



State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS

FOR

Health Care Coordination for Children with Special Health
Care Needs

RFP-2024-DLTSS-01-HEALT

RELEASE DATE: March 7, 2023

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1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division of Long Term Supports and Services, Bureau for Family Centered Services, (“Department”) is seeking responses to this Request for Proposals (solicitation) from qualified Vendors to enhance the system of care with community-based, family centered care coordination for children with special healthcare needs (CSHCN), birth to twenty-one (21) years of age, and their families.

The Department anticipates awarding a minimum of one (1) contract per region and may award additional contracts in a region at its discretion to ensure sufficient statewide coverage, as identified in NH Administrative Rule He-M 523.12 Family Support Services, to Children and Young Adults with Chronic Health Conditions, Designation of Regional Boundaries, Table 523-1, for the services in this solicitation. **Applicants are required to submit separate applications for each region, if proposing to serve more than one (1) region.**

The Department estimates that each selected Vendor will serve approximately sixty-five (65) to one hundred sixty-five (165) individuals and their families, depending on the population of CSHCN in the region.

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	July 1, 2023	
Contract End Date	June 30, 2025	
Renewal Options	The Department may extend contracted services for up to four (4) additional years.	
Funding for the resulting contract(s) is anticipated to be approximately:	\$1,045,000 total, inclusive of all contracts awarded. Approximately \$80,000 of which will be available as a shared price limitation for approved environmental modifications and reimbursement to eligible families for health related expenses.	
Funding Source	The Department anticipates using Federal and General funds for resulting contract(s).	
	Assistance Listing #	93.994 93.667
	Award Name	Title V Block Grant Social Services Block Grant
Match Requirements	N/A	
Point of Contact	Alex Rainey, Contract Specialist Alex.D.Rainey@dhhs.nh.gov 603-271-9284	

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	3/6/2023
2.	Letter of Intent Submission Deadline (optional)	3/13/2023
3.	Vendors Conference Date (Optional)	3/20/2023 1:00PM
4.	Questions Submission Deadline	3/27/2023 12:00PM
5.	Department Response to Questions Published	4/3/2023
6.	Vendor Solicitation Response Due Date	4/17/2023 12:00PM

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Division of Long Term Supports and Services, Bureau for Family Centered Services

The 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 Bureau for Family Centered Services (BFCS) is guided by the federal Maternal and Child Health Bureau’s (MCHB) goal to provide leadership in building and promoting community-based systems of services that are family-centered, comprehensive, coordinated, and culturally competent statewide. The mission of BFCS is to identify and integrate supports that assist families, providers, and communities to meet the unique challenges of CSHCN.

1.4.2. Objective

CSHCN and their families in New Hampshire lack community and individualized supports, which would help to prevent them from entering institutional care. This program seeks to

strengthen systems of care, improve health outcomes and reduce caregiver and patient burden by assisting CSHCN and their families to be able to get the health care and family support that they need, and remain more independently within their communities. This will be accomplished through community-based health care coordination services for CSHCN that incorporate the following components:

- 1.4.2.1. Screening, identification, and assessment of a child's needs to provide the foundation for effective, high-quality care coordination.
 - 1.4.2.2. Shared Care plan to provide a roadmap and an accountability system for integrating care based on family needs and priorities identified in the assessment.
 - 1.4.2.3. Team-based communication between members of the team that is timely, efficient, respectful, and culturally sensitive.
 - 1.4.2.4. Education, coaching, and training for CSHCN, families and care teams to empower CSHCN and their families and advance their well-being.
 - 1.4.2.5. Training and supervision of care team members.
 - 1.4.2.6. Health care transition planning across the systems of care for CSHCN and their families.
- 1.4.3. **Covered Populations**
- 1.4.3.1. The population to be served will include CSHCN, from birth to twenty-one (21) years of age, and their families who:
 - 1.4.3.1.1. Reside in New Hampshire; and
 - 1.4.3.1.2. Are or have a parent/guardian who is a US citizen or legal resident alien, as defined in He-M 520.03.
 - 1.4.3.2. The selected Vendor(s) must accept cases assigned by BFCS following eligibility determination completed at the state office.

1.5. Terminology

Health Care Coordination - Patient and family-centered, assessment-driven, team-based activities designed to meet the needs of children and youth that address interrelated medical, social, developmental, behavioral, educational and financial needs to achieve optimal health and wellness outcomes and efficient delivery of health-related services and resources both within and across systems (National Academy of State Health Policy, 2020.)

Children with Special Healthcare Needs (CSHCN) – Children with special health care needs (CSHCN) are defined as "...those who have or are at increased risk for chronic physical, developmental, behavioral, or emotional conditions and who also require health and related services of a type or amount beyond that required by children generally" (RSA 132:13).

Culturally Sensitive - Awareness and appreciation of the values, norms, and beliefs characteristic of a cultural, ethnic, racial, or other group that is not one's own, accompanied by a willingness to adapt one's behavior accordingly. For the purposes of this solicitation,

services delivered in a culturally competent, linguistically appropriate, and accessible manner to best serve CYSHCN and their families.

Environmental Modification – The physical adaptation to the private residence of an individual or individual’s family or to a vehicle that is the individual’s primary means of transportation. Such adaptations are considered necessary to ensure the health, welfare and safety of the individual. Examples include a ramp to enter the home, widening of doorways within the home, or the addition of a handicap accessible shower.

Family-Centered – A belief and approach that families are co-creators of the care coordination processes and are active, core partners in decision making. As members of the care team, families and youth partner with health care coordinators and work together to build trusting relationships.

Health Care Transition - The process of moving from a child/family-centered model of health care to an adult/patient-centered model of health-care, with or without transferring to a new clinician. It involves planning, transfer, and integration into adult-centered health care (<https://www.gottransition.org/six-core-elements/>).

Health Summary – Includes medical and behavioral health history, family preferences and strengths, treating providers, medications, immunizations, personal, educational, behavioral, and social circumstances

Maternal and Child Health Bureau (MCHB) – A federal program that focuses on improving the health of America’s mothers, children, and families, including CSHCN.

Medical Home - A physician, primary care provider or clinic that is known to the eligible recipient and recipient’s family as the source for the recipient’s preventive and primary care services, continuity of care, access to acute health needs 24-hours a day, and appropriate treatment or referral for specialty care, other health and health-related services. Care is comprehensive, family-centered, coordinated, compassionate, and culturally effective.

Shared Care Plan – A dynamic document addressing clinical, functional and social service needs identified in an assessment. The plan describes the child’s health status, goals, action steps, care team, anticipated needs, referrals and linkages to services, and follow-up intervals. The plan enables continuity and incorporates the child and family’s strengths and preferences.

2. STATEMENT OF WORK

2.1. Scope of Services

- 2.1.1. The selected Vendor(s) must provide community-based health care coordination including family support for CSHCN and their families that is:
 - 2.1.1.1. Based on the premise of health equity, that all children and families should have an equal opportunity to attain their full health potential, and no barriers should exist to prevent children and their families from achieving this potential.
 - 2.1.1.2. Provided to improve their ability to navigate the complexities and manage the unique challenges of having a chronic condition or caring for a CSHCN.

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- 2.1.2. The selected Vendor(s) must ensure services are available throughout the proposed region(s) to be covered.
- 2.1.3. The selected Vendor(s) must adhere to all applicable legislative and programmatic requirements when providing services.
- 2.1.4. The selected Vendor(s) must maintain compliance with applicable federal and state regulations, policies, and procedures set forth by the Department.
- 2.1.5. The selected Vendor(s) must ensure that health care coordination services include, but are not limited to:
 - 2.1.5.1. Promotion of family-centered, coordinated, ongoing comprehensive care within a medical home;
 - 2.1.5.2. Coordination of home and community based supports, which may include, but is not limited to:
 - 2.1.5.2.1. Primary and specialty care services;
 - 2.1.5.2.2. Home-based services;
 - 2.1.5.2.3. Transportation;
 - 2.1.5.2.4. Linguistic services;
 - 2.1.5.2.5. Care continuity activities that address the unique needs of CSHCN;
 - 2.1.5.2.6. Respite care and campership resources;
 - 2.1.5.2.7. Environmental Modifications;
 - 2.1.5.2.8. Financial Assistance;
 - 2.1.5.2.9. Family Education and Leadership Development; and
 - 2.1.5.2.10. Family Council activities.
 - 2.1.5.3. Assistance for families to manage the impact of their child's condition at home and avoid more costly residential/institutional settings;
 - 2.1.5.4. Activities that empower children and families to advance their wellbeing;
 - 2.1.5.5. Care coordination assessments for strengths, needs, and goals to be incorporated in a shared care plan;
 - 2.1.5.6. Financial assistance to eligible recipients for health-related services, in accordance with NH Administrative Rule He-M 520.06, which requires prior approval by the Department.
 - 2.1.5.7. Financial assistance to eligible recipients for Environmental Modifications, which require prior approval by the Department; and

- 2.1.5.8. Financial assistance to eligible recipients based on needs and availability of funds, in accordance with NH Administrative Rule He-M 523.06(b).
- 2.1.6. The selected Vendor(s) must ensure services are provided in alignment with the six (6) domains of the National Care Coordination Standards for CSHCN found at the National Academy for State Health Policy: <https://www.nashp.org/national-care-coordination-standards-for-children-and-youth-with-special-health-care-needs/.currently> in effect and as may be amended.
- 2.1.7. **Domain 1: Identification, Screening, and Assessment**
 - 2.1.7.1. The selected Vendor(s) must initiate contact with the with the CSHCN and their families, to determine preliminary planning for services needed, within five (5) business days of notification of eligibility by the Department.
 - 2.1.7.2. The selected Vendor(s) must conduct care coordination assessments using a Department-approved tool, in collaboration with each CSHCN and their family, within fifteen (15) business days of being notified of eligibility and at least annually, to inform the development of a plan of care and monitor progress.
 - 2.1.7.3. The selected Vendor(s) must ensure individuals fourteen (14) years of age and older and/or their parent/guardian, complete the Transition Readiness Assessment Questionnaire (TRAQ) and set transition goals, at the time of their initial assessment and annually.
 - 2.1.7.4. The selected Vendor(s) must ensure respite needs are assessed and documented as part of care coordination assessments in 2.1.5.5.
 - 2.1.7.5. The selected Vendor(s) must ensure data is entered and case records are maintained in the Department's on premise Data System, Special Medical Services/Partners in Health, also known as SMS/PIH Data system, within five (5) business days of receipt of information or an encounter, as required by the Department.
 - 2.1.7.6. The selected Vendor(s) must ensure the following data is collected and maintained, including, but not limited to:
 - 2.1.7.6.1. Discharge information.
 - 2.1.7.6.2. Encounters, assessments of needs and individual's goals, referrals and encounter/progress notes.
 - 2.1.7.6.3. Uploading of documents including, but not limited to:
 - 2.1.7.6.3.1. Assessments outlined in section 2.1.7.2. of this RFP and the Transition Readiness Assessment Questionnaire (TRAQ) for children ages 14 years of age and older.

- 2.1.7.6.3.2. Referral forms.
- 2.1.7.6.3.3. Releases.
- 2.1.7.6.3.4. Waiver requests and approvals, if applicable.
- 2.1.7.6.3.5. Financial assistance authorizations/approvals.
- 2.1.7.6.3.6. Guardianship paperwork, if applicable.
- 2.1.7.6.3.7. Shared Care Plans.
- 2.1.7.6.3.8. Evaluations.

2.1.8. Domain 2: Shared Care plan

- 2.1.8.1. The selected Vendor(s) must ensure each child assigned to the program has a family-centered shared care plan. The plan must be shared with the enrolled participant, and/or their family or guardian, if under the age of eighteen (18), as well as other key team members identified in the plan. This plan must include, but is not limited to:
 - 2.1.8.1.1. A Health Summary;
 - 2.1.8.1.2. Long- and short-term goals that are specific, measurable, achievable, relevant and time specific (SMART);
 - 2.1.8.1.3. Upcoming medical and social service transitions;
 - 2.1.8.1.4. Emergency and disaster plans;
 - 2.1.8.1.5. The individuals responsible for providing specific services;
 - 2.1.8.1.6. The services/activities established to meet the goal and their frequency and duration; and
 - 2.1.8.1.7. Plans for follow-up, monitoring, and reassessment that include measureable steps and benchmarks.
- 2.1.8.2. The selected Vendor(s) must ensure the shared care plan is:
 - 2.1.8.2.1. Uploaded to the SMS/PIH Data system, and reassessed as needed, and/or at a minimum of every six (6) months.
 - 2.1.8.2.2. Shared with the enrolled participant, the family/guardian when applicable, and other key team members identified in the plan, with consent.
 - 2.1.8.2.3. Completed in conjunction with families, to ensure they are central members in care planning activities.

2.1.8.3. The selected Vendor(s) must assist families in achieving goals of the shared care plan.

2.1.9. **Domain 3: Team-Based Communication**

2.1.9.1. The selected Vendor(s) must ensure that communication between members of the care team is timely, efficient, respectful, and culturally sensitive, in accordance with Domain 3 of the National Care Coordination Standards for CSHCN.

2.1.9.2. The selected Vendor(s) must participate in the development of program-wide communication policies, in collaboration with the Department and in accordance with Domain 3 of the National Standards.

2.1.9.3. The selected Vendor(s) must communicate and/or coordinate services with other providers of case management / care coordination / family support services, including but not limited to:

2.1.9.3.1. Division of Behavioral Health's Community Mental Health Centers and Children's Behavioral Health Collaborative;

2.1.9.3.2. Managed Care Organizations (MCOs);

2.1.9.3.3. Schools;

2.1.9.3.4. Medical Homes/Clinics/Hospitals;

2.1.9.3.5. Area Agencies for Developmental Services;

2.1.9.3.6. Family Centered Early Supports and Services programs; and

2.1.9.3.7. Other Department programs including, but not limited to:

2.1.9.3.7.1. BFCS Nurse Consultation;

2.1.9.3.7.2. NH Family Voices;

2.1.9.3.7.3. Specialty Services for Children with Medical Complexity;

2.1.9.3.7.4. Nutrition, Feeding and Swallowing Network (NFS);

2.1.9.3.7.5. Child Development Clinics; and

2.1.9.3.7.6. Pediatric Psychiatry Consultation.

2.1.10. **Domain 4: Child and Family Empowerment and Skills Development**

2.1.10.1. The selected Vendor(s) must provide care coordination that includes education, coaching, and training for CSHCN, families/guardians and members of the care team in accordance with Domain 4 of the National Care Coordination Standards for CSHCN.

- 2.1.10.2. The selected Vendor(s) must support families and children to leverage strengths, increase understanding of the child's condition, build self-management and efficacy skills, and develop knowledge and skills to achieve identified goals.
- 2.1.10.3. The selected Vendor(s) must connect families to peer supports (e.g. family council members, mentors, support groups, condition specific organizations) to help families build confidence and competence in articulating goals and expectations.

2.1.11. **Domain 5: Care Coordination Workforce**

- 2.1.11.1. The selected Vendor(s) must employ Health Care Coordinators in accordance with Domain 5 of the National Standards of Health Care Coordination for CSHCN and whose qualifications include, at minimum:
 - 2.1.11.1.1. A Bachelor's degree; and
 - 2.1.11.1.2. Two (2) years of experience in care coordination or within community programs serving CSHCN or four (4) years of experience working with children and families.
- 2.1.11.2. The selected Vendor(s) must ensure Health Care Coordinators have the competencies needed for successful navigation across health, behavioral health, social service, and other child-serving systems.
- 2.1.11.3. The selected Vendor(s) must take into account an individual's lived experiences, or practical knowledge and understanding of navigating the health system as an important consideration in care coordination hiring.
- 2.1.11.4. The selected Vendor(s) must build capacity to meet the needs of the culturally diverse populations within the region(s) they serve which includes recruiting and maintaining a workforce that is culturally, linguistically, racially, and ethnically diverse;
- 2.1.11.5. The selected Vendor(s) must ensure each Health Care Coordinator completes a minimum of eighteen (18) hours of training each year, and maintains documentation in the form of a certificate of attendance. Training must focus on the following topics:
 - 2.1.11.5.1. Learning from and building partnerships with families;
 - 2.1.11.5.2. Motivational interviewing;
 - 2.1.11.5.3. Identification of family strengths, priorities, and goal setting;
 - 2.1.11.5.4. Care plan development;
 - 2.1.11.5.5. Cultural & linguistic competencies;
 - 2.1.11.5.6. Implicit bias;

- 2.1.11.5.7. Health insurance policies and procedures;
- 2.1.11.5.8. Confidentiality;
- 2.1.11.5.9. Health Insurance Portability and Accountability Act (HIPAA) and Family Rights and Privacy Act (FRPA) compliance training;
- 2.1.11.5.10. Health literacy;
- 2.1.11.5.11. Community-based resources;
- 2.1.11.5.12. Transition and referral process (including, but not limited to TRAQ activities); and
- 2.1.11.5.13. Education systems for CSHCN.

2.1.11.6. The selected Vendor(s) must ensure policies, procedures and mechanisms are in place, including child and family feedback, to review Health Care Coordinator and quality of health care coordination.

2.1.12. Domain 6: Care Transitions

2.1.12.1. The selected Vendor(s) must ensure facilitation of effective care transitions, including FCESS to Preschool Special Education and from pediatric to adult health care service providers in accordance with Domain 6 of the National Care Coordination Standards for CSHCN and Got Transition™.

2.1.12.2. The selected Vendor(s) must ensure that enrolled participants over the age of fourteen (14) have a health related goal incorporated within the shared care plan, as identified in 2.1.7.3.

2.1.12.3. The selected Vendor(s) must ensure that Health Care Coordinators engage in department-required training related to TRAQ and TRAQ activities.

2.1.12.4. The selected Vendor(s) must coordinate services with the Department which include, but are not limited to:

2.1.12.4.1. Participation in the planning, development and evaluation of program goals and objectives in conjunction with BFCS staff, including how best to respond to emerging issues identified by state agencies;

2.1.12.4.2. Participation with the Department in developing, implementing, and revising quality assurance and continuous quality improvement (CQI) activities and standards including but not limited to:

2.1.12.4.2.1. Caseload management; and

2.1.12.4.2.2. Nurse consultation.

2.1.12.5. The selected Vendor(s) must develop a Participant Satisfaction Survey, to be distributed to families of CSHCN after services are provided.

2.1.12.6. The selected Vendor(s) must participate in system-level activities with other State-funded projects providing case management / care coordination / family support services / systems improvement for children with special health care needs in designated areas, including, but not limited to:

2.1.12.6.1. Division of Behavioral Health's Community Mental Health Centers and Children's Behavioral Health Collaborative;

2.1.12.6.2. Bureau of Developmental Services' Area Agencies;

2.1.12.6.3. Family Centered Early Supports and Services programs; and

2.1.12.6.4. Other Department programs including, but not limited to:

2.1.12.6.4.1. Nurse Consultation;

2.1.12.6.4.2. NH Family Voices;

2.1.12.6.4.3. Specialty Services for Children with Medical Complexity;

2.1.12.6.4.4. Nutrition, Feeding and Swallowing Network;

2.1.12.6.4.5. Child Development Clinics; and

2.1.12.6.4.6. Pediatric Psychiatry Consultation.

2.2. Staffing Requirements

2.2.1. The selected Vendor(s) must establish and maintain program personnel policies and procedures that will be made accessible and available to all Vendor staff and the Department which include, but are not limited to:

2.2.1.1. Selection and dismissal of staff, volunteers and others.

2.2.1.2. Delivering or coordinating services under the provider's direction.

2.2.1.3. Procedures for supporting students/interns interested in working with CSHCN.

2.2.1.4. Procedures for verifying staff, volunteer and student training/intern qualifications.

2.2.2. The selected Vendor(s) must ensure a minimum of one (1) FTE (Full-Time Equivalent) Health Care Coordinator.

- 2.2.3. The selected Vendor(s) must identify a Lead Agency Supervisor, to act as a point of contact with the Department, and who is responsible for the following:
 - 2.2.3.1. Ensuring program activities meet contractual obligations and comply with He-M 520 and 523 including, but not limited to:
 - 2.2.3.1.1. Reviewing quarterly and annual reports;
 - 2.2.3.1.2. Ensuring data is entered and case records are maintained in the Data system within five (5) business days of receipt as required by the Department;
 - 2.2.3.1.3. Tracking expenditures;
 - 2.2.3.1.4. Ensuring distribution and collection of satisfaction surveys;
 - 2.2.3.1.5. Participating in program and financial audits; and
 - 2.2.3.1.6. Providing supervision to the Health Care Coordinator(s) including but not limited to:
 - 2.2.3.1.6.1. Ensuring training requirements are met;
 - 2.2.3.1.6.2. Providing annual evaluations.
 - 2.2.3.2. Participate in Quarterly Meetings with the Department, with date and location agreed upon by both parties.
- 2.2.4. The selected Vendor(s) must ensure the Health Care Coordinator participates in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

2.3. Finance and Program Sustainability

- 2.3.1. The selected Vendor(s) must complete Appendix D, Budget Sheet and Appendix E, Program Staff List for each State Fiscal Year (July 1 through June 30). This is not a low cost award.
- 2.3.2. The selected Vendor(s) must provide a Budget Narrative that explains the specific line item costs included in the Appendix D, Budget Sheet and their direct relationship to meeting the objectives of this RFP. The Budget Narrative must explain how each position included in Appendix E, Program Staff List pertains to the proposal and what activities they will perform.
- 2.3.3. The selected Vendor(s) must coordinate and integrate public and private funding to support the needs of CSHCN and their families who are served by Health Care Coordination which includes, but is not limited to:
 - 2.3.3.1. Developing and maintaining provider status for Targeted Case Management Billing to Medicaid.
 - 2.3.3.2. Developing and accessing an array of private funding to include grants, donations and fundraising.
- 2.3.4. The selected Vendor(s) may utilize a shared price limitation approximately \$80,000 for expenses to support eligible families, distributed by the Department

based on regional need. The selected Vendor(s) must submit a separate Appendix E, Budget Sheet and Appendix F, Program Staff List for the shared price limitation.

- 2.3.5. The selected Vendor(s) must ensure a minimum of 15% of the total program budget is earmarked for financial assistance to families, described in 2.1.5.8., and ensure not more than 30% of this funding is used to support Family Support Council activities.

2.4. Reporting

- 2.4.1. The selected Vendor(s) must submit annual reports, site review documents, and performance measures data (e.g. family satisfaction surveys) to the Department.
- 2.4.1.1. The selected Vendor(s) must submit quarterly reports, using a Department provided template, which include, but are not limited to:
- 2.4.1.1.1. Any problems, obstacles, or hindrances experienced during the previous month with a plan to address the problems, obstacles, or hindrances in the following quarter;
 - 2.4.1.1.2. Progress made on issues identified in the previous report; and
 - 2.4.1.1.3. Updated training log with certificates of attendance for all Health Care Coordinators.
- 2.4.1.2. The selected Vendor(s) must submit annual reports using a template provided by the Department, which include, but are not limited to:
- 2.4.1.2.1. Results of annual satisfaction survey;
 - 2.4.1.2.2. Performance measures;
 - 2.4.1.2.3. Success stories of services provided;
 - 2.4.1.2.4. Quality assurance and improvement activities;
 - 2.4.1.2.5. Qualitative information relative to family outcomes;
 - 2.4.1.2.6. Quantitative information demonstrating successful family outcomes;
 - 2.4.1.2.7. Overall progress toward program goals that includes supporting statistical information;
 - 2.4.1.2.8. Program effectiveness as reported by families in the Participant Satisfaction Survey listed in paragraph 2.1.12.5.; and
 - 2.4.1.2.9. Future plans or goals.

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

2.5. Performance Measures

- 2.5.1. The selected Vendor(s) must ensure 95% of cases in which the shared care plan is shared with the family.
- 2.5.2. The selected Vendor(s) must ensure:
 - 2.5.2.1. 35% of CSHCN, ages 18-21, identify an adult health care provider at discharge in SFY 2024; and
 - 2.5.2.2. 40% of CSHCN, ages 18-21, identify an adult health care provider at discharge in SFY 2025.
- 2.5.3. The selected Vendor(s) must ensure 75% of CSHCN, ages 14 to 21 years, identified a goal following completion of a TRAQ.
- 2.5.4. The selected Vendor(s) must ensure 50% of CSHCN, ages 14-21 indicated they achieved their goal when reviewed at the end of each state fiscal year.
- 2.5.5. The selected Vendor(s) must ensure:
 - 2.5.5.1. 74% of families with CSHCN enrolled reported access to respite when identified as a need, in SFY 2024; and
 - 2.5.5.2. 76% of families with CSHCN enrolled, reported access to respite, when identified as a need, in SFY 2025.

2.6. Mandatory Questions

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

1. How does your organization's leadership support an organizational culture and climate that enables the effective implementation of new programs, staff retention, and high-quality services delivery? Please include in your response your overall management structure and the experience of your senior leadership/management team.
2. What is your experience providing the services requested in this RFP to CSHCN and their families?
3. Describe your organization's proposed staffing plan and supervisory structure and how that structure will advance the program's objectives, including:
 - (a) Your anticipated supervisory ratio and caseloads/workloads (or how you will arrive at that);
 - (b) Estimated number of client contact hours you anticipate allocating to each family (can express as hours per week, month, by phase, etc.); and
 - (c) Activities outside of direct service to families (and estimated hours/week).

As part of this response, include a proposed organizational chart, for your program.

4. Please provide a proposed Work Plan for year one (1) of the contract period, including, but not limited to, all proposed activities, individuals responsible for each step of the process, a schedule and timeline of services provided from the time of Department referral (work flow plan), and measurable performance goals identified by the Department in section 2.5, Performance Measures.

5. How does your organization recruit, develop, and retain staff so as to ensure you can consistently deliver high-quality programs serving CSHCN and their families, in accordance with Domain 5 of the National Care Coordination Standards for CSHCN?
6. How does your organization incorporate continuous quality improvement and performance measurement into projects? Share two examples of times that your organization has made a programmatic or organizational change designed to improve results based on data or information collected (e.g., quantitative or qualitative). For each example, please describe: (a) how the problem was identified, (b) what steps you took to make the improvement, and (c) the impact of these changes.
7. What systems, processes, and policies does your organization have in place, or will you establish, to ensure accurate and timely data collection? Please describe your experience with data quality assurance and how you will staff the data collection and reporting functions required in this RFP.
8. Describe your plan for developing a Regional Family Council. Include recruitment, training and retention along with how the Health Care Coordinator will support the Council and its activities.
9. How will you ensure that each child served has a family-centered shared care plan that specifies the required components, based on an assessment of strengths and needs? Describe your proposal for ensuring that services reflect evidence-based practices and goals.
10. How will you incorporate communication and collaboration into your planning processes and service provision for children to avoid duplication in services? Please include letter(s) of reference from partners which demonstrate successful collaboration.

Remainder of this page intentionally left blank.

3. SOLICITATION RESPONSE EVALUATION AND AWARDS

3.1. The Department will evaluate responses from Vendors based upon the criteria and standards contained in this solicitation and by applying the points set forth below. The Department anticipates awarding one or more contract(s) per region to the highest scoring Vendor(s).

TECHNICAL RESPONSE	POSSIBLE SCORE
Management Structure/Experience (Q1)	25 Points
Service Experience (Q2)	75 Points
Staffing/Supervisory Structure (Q3)	75 Points
Proposed Work Plan (Q4)	50 Points
Recruitment/Retention (Q5)	25 Points
Continuous Quality Improvement/Performance (Q6)	50 Points
Systems, Processes/Policies (Q7)	25 Points
Development of Family Council (Q8)	75 Points
Shared Care Plan (Q9)	25 Points
Communication/Collaboration (Q10)	75 Points
	TOTAL: 500 Points

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

MAXIMUM POSSIBLE SCORE	600 Points
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3.2. Cost Proposal Evaluation Criteria

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

Budget Sheet	
Points	Criteria
0-20	Costs are not allowable.
	Reader cannot understand the relationship of cost relative to the proposed services.
	Cost items do not directly align with objectives of the RFP.
	Costs are not reasonable.

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	The costs do not represent significant value relative to anticipated outcomes.
21-48	Reader can generally understand the relationship of cost relative to the proposed services.
	Cost items are mostly aligned with the objectives of the RFP.
	Costs are predominantly reasonable.
	Costs relative to outcomes are adequate and meet the objectives of RFP.
49-70	Reader has a thorough understanding of the relationship of cost relative to the proposed services.
	Cost items directly align with objectives of the RFP.
	Costs are reasonable.
	The costs represent significant value relative to anticipated outcomes.

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

Program Staff List	
Points	Criteria
0-9	Staffing costs are not reasonable.
	Reader cannot understand the relationship of staffing costs relative to the proposed services.
	Staffing cost items do not directly align with objectives of the RFP.
	The staffing costs do not represent significant value relative to anticipated outcomes.
10-21	Reader can generally understand the relationship of staffing costs relative to the proposed services.
	Staffing cost items are mostly aligned with the objectives of the RFP.
	Staffing costs are predominantly reasonable.
	Staffing costs relative to outcomes are adequate and meet the objectives of RFP.
22-30	Reader has a thorough understanding of the relationship of staffing costs relative to the proposed services.
	Staffing cost items directly align with objectives of the RFP.

Staffing costs are reasonable.
Staffing costs represent significant value relative to anticipated outcomes.

4. SOLICITATION RESPONSE PROCESS

4.1. Letter of Intent

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

4.2. Vendors Conference

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

<https://nh-dhhs.zoom.us/meeting/register/tZAofuqorTIsGtyTalsmQ1q1cusl-J70VoYQ>

4.3. Questions and Answers

4.3.1. Vendors' Questions

- 4.3.1.1. All questions about this Solicitation including, but not limited to, requests for clarification, additional information or any changes to the Solicitation must be made in writing, by email only, citing the Solicitation page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 1.2.
- 4.3.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.

4.3.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.

4.3.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

4.3.2. Department Responses

4.3.2.1. The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 1.3, Procurement Timetable. 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.

4.3.3. Exceptions

4.3.3.1. The Department will require the successful Vendor to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the Question Period in Subsection 1.3. Vendors may not request exceptions to the Scope of Services or any other sections of this Solicitation.

4.3.3.2. 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.

4.3.3.3. 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.

4.4. Solicitation Amendment

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

5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

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

5.1.1. The subject line must include the following information:
RFP-2024-DLTSS-01-HEALT (email xx of xx).

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

6. SOLICITATION RESPONSE REQUIREMENTS

- 6.1. Acceptable solicitation responses must offer all services identified in Section 2 - Statement of Work, unless an allowance for partial scope is specifically described in Section 2.
- 6.2. Vendors must submit a separate electronic document for the Technical Response and a separate electronic document for the Cost Proposal.

6.3. Technical Response Contents

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

- 6.3.1. **Appendix A – P-37 General Provisions and Standard Exhibits**
- 6.3.2. **Appendix B - Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 6.3.3. **Appendix C – Transmittal Letter and Vendor Information**, including:
 - 6.3.3.1. **Vendor Code Number** - Prior to executing any resulting contract(s), the selected Vendor(s) will be required to provide a vendor code number issued by the State of New Hampshire Department of Administrative Services upon registering as an authorized vendor with the State. Vendors are strongly encouraged to provide a vendor code number in the Appendix D if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>
- 6.3.4. **Appendix D – Vendor Technical Response to Mandatory Questions**
- 6.3.5. **Organizational Chart, Resumes and Letters of Support/Collaboration –** Vendors must provide an organizational chart, resumes for those key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this Solicitation, and letters of support/collaboration. **Vendors MUST redact all personal information from resumes.**
- 6.3.6. **Cost Proposal Contents**
 - 6.3.6.1. **Appendix E, Budget Sheet –** Vendors must complete an Appendix F, Budget Sheet, including the Budget Narrative column, for each

State Fiscal Year (July 1 through June 30). This is not a low cost award.

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

7. ADDITIONAL TERMS AND REQUIREMENTS

7.1. Non-Collusion

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

7.2. Collaborative Solicitation Responses

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

7.3. Validity of Solicitation Responses

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

7.4. Debarment

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

7.5. Property of Department

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

7.6. Solicitation Response Withdrawal

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

7.7. Confidentiality

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

7.8. Public Disclosure

- 7.8.1. The information submitted in response to this solicitation (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know laws, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this solicitation will be made accessible to the public online via the New Hampshire Secretary of State website (<https://sos.nh.gov/>).
- 7.8.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this solicitation should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the person listed as the point of contact for this solicitation, identifying the specific page number and section of the information considered to be confidential, commercial or financial and providing the rationale for each designation. Marking or designating an entire submission, attachment or section as confidential shall neither be accepted nor honored by the Department. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are "confidential."
- 7.8.3. Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the Department as not conforming to the requirements of the solicitation.
- 7.8.4. Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in responses or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.
- 7.8.5. Notwithstanding a Vendor's designations, the Department is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in response to the solicitation. If a request is made to the Department to view or receive copies of any portion of the response that is marked confidential, the Department shall first assess what information it is obligated to release. The Department will then notify the Vendor that a request has been made, indicate what, if any, information the Department has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the response. To halt the release of information by the Department, a Vendor must initiate and provide to the Department, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

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

7.9. Electronic Posting of RFP Results and Resulting Contract

- 7.9.1. At the time of receipt of responses, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this solicitation, the Department will post the name, rank or score of each responding Vendor. In the event that the resulting contract does not require Governor & Executive Council approval, the Agency will disclose the rank or score at least five (5) business days before final approval of the contract.
- 7.9.2. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this solicitation, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a response to this solicitation, vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this solicitation), any contract resulting from this solicitation that is submitted to G&C for approval will be made accessible to the public online.

7.10. Non-Commitment

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

7.11. Liability

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

7.12. Request for Additional Information or Materials

The Department may request any Vendor to provide additional information or materials needed to clarify information presented in the solicitation response. Such a request will be

issued in writing and will not provide a Vendor with an opportunity to change, extend, or otherwise amend its solicitation response in intent or substance.

7.13. Oral Presentations and Discussions

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

7.14. Successful Vendor Notice and Contract Negotiations

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

7.15. Scope of Award and Contract Award Notice

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

7.16. Site Visits

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

7.17. Protest of Intended Award

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

7.18. Contingency

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

7.19. Ethical Requirements

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

7.20. Liquidated Damages

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

8. COMPLIANCE

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

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

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

8.3. Records

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

- 8.3.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the selected Vendor(s) in the performance of the resulting contract(s), and all income received or collected by the selected Vendor(s).
- 8.3.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all

such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

- 8.3.1.3. Statistical, enrollment, encounter and/or visit records for each recipient of services, which shall include all records of application, records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3.1.4. Medical records on each patient/recipient of services as applicable.
- 8.3.2. During the term of the resulting contract(s) and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting contract(s) for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the resulting contract(s) and upon payment of the price limitation hereunder, the selected Vendor(s) and all the obligations of the parties hereunder (except such obligations as, by the terms of the resulting Contract(s) are to be performed after the end of the term of the contract(s) and/or survive the termination of the Contract(s)) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Vendor(s) as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor(s).

8.4. Credits and Copyright Ownership

- 8.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the resulting Contract(s) must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 8.4.2. All written, video and audio materials produced or purchased under the contract must have prior approval from the Department before printing, production, distribution or use.
- 8.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 8.4.3.1. Brochures.
 - 8.4.3.2. Resource directories.
 - 8.4.3.3. Protocols.
 - 8.4.3.4. Guidelines.

8.4.3.5. Posters.

8.4.3.6. Reports.

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

8.5. Culturally and Linguistically Appropriate Services

8.5.1. Vendors are required to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.

8.5.2. Vendors are required to complete Appendix C, Culturally and Linguistically Appropriate Services (CLAS) Requirements as part of their solicitation response. This is in accordance with Federal civil rights laws and intended to help inform Vendors' program design, which in turn, will allow Vendors to put forth the best possible solicitation response.

8.5.3. If awarded a contract, the selected Vendor(s) will be:

8.5.3.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and

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

8.6. Background Checks

8.6.1. Prior to permitting any individual to provide services under the awarded Agreement, the selected Vendor(s) must ensure that said individual has undergone:

8.6.1.1. A criminal background check, at the selected Vendor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served;

8.6.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served; and

8.6.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served.

8.7. Confidential Data

- 8.7.1. The selected Vendor(s) must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Exhibit K, DHHS Information Security Requirements.
- 8.7.2. The selected Vendor(s) must ensure any staff and/or volunteers involved in delivering services through the resulting contract(s) sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Exhibit K, The selected Vendor(s) must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor(s) must provide attestations upon Department request.
- 8.7.3. Upon request, the selected Vendor(s) must allow the Department to conduct a Privacy Impact Assessment (PIA) of its system if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the selected Vendor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 8.7.3.1. How PII is gathered and stored;
 - 8.7.3.2. Who will have access to PII;
 - 8.7.3.3. How PII will be used in the system;
 - 8.7.3.4. How individual consent will be achieved and revoked; and
 - 8.7.3.5. Privacy practices.
- 8.7.4. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

8.8. State Owned Devices, Systems and Network Usage

- 8.8.1. If the selected Vendor's workforce or its subcontractor's workforce is authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the State network in the fulfillment of this Agreement, the selected Vendor must:
 - 8.8.1.1. Sign and abide by applicable Department and NH Department of Information Technology (DOIT) use agreements, policies, standards, procedures and/or guidelines;
 - 8.8.1.2. Use the information solely for conducting official Department business;
 - 8.8.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 8.8.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the state. At all times the selected Vendor(s) must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the state. Only equipment or software owned, licensed, or being evaluated by the

State can be used by the selected Vendor. Non-standard software must not be installed on any equipment unless authorized by the Department's Information Security Office:

8.8.1.5. Agree that email and other electronic communication messages created, sent, and received on a state-issued email system are the property of the State of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "state-funded email systems." The selected Vendor(s) must understand and agree that use of email must follow Department and DOIT standard policies. When utilizing the Department's email system, the selected Vendor(s) must:

8.8.1.5.1. Include in the signature lines information identifying the contractor as a non-state employee; and

8.8.1.5.2. Contain the following embedded confidentiality notice:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

8.8.2. The State internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to policy. At no time should the State's internet be used for personal use or used by the selected Vendor(s) without written approval by the Department's Information Security Office.

8.8.3. All workforce members of the selected Vendor(s) or its subcontractors with a workspace in a Department building and/or facility must sign the Department's Business Use and Confidentiality Agreement upon execution of the agreement and annually until contract end.

8.9. Contract End-of-Life Transition Services

8.9.1. If applicable, upon termination or expiration of the resulting Contract(s), the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the selected Vendor(s) to the Department and, if applicable, the Vendor engaged by the Department to assume the Services previously performed by the selected Vendor(s) for this section the new vendor shall be known as "Recipient"). Contract end of life services shall be provided at no additional cost. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the selected Vendor(s) must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the selected Vendor(s).

8.9.2. The selected Vendor(s) must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the selected Vendor(s) and their Affiliates to the performance of such Services. This may

include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure (“Internal IT Systems”) of selected Vendor(s) to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

- 8.9.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of State Data is complete.
- 8.9.4. The internal planning of the Transition Services by the selected Vendor(s) and its Affiliates shall be provided to the Department and if applicable the Recipient on a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 8.9.5. Should the data Transition extend beyond the end of the resulting Contract(s), the selected Vendor(s) and its affiliates agree Contract Information Security Requirements, and if applicable, the Department’s Business Associates Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 8.9.6. In the event where the selected Vendor(s) has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and selected Vendor(s) will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.

8.10. Website and Social Media

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

8.11. Audit Requirements

- 8.11.1. The selected Vendor(s) must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

- 8.11.1.1. Condition A - The selected Vendor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 8.11.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 8.11.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.11.2. If Condition A exists, the selected Vendor(s) shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Vendor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 8.11.3. If Condition B or Condition C exists, the selected Vendor(s) shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.
- 8.11.4. Any selected Vendor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Vendor is high-risk.
- 8.11.5. In addition to, and not in any way in limitation of obligations of the resulting Contract(s), it is understood and agreed by the selected Vendor(s) that the selected Vendor(s) shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract(s) to which exception has been taken, or which have been disallowed because of such an exception.

9. APPENDICES TO THIS SOLICITATION

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