coordinate a two (2) day annual conference, alternating modalities between in-person and virtual, as directed by DCYF, for DCYF staff and other community stakeholders, in collaboration with DCYF.
 - 2.1.71.1. In collaboration with DCYF, support must include, but is not limited to:
 - 2.1.71.1.1. Processing payments associated with the conference.

- 2.1.71.1.2. Planning and organizing the conference.
- 2.1.71.1.3. Choosing workshops and keynote speakers in collaboration with DCYF, aligned with the DCYF-approved theme.
- 2.1.71.1.4. Coordinating the venue (in-person conferences only).
- 2.1.71.1.5. Selecting food (in-person conferences only).
- 2.1.71.1.6. Developing brochures.
- 2.1.71.1.7. Promoting the event to DCYF-approved audiences.
- 2.1.71.1.8. Tracking participant registration.
- 2.1.71.1.9. Conducting conference evaluation.
- 2.1.71.1.10. Coordination on the day of the event.

Annual Caregiver Conference

- 2.1.72. The selected Vendor must design, develop, and coordinate, in collaboration with DCYF and its stakeholders, an in-person annual conference for caregiver families.
- 2.1.73. The selected Vendor must be responsible for, but is not limited to:
 - 2.1.73.1. Processing all payments associated with the conference;
 - 2.1.73.2. Planning and organizing the conference.
 - 2.1.73.3. Choosing workshops and keynote speakers in collaboration with DCYF, aligned with the DCYF-approved theme.
 - 2.1.73.4. Coordinating the venue.
 - 2.1.73.5. Selecting food.
 - 2.1.73.6. Developing brochures.
 - 2.1.73.7. Promoting the event to DCYF-approved audiences.
 - 2.1.73.8. Tracking participant registration.
 - 2.1.73.9. Conducting conference evaluation.
 - 2.1.73.10. Coordination on the day of the event.

Annual Youth Summit

- 2.1.74. The selected Vendor must design, develop, and coordinate, in collaboration with DCYF and the NH Youth Advisory Board (YAB), an in-person annual youth summit.
- 2.1.75. The selected Vendor must be responsible for, but is not limited to:
 - 2.1.75.1. All payments associated with the conference (sole responsibility);
 - 2.1.75.2. Planning and organizing the conference.

- 2.1.75.3. Choosing workshops and keynote speakers in collaboration with DCYF, aligned with the DCYF-approved theme.
- 2.1.75.4. Coordinating the venue.
- 2.1.75.5. Selecting food.
- 2.1.75.6. Developing brochures.
- 2.1.75.7. Promoting the event to DCYF-approved audiences.
- 2.1.75.8. Tracking participant registration.
- 2.1.75.9. Conducting conference evaluation.
- 2.1.75.10. Coordination on the day of the event.

DCYF's Parent Partner Program, including Better Together Teams, Workshops, and Round Tables

- 2.1.76. The selected Vendor must collaborate with DCYF's Parent Partner Program leaders to coordinate capacity building to integrate lived experience in child welfare, including, but not limited to:
 - 2.1.76.1. Coordinating the recruitment, training, and retention of a pool of family leaders ready to partner with DCYF as practice advisors, training partners, committee members, and other roles.
 - 2.1.76.2. Strengthening and leveraging local Better Together Teams.
 - 2.1.76.2.1. The selected Vendor must have designated staff to:
 - 2.1.76.2.1.1. Actively participate in the Better Together Team meetings at all the District Offices;
 - 2.1.76.2.1.2. Coordinate family leader recruitment activities; and
 - 2.1.76.2.1.3. Support local team projects, which may include planning "family voice panels" to provide the viewpoint of lived experience to staff; planning the inclusion of family leaders in practice discussions to continuously improve staff skills and knowledge of how to engage and partner with families; and planning reunification celebrations to honor and celebrate families who reunified.
 - 2.1.76.3. Developing and implementing a plan to fairly compensate family leaders for their participation in program activities and for their contribution to projects.

- 2.1.76.4. Enhancing family voices, lived experience integration, and family empowerment by using family leaders to:
 - 2.1.76.4.1. Serve as panelists as subject matter experts;
 - 2.1.76.4.2. Serve as presenters, trainers, and facilitators;
 - 2.1.76.4.3. Serve as consultants for staff;
 - 2.1.76.4.4. Co-facilitate activities and meetings with other parents and adult caregivers; and
 - 2.1.76.4.5. Actively partner with DCYF in practice improvements, continuous quality improvement, and system-level transformation projects.
- 2.1.76.5. Creating and implementing a coaching model to develop and support family leaders to meaningfully participate in various activities and projects.
- 2.1.76.6. Establishing and maintaining records, including a master list of family leaders.
- 2.1.76.7. Maintaining regular in-person, phone, or email contact with family leaders to sustain their engagement and inclusion in the work, and to share agenda planning and ongoing communications.
- 2.1.76.8. Planning and facilitating bimonthly (every other month) Parent Partner Program Steering Committee meetings, together with the Parent Partner Program Administrator, to provide oversight to lived experience integration and mobilize members into action.

Better Together Workshops

- 2.1.76.9. The selected Vendor must plan and deliver in-person and virtual Better Together Workshops:
 - 2.1.76.9.1. **In-person:**
 - 2.1.76.9.1.1. As part of the DCYF Core Academy; and
 - 2.1.76.9.1.2. For foster parents, four (4) annually.
 - 2.1.76.9.2. Workshop planning and delivery must include:
 - 2.1.76.9.2.1. Selecting venue;
 - 2.1.76.9.2.2. Registering family leaders;
 - 2.1.76.9.2.3. Securing breakfast and lunch for participants via catering services;
 - 2.1.76.9.2.4. Participating in preparatory meetings;

- 2.1.76.9.2.5. Ensuring needed supplies are on site;
- 2.1.76.9.2.6. Coordinating venue setup;
- 2.1.76.9.2.7. Providing designated staff to support co-leads during workshops;
- 2.1.76.9.2.8. Collecting evaluations from participants; and
- 2.1.76.9.2.9. Returning supplies to storage.
- 2.1.76.9.3. **Virtual**, as part of the DCYF Core Academy, including:
 - 2.1.76.9.3.1. Hosting the virtual event;
 - 2.1.76.9.3.2. Registering family leaders;
 - 2.1.76.9.3.3. Participating in preparatory meetings;
 - 2.1.76.9.3.4. Ensuring needed resource materials are accessible, such as reference documents;
 - 2.1.76.9.3.5. Providing designated staff to support co-leads during workshops; and
 - 2.1.76.9.3.6. Collecting evaluations from participants.

Better Together Round Tables

- 2.1.76.10. The selected Vendor must plan and deliver in-person or virtual Better Together Round Tables that are in-person or virtual, at the direction of DCYF:
 - 2.1.76.10.1. Four (4) annually, for residential providers;
 - 2.1.76.10.2. Four (4) annually, for DCYF seasoned staff as a “refresher”; and
 - 2.1.76.10.3. Four (4) annually, for birth parents and foster parents.

Court Improvement Project

- 2.1.77. The selected Vendor must assist the Court Improvement Project (CIP) with the coordination of up to two (2) trainings to update staff on protocols relative to abuse and neglect cases, and permanency planning during a two (2) year period, as needed, which must include DCYF staff as a portion of the audience.
- 2.1.78. The selected Vendor must be responsible for the following duties for the two (2) trainings, including, but not limited to:

- 2.1.78.1. Assisting with program planning.
- 2.1.78.2. Assisting with venue coordination.
- 2.1.78.3. Preparing and paying for copying learning materials.
- 2.1.78.4. Tracking participant registration.
- 2.1.78.5. Coordination on the day of the event.

Data and Data Collection

- 2.1.79. The selected Vendor must be responsible for both professional development and learning program data collection, with particular attention to data, including, but not limited to:
 - 2.1.79.1. Location.
 - 2.1.79.2. Number and demographic information regarding attendees.
 - 2.1.79.3. Individual learning session records for all DCYF staff, caregiver families, and residential staff, as applicable.
 - 2.1.79.4. Facilitator/coaches.
 - 2.1.79.5. Courses/learning sessions offered.
 - 2.1.79.6. Learning attendance costs, to include per participant costs.
 - 2.1.79.7. Learning evaluations, linked to practice outcomes.
 - 2.1.79.8. All learning session attendance requirements (certificates/attendance/completion).
 - 2.1.79.9. A combination of satisfaction and performance data.
 - 2.1.79.10. Curriculum archiving in DHHS storage solutions.

Expense Reimbursement

- 2.1.80. The selected Vendor must pay for all approved in-state and out-of-state travel-related expenses for DCYF staff, for non-DCYF professional development opportunities (e.g. Attorneys General Conference). This includes registration costs, mileage, tolls, meals, hotel, and related costs, in accordance with the NH Department of Administrative Services' Manual of Procedures (MOP) 1301, *Reimbursement of Travel*. that is in effect at the time of contract (<https://www.das.nh.gov/mop/Documents/MOP/MOP%201301.pdf>).
- 2.1.81. The selected Vendor must manage reimbursement of childcare expenses incurred by caregiver families in order to attend trainings.
- 2.1.82. The selected Vendor must request documentation required for reimbursement.

Course, Participant, and Transfer of Learning Evaluations

Course Evaluation

- 2.1.83. The selected Vendor, in collaboration with DCYF, must develop and maintain an evaluation system/structure for every training delivered to participants using best practice learning evaluation methodologies.
- 2.1.84. The selected Vendor must ensure the evaluation system has a learning delivery that is aligned with:
 - 2.1.84.1. DCYF mission statement;
 - 2.1.84.2. DCYF Practice Model; and
 - 2.1.84.3. DCYF Strategic Priorities.
- 2.1.85. The evaluation system must be approved by the DCYF BPSD Training Administrator or designee.

Participant Evaluation

- 2.1.86. The selected Vendor must evaluate the competency-based learning opportunities via:
 - 2.1.86.1. Participant reaction questionnaires after every training event, including behavioral anchors;
 - 2.1.86.2. Pre- and post-knowledge and skills test before and after any online training, regardless of length;
 - 2.1.86.3. Pre- and post-knowledge and skills test before and after all pre-service trainings; and
 - 2.1.86.4. Pre- and post-knowledge and skills test before and after all ongoing training longer than one (1) day.

Transfer of Learning (TOL) Evaluation

- 2.1.87. The selected Vendor must evaluate transfer of learning for pre-service trainings at minimum using a tool such as the Curry, et al. (2011) TOL Scale, but preferably adding additional measures of transfer of learning as part of the coaching and mentoring program.
- 2.1.88. The selected Vendor must link the gain in knowledge and skills and TOL to practice behaviors, as demonstrated in case practice reviews, and to outcomes for children.

Reporting Requirements

Monthly Reports

- 2.1.89. The selected Vendor must submit monthly written reports to ensure tasks and activities are delivered in accordance with the DCYF-approved Work Plan. Reports must include, but are not limited to:
 - 2.1.89.1. A summary of the key work performed during the monthly period.
 - 2.1.89.2. Encountered and foreseeable key issues and problems, partnered with mitigation strategies.
 - 2.1.89.3. Scheduled work for the upcoming period, including progress on the Work Plan.

- 2.1.90. The reports are due within ten (10) days of the conclusion of each month.
- 2.1.91. The reports must be submitted to the BPSD Training Administrator or designee.

Quarterly Reports

- 2.1.92. The selected Vendor must submit quarterly written reports. Reports must include, but are not limited to:
 - 2.1.92.1. Registration and attendance data for each learning session.
 - 2.1.92.2. Curriculum/topics developed, updated, or worked on, and evaluation results for that quarter, which are specifically linked to performance outcomes.
- 2.1.93. The reports are due within thirty (30) days of the conclusion of each quarter.
- 2.1.94. The reports must be submitted to the BPSD Training Administrator or designee.
- 2.1.95. Note: There are four (4) quarters within each SFY:
 - 2.1.95.1. Q1: July 1 through September 30;
 - 2.1.95.2. Q2: October 1 through December 31;
 - 2.1.95.3. Q3: January 1 through March 31; and
 - 2.1.95.4. Q4: April 1 through June 30.

End-of-Year Reports

- 2.1.96. The selected Vendor must submit end-of-year (following Q4) written reports. Reports must include, but are not limited to:
 - 2.1.96.1. A complete program overview.
 - 2.1.96.2. Accomplishments towards program goals and performance measures linked to outcomes.
 - 2.1.96.3. Registration and attendance during the report year.
 - 2.1.96.4. Learning needs assessments gathered during the report year.
 - 2.1.96.5. Learning session(s) evaluation results.
 - 2.1.96.6. Program cost effectiveness, which must include costs per attendee and/or course.
 - 2.1.96.7. The selected Vendor must submit one (1) electronic copy and ten (10) hard copies of the report to the BPSD Training Administrator or designee within sixty (60) days of the end of the SFY.

Other reports

- 2.1.97. The selected Vendor may be required to provide other data and metrics to the Department in a format specified by the Department.

Performance Measures

- 2.1.98. The selected Vendor's performance will be measured based on:
- 2.1.98.1. Feedback on pre- and post-training satisfaction and engagement surveys;
 - 2.1.98.2. Number of trainings conducted in accordance with the number of required hours or series as designated in Paragraphs 2.1.30. to 2.1.55.;
 - 2.1.98.3. The selected Vendor's participation in planning and implementation meetings;
 - 2.1.98.4. Timely responsiveness to Department requests and concerns;
 - 2.1.98.5. Communication and collaboration with the Department;
 - 2.1.98.6. Use of adult learning principles; and
 - 2.1.98.7. Ability to address various learning styles.

Mandatory Questions

2.1.99. In response to this solicitation, Vendors must respond to the Mandatory Questions (listed in Paragraph 2.1.100.) in Appendix D, Technical Responses to Questions.

2.1.100. Mandatory Questions:

Q1 *Provide your proposed approach to meeting the requirements in the scope of services, including:*

- Your method for assessing individual and DCYF training needs;
- Your process for leading each of the outlined activities showing your approach to collaboration with DCYF staff;
- How you will research and develop all curricula;
- How you will ensure content is reflective of current best practices and/or evidence-informed, with a primary emphasis on adult learning modalities, and at what frequency;
- How this content will be included in pre-service, in-service, and caregiver-ongoing training, for both new and experienced staff and for non-State employees, including proposed tools for registration and attendance, tracking and maintaining training data and curriculum, and providing an LMS for non-State employees; and
- Provide your Work Plan with projected timeframes.

Q2 *What is your experience with developing and implementing curricula, delivering training programs and planning and facilitating conferences? Describe your knowledge of child welfare and how it will influence curricula for both staff and caregivers.*

Q3 *Describe your capacity to develop and deliver new and updated curriculum with particular attention to skill building opportunities and experiential components.*

- Q4 Describe your Project Management methodology and how it will be applied to meet the requirements in this RFP.*
- Q5 Describe your proposed staffing plan, including an organizational chart, resumes for key staff, and job descriptions for any vacant positions.*
- Q6 Describe in detail the evaluation system/structure that you propose to use. Include in your description the overall evaluation design, methods utilized, and measures proposed that will be implemented, as well as your quality assurance and quality improvement process. Explain how you will evaluate the effectiveness and impact of training provided.*

Finance

- 2.1.101. The selected Vendor must complete Appendix E, Budget Sheet and Program Staff List, for each State Fiscal Year (July 1 through June 30). This is not a low cost award.
 - 2.1.101.1. The selected Vendor must include a 25% match on proposed funds in Appendix E, Budget Sheet and Program Staff List.
 - 2.1.101.2. The Department's access to supporting federal funding for this partnership is dependent upon the selected Vendor meeting match and funding requirements as listed in the U.S. Department of Health and Human Services, Administration for Children and Families, Child Welfare Policy Manual, Section 8.1.
 - 2.1.101.3. The selected Vendor must also ensure that they comply with The Social Security Act, Title IV, Part E, Section 477, relative to allowable funding uses when accessing John H. Chafee Foster Care Independence Program Grant funding through this contract.
- 2.1.102. The selected Vendor must provide a Budget Narrative that explains the specific line item costs included in Appendix E, Budget Sheet and Program Staff List, and their direct relationship to meeting the objectives of this RFP. The Budget Narrative must explain how each position included in Appendix E, Budget Sheet and Program Staff List, pertains to the proposal and what activities they will perform.
- 2.1.103. Funds are anticipated to be available in the State Fiscal Years 2024 through 2027 with the ability to adjust encumbrances between state fiscal years, if needed and justified.
- 2.1.104. Payment for services will be made on a monthly basis based on the approved budgets, which will be included in the resulting contract.
- 2.1.105. 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.

3. SOLICITATION RESPONSE EVALUATION

3.1. Overview

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
Approach/Work Plan (Q1)	200 Points
Experience/Knowledge (Q2)	100 Points
Capacity (Q3)	100 Points
Project Management (Q4)	100 Points
Staffing (Q5)	100 Points
Evaluation (Q6)	100 Points
Total Technical Response Score	700 Points

COST PROPOSAL	POSSIBLE SCORE
Vendor Cost	150 Points
Budget Sheet and Program Staff List (Appendix E)	150 Points
Total Cost Score	300 Points

MAXIMUM POSSIBLE SCORE	1,000 Points
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3.2. Preliminary Scoring of Technical Responses

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 **350** 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. Vendor Cost Evaluation

3.3.1. **Vendor Cost Evaluation:** 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 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 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.

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

3.4. Vendor Budget Evaluation Criteria

3.4.1. The Budget Sheet and Program Staff List (Attachment E) will be scored based on the following criteria:

Points	Criteria
0-50	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.
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.
	Costs relative to outcomes are adequate and meet the objectives of RFP.
101-150	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. Questions and Answers

4.1.1. Vendors' Questions

- 4.1.1.1. 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.
- 4.1.1.2. 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.
- 4.1.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 4.1.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3., Procurement Timetable.

4.1.2. Department Responses

- 4.1.2.1. 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.

4.1.3. Exceptions

- 4.1.3.1. 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.
- 4.1.3.2. 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.
- 4.1.3.3. 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.

4.1.4. Solicitation Amendment

- 4.1.4.1. 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-2024-DCYF-01-PROFE (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 Subsection 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 must 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 Subsection:

- 6.3.1. Appendix B, Culturally and Linguistically Appropriate Services (CLAS) Requirements.
- 6.3.2. Appendix C, Transmittal Letter and Vendor Information, including:
 - 6.3.2.1. Vendor Code Number. Prior to executing any resulting contract, the selected Vendor 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 C if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>.

- 6.3.3. Appendix D, Technical Response to Questions.
- 6.3.4. Appendix I, IT Requirements Workbook.
- 6.3.5. Resumes. Vendors must provide resumes for those key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this Solicitation. Vendors must redact all personal information from resumes.

6.4. Cost Proposal Contents

- 6.4.1. Appendix E, Budget Sheet and Program Staff List. Vendors must complete an Appendix E, Budget Sheet and Program Staff List, including the Budget Narrative column, 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 must not be considered eligible for an award under this solicitation.

7.5. Property of Department

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

7.6. Solicitation Response Withdrawal

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

7.7. Confidentiality

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

7.8. Public Disclosure

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

7.8.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this solicitation should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the person listed as the point of contact for this solicitation, identifying the specific page number and section of the information considered to be confidential, commercial or financial and providing the rationale for each designation. Marking or designating an entire submission, attachment or section as confidential must 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 must 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 must 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 must first assess what information it is obligated to

release. The Department will then notify the Vendor that a request has been made, indicate what, if any, information the Department has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the response. To halt the release of information by the Department, a Vendor must initiate and provide to the Department, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

- 7.8.6. By submitting a response to this solicitation, Vendors acknowledge and agree that:
- 7.8.7. The Department may disclose any and all portions of the response or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this solicitation;
- 7.8.8. The Department is not obligated to comply with a Vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and
- 7.8.9. The Department may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

7.9. Electronic Posting of RFP Results and Resulting Contract

- 7.9.1. At the time of receipt of responses, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this solicitation, the Department will post the name, rank or score of each responding Vendor. In the event that the resulting contract does not require Governor & Executive Council approval, the Agency will disclose the rank or score at least five (5) business days before final approval of the contract.
- 7.9.2. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to Governor & Executive Council 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 Governor & Executive Council 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 must 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 must 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, all submitted solicitation responses remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Vendor, the evaluation team may recommend another Vendor. The Department will not contact 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 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 must be borne entirely by the Vendor.

7.17. Protest of Intended Award

Any challenge of an award made or otherwise related to this solicitation must 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, must 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 must 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 must 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, must be disqualified from submitting a response to this solicitation, or similar request for submission and every such Vendor must 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 must note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, must be deleted from the list.

7.20. Liquidated Damages

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

8. COMPLIANCE

- 8.1. The selected Vendor must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 8.2. The selected Vendor may be required to participate in monitoring activities for the resulting contract, at the sole discretion of the Department, including, but not limited to:
 - 8.2.1. Site visits.
 - 8.2.2. File reviews.
 - 8.2.3. Staff training.

8.3. Records

- 8.3.1. The selected Vendor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
 - 8.3.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the selected Vendor in the performance of the resulting contract, and all income received or collected by the selected Vendor.
 - 8.3.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.3.2. During the term of the resulting contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the resulting contract for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the selected Vendor) as costs hereunder the Department must retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor.

8.4. Culturally and Linguistically Appropriate Services

- 8.4.1. 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.
- 8.4.2. Vendors are required to complete Appendix B, 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.
- 8.4.3. If awarded a contract, the selected Vendor 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 permitting any individual to provide services under the resulting Agreement, the selected Vendor must ensure that said individual has undergone:
 - 8.5.1.1. 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 the resulting Agreement;
 - 8.5.1.2. 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 the resulting Agreement; and
 - 8.5.1.3. 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 the resulting Agreement.

8.6. Confidential Data

- 8.6.1. The selected Vendor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Exhibit K, DHHS Information Security Requirements.
- 8.6.2. The selected Vendor must comply with the confidentiality provisions of RSA 170-G:8-a. All information regarding DCYF clients, client families, foster families, and other involved individuals that the selected Vendor may learn about is strictly confidential and must not be discussed with anyone except DCYF's personnel in the performance of contracted services.
- 8.6.3. The selected Vendor must maintain and secure all learning materials in a confidential area, including, but not limited to:
 - 8.6.3.1. Any and all case scenarios.
 - 8.6.3.2. Photographs.
 - 8.6.3.3. Case information.
 - 8.6.3.4. Learning data.
 - 8.6.3.5. Learning records of attendees made available through the resulting contract.
- 8.6.4. The selected Vendor must ensure any staff and/or volunteers 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 Exhibit K, The selected Vendor must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor must provide attestations upon Department request.
- 8.6.5. 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:

- 8.6.5.1. How PII is gathered and stored;
 - 8.6.5.2. Who will have access to PII;
 - 8.6.5.3. How PII will be used in the system;
 - 8.6.5.4. How individual consent will be achieved and revoked; and
 - 8.6.5.5. Privacy practices.
- 8.6.6. 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. Department Owned Devices, Systems and Network Usage

- 8.7.1. If Contractor 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:
- 8.7.1.1. 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;
 - 8.7.1.2. 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 must they access or attempt to access information without having the express authority of the Department to do so;
 - 8.7.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 8.7.1.4. 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;
 - 8.7.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 8.7.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
 - 8.7.1.7. 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.”

- 8.7.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 8.7.1.9. Agree when utilizing the Department’s email system:
 - 8.7.1.9.1. To only use a Department email address assigned to them with a “@ affiliate.DHHS.NH.Gov”.
 - 8.7.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 8.7.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

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.”
- 8.7.1.10. 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:
 - 8.7.1.10.1. Complete the Department’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 8.7.1.10.2. 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.
- 8.7.1.11. The selected Vendor must agree End Users will only access the Department intranet to view the Department’s Policies and Procedures and Information Security webpages.
- 8.7.1.12. The selected Vendor must agree that if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 8.7.1.13. 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.

8.7.2. Workspace Requirement

8.7.2.1. If applicable, the Department will work with selected Vendor to determine requirements for providing necessary workspace and Department equipment for its End Users.

8.8. Contract End-of-Life Transition Services

8.8.1. General Requirements

8.8.1.1. 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 must 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 must provide the DTP template to the Contractor.

8.8.1.2. The Contractor 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.

8.8.1.3. 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.

8.8.1.4. The internal planning of the Transition Services by the Contractor and its End Users must be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services must be deemed to be Services for purposes of this Contract.

- 8.8.1.5. 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.
- 8.8.1.6. 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 Exhibit K: DHHS Information Security Requirements.
- 8.8.2. Completion of Transition Services
 - 8.8.2.1. Each service or Transition phase must 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.
 - 8.8.2.2. 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 Exhibit K: DHHS Information Security Requirements.
- 8.8.3. Disagreement over Transition Services Results
 - 8.8.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department must 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 must discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department must be entitled to initiate actions in accordance with the Contract.

8.9. Website and Social Media

- 8.9.1. 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.
- 8.9.2. The selected Vendor agrees 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 Exhibit K: Department Information Security Requirements and Exhibit I: DHHS 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 Contractor

agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

8.9.3. State of New Hampshire's Website Copyright

8.9.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, must remain with the State of New Hampshire. The State of New Hampshire must 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 must, where applicable, display the State of New Hampshire's copyright.

8.10. Audit Requirements

8.10.1. The selected Vendor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.10.1.1. 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.

8.10.1.2. 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.

8.10.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.10.2. If Condition A exists, the selected Vendor must 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.

8.10.3. If Condition B or Condition C exists, the selected Vendor must submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.

8.10.4. 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.

8.10.5. 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 must be held liable for any state or federal audit exceptions and must 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

- Appendix A:** Form P-37 General Provisions and Standard Exhibits
- Appendix B:** Culturally and Linguistically Appropriate Services (CLAS) Requirements
- Appendix C:** Transmittal Letter and Vendor Information
- Appendix D:** Technical Response to Questions
- Appendix E:** Budget Sheet and Program Staff List
- Appendix F:** DCYF Practice Model
- Appendix G:** DCYF Core Academy
- Appendix H:** DCYF Strategic Priorities
- Appendix I:** IT Requirements Workbook