

State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS

FOR

Sexual and Reproductive Health Services

RFP-2024-DPHS-05-REPRO

RELEASE DATE: September 13, 2023

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1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division of Public Health (“Department”) is seeking responses to this Request for Proposals (solicitation) from qualified Vendors to provide sexual and reproductive health services (SRH) to individuals in accordance with Title X Family Planning program requirements with a heightened focus on people with low incomes to ensure access to SRH services statewide.

Qualified Vendors may include, but are not limited to:

- Health departments.
- Community health centers.
- Mobile health units.
- Institutions of higher education.

Vendors who **are currently** under contract with the NH Department of Health and Human Services for SRH services **are not eligible** to submit a response to this RFP.

Vendors who **are not currently** under contract with the NH Department of Health and Human Services for SRH services but are currently receiving funding directly from the United States Department of Health and Human Services, Office of Population Affairs, Federal Title X Family Planning Program **are not** eligible for additional Federal Title X dollars but **may be** eligible for State General and TANF funds under this RFP. See Subsection 2.2. Finance for more details.

Qualified Vendors must follow all state and federal laws and requirements for separation of funds¹.

The Department anticipates awarding one (1) or more contract(s) 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, 2025 | |
| Renewal Options | The Department may extend contracted services for up to two (2) additional years. | |
| Funding Source | The Department anticipates using Federal and General funds for resulting contract(s). | |
| | Assistance Listing # | 93.217 |
| | Award Name/ | Family Planning Services |

¹ <https://opa.hhs.gov/grant-programs/title-x-service-grants/title-x-statutes-regulations-and-legislative-mandates>

New Hampshire Department of Health and Human Services
Sexual and Reproductive Health Services

| | | |
|---|---|---|
| | Assistance Listing # | 93.558 |
| | Award Name/ | Temporary Assistance for Needy Families |
| Match Requirements | Yes | |
| Point of Contact | Allison Goodwin, Business Administrator IV Allison.M.Goodwin@dhhs.nh.gov 603-271-9391 | |
| 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 | 9/13/2023 |
| 2. | Letter of Intent Submission Deadline (optional) | 9/18/2023 |
| 3. | Questions Submission Deadline | 9/22/2023 12:00PM - Noon |
| 4. | Department Response to Questions Published | 9/29/2023 |
| 5. | Vendor Solicitation Response Due Date | 10/2/2023 12:00PM - Noon |

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Division of Public Health Services

The Department’s mission is to join communities and families in providing opportunities for citizens to achieve health and independence, in addition to promoting optimal health and well-being for all people in New Hampshire that protects them from illness and injury. The Department is responsible for serving the public – individuals, families, communities and organizations – by delivering high quality, evidenced- based services. The Department responds promptly to public health threats, inquiries, and emerging issues. The Bureau of Family Health and Nutrition contributes to this mission, in part, by providing resources that support sexual and reproductive health services.

1.4.2. **Objective**

The Department offers a comprehensive and integrated network of programs and partners that can provide essential services to people seeking sexual and reproductive health services. Sexual and reproductive health care and family planning are critical public health services that must be affordable and accessible within communities throughout our State to enable individuals to lead healthy and independent lives.

The Federal Title X Family Planning Program which is part of the Title X of the Public Health Service Act (Public Law 91-572 Population Research and Voluntary Family Planning Programs), reduces health and economic disparities associated with lack of access to quality family planning services in both urban and rural areas of the State

1.5. **Covered Populations**

1.5.1. All individuals statewide in need of reproductive and sexual health services with a heightened focus on individuals who have faced barriers receiving comprehensive, affordable care in other clinical settings including, but not limited to those who are:

1.5.1.1. Uninsured or underinsured.

1.5.1.2. At or below 250 percent federal poverty level.

1.5.1.3. Eligible and/or are receiving Medicaid services.

1.5.1.4. Adolescents.

1.5.1.5. Lesbian, gay, bisexual, transgender, queer/questioning, intersex, aromantic/asexual/agender/ally (LGBTQIA+).

1.5.1.6. Refugees.

1.5.1.7. In need of confidential services.

For the definition of confidential services, for the purposes of this RFP, visit: <https://www.ecfr.gov/current/title-42/chapter-1/subchapter-D/part-59/subpart-A/section-59.10>.

1.5.1.8. At risk of unintended pregnancy due to substance misuse.

2. **STATEMENT OF WORK**

2.1. **Scope of Services**

2.1.1. The selected Vendor(s) will provide SRH to the populations identified in Section 1.5 in the proposed region(s) of the state.

2.1.1.1. Proposers must complete and submit Appendix G - Service Area(s) and Numbers Served, as part of the Technical Proposal.

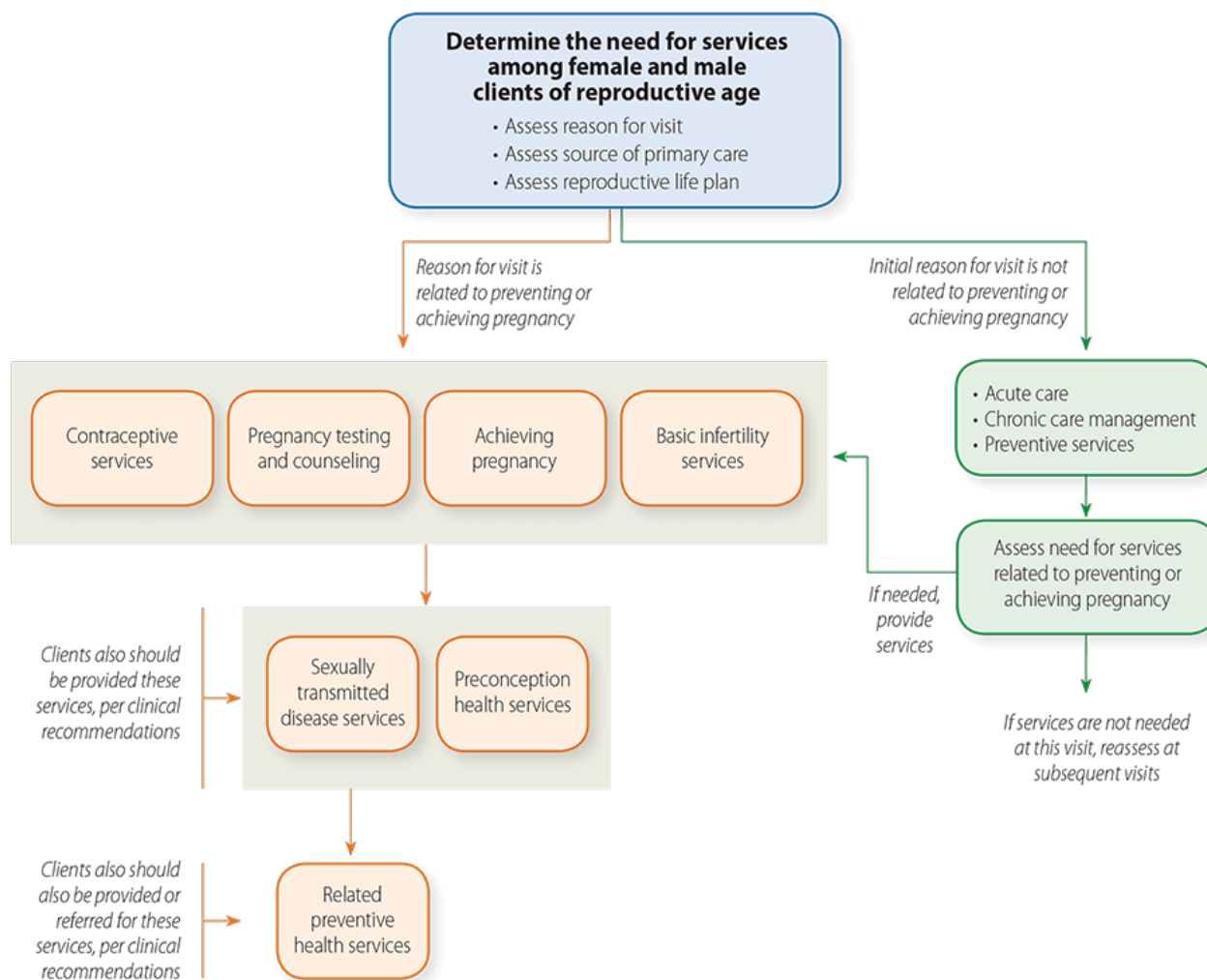
2.1.2. The selected Vendor(s) must provide SRH services that include, but are not limited to:

2.1.2.1. Clinical Services; such as comprehensive contraception services and cancer screenings, in accordance with: Appendix H - NH

Clinical Services Guidelines, and Providing Quality Family Planning Services², as outlined below:

- 2.1.2.1.1. Family planning services, including:
 - 2.1.2.1.1.1. Contraceptive services for clients who want to prevent pregnancy and space births.
 - 2.1.2.1.1.2. Pregnancy testing and counseling.
 - 2.1.2.1.1.3. Assistance to achieving pregnancy.
 - 2.1.2.1.1.4. Basic infertility services.
 - 2.1.2.1.1.5. Preconception health (includes screening for obesity, smoking, and mental health).
 - 2.1.2.1.1.6. Sexually transmitted disease services (including HIV/AIDS).
- 2.1.2.1.2. Related preventive health services that are appropriate to deliver in the context of a family planning visit even though they do not contribute directly to achieving or preventing pregnancy include screening for breast and cervical cancer.
- 2.1.2.2. Sexually Transmitted Infections (STI) and Human Immunodeficiency Virus (HIV) testing.
- 2.1.2.3. STI and HIV counseling.
- 2.1.2.4. Voluntary sterilization services and/or referrals.
- 2.1.2.5. Sexual health education materials including topics on sterilization, STI prevention, contraception, and abstinence.
- 2.1.2.6. Preconception health for all individuals of childbearing age.

² https://opa.hhs.gov/sites/default/files/2020-10/providing-quality-family-planning-services-2014_1.pdf



- 2.1.3. Selected Vendor(s) must make reasonable efforts to collect charges from clients without jeopardizing client confidentiality in accordance with Appendix F - Title X Sub-Recipient Fee Policy and Sliding Fee Scales.
- 2.1.4. Selected Vendor(s) must update their sliding fee scales/discount of services in accordance with the release of Health Resources and Services Administrations (HRSA's) annual Federal Poverty Guidelines, effective February 1 of each year or as posted by the U.S. Department of Health & Human Services. New sliding fee scales/discount of services must be submitted annually in the month of March, in accordance with Appendix L - Family Planning (FP) Reporting Calendar.

Q1 *What is your organization's experience providing sexual and reproductive health services? Include a summary of the services currently provided. If your organization is not currently providing specific SRH clinical services but plans to as a result of this*

contract to the populations identified in Section 1.4.4, please list the services and describe each in narrative form.

Q2 *What is your organization's capacity to provide services in this RFP to the covered populations in your proposed area?*

- 2.1.5. Selected Vendor(s) must provide SRH clinical services in compliance with all applicable Federal and State guidelines including Appendix H - New Hampshire Title X Family Planning Clinical Services Guidelines and the Office of Population Affairs, Title X program guidelines.
- 2.1.6. Selected Vendor(s) must follow and maintain established written internal protocols, policies, practices, and clinical family planning guidelines that comply with Title X rules³, and will provide copies of said materials to the Department upon request.
- 2.1.7. Selected Vendor(s) must maintain and make available to the Department the New Hampshire Family Planning Clinical Services Guidelines' signature pages signed by all medical doctors, advanced practice registered nurses, physician assistants, nurses and/or any staff providing direct care and/or education to clients for review within thirty (30) days of the contract Effective Date and on an annual basis by July 1. Any staff subsequently added to provide Title X services must also sign prior to providing direct care and/or education.
- 2.1.8. Selected Vendor(s) must ensure SRH medical services are performed under the direction of a clinical services provider, with services offered within their scope of practice and allowable under state law, and with special training or experience in family planning in accordance with 42 CFR §59.5 (b)(6).
- 2.1.9. Selected Vendor(s) must provide a broad range of contraceptive methods, including but not limited to:
 - 2.1.9.1. Intrauterine devices (IUD), Contraceptive Implants;
 - 2.1.9.2. Contraceptive pills, Contraceptive injection, Condoms; and
 - 2.1.9.3. Fertility awareness-based methods.
- 2.1.10. Selected Vendor(s) must have at a minimum one (1) clinical provider on staff who is proficient in the insertion and removal of Long Acting Reversible Contraception (LARC), IUD Implant; and provide documentation verifying proficiency to the Department on an annual basis no later than August 31 each year, or as directed by the Department.
- 2.1.11. Sterilization Services:
 - 2.1.11.1. Selected Vendor(s) must provide counseling and referral services to individuals over the age of twenty-one (21) who seek sterilization services, according to the Office of Population Affairs, Title X program guidelines.
 - 2.1.11.2. Selected Vendor(s) have the option to provide sterilization services* in adherence with in accordance with 42 CFR §50.200 et al all

³ <https://opa.hhs.gov/grant-programs/title-x-service-grants/title-x-statutes-regulations-and-legislative-mandates>

federal sterilization requirements in the Federal Program Guidelines.

* **IMPORTANT NOTE:** Optional services are not included in the Vendor scoring formula.

Q3 *Does your organization have the capability to provide same-day insertion of LARC methods and same-day contraception access? If your response is no to either, include and explain the length of time required. Specify which contraceptive methods are in stock and which methods require a referral.*

2.1.11.3. Selected Vendor(s) must have an Electronic Medical Record (EMR) system that can accommodate the Family Planning Annual Report (FPAR) 2.0 requirements.

2.1.11.4. Selected Vendor(s) must work directly with the Department's database Contractor to ensure the EMR is integrated with the Department's FPAR 2.0 compliant Family Planning database no later than June 30, 2024.

2.1.12. STI and HIV Counseling and Testing:

2.1.12.1. Selected Vendor(s) must provide STI and HIV counseling and testing in compliance with the most up-to-date Centers for Disease Control and Prevention (CDC) STD Treatment Guidelines (Appendix H).

2.1.12.2. Selected Vendor(s) must ensure staff providing STI and HIV counseling are trained utilizing CDC models or tools.

2.1.12.3. Selected Vendor(s) must ensure all family planning clinical staff participate in the yearly Sexual Health webinar conducted by the Department, and keep records of staff participation. The selected Vendor(s) must:

2.1.12.3.1. Ensure that a minimum of two (2) clinical staff attend the webinar on the scheduled date.

2.1.12.3.2. Ensure that selected clinical staff not able to attend the webinar view a recording of the training within thirty (30) days of the webinar. The training can be utilized for HRSA Section 318 eligibility requirements, if applicable.

2.1.13. **Health Education & Promotion Materials & Activities:**

2.1.13.1. Selected Vendor(s) must provide health education and information materials, within the context of a family planning visit, in accordance with the most up to date Information and Education (I and E) Materials Review and Approval Policy (Appendix I). Examples of health education material topics include:

2.1.13.1.1. STIs;

2.1.13.1.2. Contraceptive methods;

- 2.1.13.1.3. Pre-conception care;
 - 2.1.13.1.4. Achieving pregnancy/infertility;
 - 2.1.13.1.5. Adolescent reproductive health;
 - 2.1.13.1.6. Sexual violence;
 - 2.1.13.1.7. Abstinence;
 - 2.1.13.1.8. Pap tests/cancer screenings;
 - 2.1.13.1.9. Substance abuse services; and
 - 2.1.13.1.10. Mental health.
- 2.1.13.2. Selected Vendor(s) I and E material reviewers must include individuals of the population or community for which the materials are intended and must be broadly representative in terms of demographic factors.
- 2.1.13.3. Selected Vendor(s) must ensure all health education materials meet current medical standards and must have a documented process for discontinuing any out of date materials.
- 2.1.13.4. Selected Vendor(s) must ensure all health education materials are consistent with the purposes of Title X and are suitable for the population and community for which they are intended.
- 2.1.13.5. Selected Vendor(s) must submit a listing of Appendix I - Advisory Board approved Information and Education, materials being distributed to Title X clients to the Department on an annual basis, on a set date to be determined by the Department. Information listed must include, but is not limited to:
- 2.1.13.5.1. Title of the I and E material;
 - 2.1.13.5.2. Subject;
 - 2.1.13.5.3. Publisher;
 - 2.1.13.5.4. Date of publication; and
 - 2.1.13.5.5. Advisory board approval Date.
- 2.1.13.6. Selected Vendor(s) must support program outreach and promotional activities utilizing Temporary Assistance for Needy Families (TANF) funds to recruit eligible clients to family planning clinics per Appendix O - NH FPP TANF Policy.
- 2.1.13.7. Selected Vendor(s) must submit an Outreach and Education Report to the Department on an annual basis no later than January 31, or as specified by the Department.

Q4 *Provide your organization's proposed plan for Outreach and Education. Include efforts to reach diverse populations and how your agency will collaborate with community partners in outreach efforts.*

2.1.14. Work Plan

- 2.1.14.1. Selected Vendor(s) must develop a Reproductive and Sexual Health Services Work Plan annually, utilizing Appendix J - Title X Reproductive and Sexual Health Services Work Plan template, and must submit the Work Plan to the Department for approval within thirty (30) days of the contract Effective Date.
- 2.1.14.2. Selected Vendor(s) must:
 - 2.1.14.2.1. Track and report Reproductive and Sexual Health Services Work Plan Outcomes;
 - 2.1.14.2.2. Revise the Work Plan accordingly; and
 - 2.1.14.2.3. Submit an updated Work Plan to the Department on an annual basis for approval no later than January 31 or as directed by the Department.

2.1.15. Staffing

- 2.1.15.1. Selected Vendor(s) must provide and maintain qualified staffing to perform and carry out all requirements, roles and duties in Subsection 2.1, Scope of Services, of this RFP. Selected Vendor(s) must:
 - 2.1.15.1.1. Ensure staff unfamiliar with the FPAR data system currently in use by the NH Family Planning Program (FPP) attend a required orientation/training Webinar conducted by the Department's database Contractor.
 - 2.1.15.1.2. Ensure staff are supervised by a Medical Director, with specialized training and experience in family planning, in accordance with Section 2.1.7., above.
 - 2.1.15.1.3. Ensure staff have received appropriate training and possess the proper education, experience, and orientation to fulfill the requirements in this RFP in accordance with NH FPP Required Trainings, Appendix N.
 - 2.1.15.1.4. Maintain up-to-date records and documentation for staff requiring licenses and/or certifications and submit documentation to the Department annually on January 31 or upon request.
 - 2.1.15.1.5. Notify the Department in writing of any newly hired staff essential to carrying out contracted services, and include a copy of the individual's resume, within 30 days of hire.
 - 2.1.15.1.6. Notify the Department in writing via a written letter, submitted on agency letterhead, when:

2.1.15.1.6.1. A critical position is vacant for more than 30 days;

2.1.15.1.6.2. There is not adequate staffing available to perform required services for more than 30 days; or

2.1.15.1.6.3. A clinic site is closed for more than 30 days and/or is permanently closed.

2.1.15.2. Selected Vendor(s) must ensure that all employees and subcontractors providing direct services to clients under this Agreement have undergone a criminal background check and have no convictions for crimes that represent evidence of behavior that could endanger clients served under this Agreement.

Q5 *Provide your organization's proposed Staffing Plan to perform all requirements included in this RFP. Include an organizational chart, resumes for filled positions, and job descriptions for any vacant positions. In addition, complete Appendix E, Program Staff List, for each Calendar Year (January 1 – December 31) of the contract period.*

2.1.16. Meetings, Trainings and Site Visits

2.1.16.1. Selected Vendor(s) must ensure their Director of Reproductive Health Services attends in-person and/or web-based meetings and trainings facilitated by the NH FPP upon request. Meetings must include, but are not limited to, a minimum of two (2) Family Planning Agency Directors Meetings per calendar year.

2.1.16.2. Selected Vendor(s) must keep and maintain staff training logs and make training logs available to the Department, upon request.

2.1.16.3. Selected Vendor(s) must ensure all new family planning staff complete the Title X Orientation requirements in accordance with Appendix N - NH FPP Required Training that includes "Title X Orientation: Program Requirements for Title X Funded Family Planning Projects"

2.1.16.4. Selected Vendors(s) must ensure all family planning staff complete yearly Title X training(s) in accordance with NH FPP Required Training (Appendix N) on topics including:

2.1.16.4.1. Mandatory Reporting for child abuse, rape, incest, and human trafficking;

2.1.16.4.2. Family Involvement;

2.1.16.4.3. Non-Discriminatory Services; and

2.1.16.4.4. Sexually Transmitted Infection.

2.1.16.5. Selected Vendor(s) must agree to Site Visits, virtual or in- person, as determined by the Department, conducted by the Department

upon the request of the Department as needed, but not less than annually. Selected Vendor(s) will be required to:

- 2.1.16.5.1. Complete pre-site visit forms provided by the Department in advance of scheduled visits.
- 2.1.16.5.2. Pull medical charts for auditing purposes.
- 2.1.16.5.3. Pull financial documents for auditing purposes. Which includes time and effort reporting that can be used as supporting documentation for the separation of funds.
- 2.1.16.5.4. Submit a written response to site visit findings within sixty (60) days of the Site Visit Report being shared.

Q6 *Describe in detail how your organization will document expenditures for this contract if awarded. Please include:*

- (a) *Methods to document all related expenditures including salaries and wages.*
- (b) *A list of internal controls utilized by your entity to ensure separation of funds by program/contract.*

If requesting funding for cost allocation or indirect costs:

- (a) *Provide a detailed outline for any cost allocated expenditures such as rent, occupancy, management overhead, etc.*
- (b) *A description of all costs and related cost development methodology that would be included in an Indirect Line.*

2.1.17. Reporting

- 2.1.17.1. The selected Vendor(s) must submit annual, monthly, and quarterly Reports in accordance with Appendix L - FP Reporting Calendar.
- 2.1.17.2. The selected Vendor(s) must submit monthly Reports, which include FPAR documents. Selected Vendor(s) must submit the required data elements for the FPAR electronically through a secure platform on an ongoing basis, by the 10th day of each month, to the Department's Family Planning Data System contractor.
- 2.1.17.3. The selected Vendor(s) may be required to provide other data and metrics to the Department in a format specified by the Department, including client-level demographic, performance, and service data.

2.1.18. Performance Measures

- 2.1.18.1. The selected Vendor(s) must provide key data in a format and at a frequency specified by the Department as indicated in Appendix M - Family Planning Performance Measures and Performance Measures Definitions and Appendix L - FP Reporting Calendar

Q7 *How will your organization meet the required reporting requirements?*

- Q8** *What is your organization’s capacity to meet the “FPAR 2.0 data requirements”?*
- Q9** *What is your experience and capacity in performing quality improvement activities?*
- Q10** *Provide your plan to meet the performance measures in Appendix M.*

2.2. Finance

- 2.2.1. The Department anticipates using Federal Funds and State General Funds for the resulting contract(s). The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award(s). Any selected Vendor will be subject to the requirements in the Catalog of Federal Domestic Assistance (CFDA) #93.217, U.S. Department of Health and Human Services, Office of Assistant Secretary of Health (OASH) NH Family Planning (Title X) Program Family Planning Services Grants; and CFDA #93.558, U.S. Department of Health and Human Services, Administration for Children & Families, Temporary Assistance for Needy Families (ACF, TANF) and any additional funding sources.
- 2.2.2. Selected Vendor(s) who **are not currently** under contract with the NH Department of Health and Human Services for SRH services but are currently receiving funding directly from the United States Department of Health and Human Services, Office of Population Affairs, Federal Title X Family Planning Program **are not** eligible for additional Federal Title X dollars.
- 2.2.3. Vendor(s) selected through the Selection Process as specified in Section 4, Proposal Evaluation (*Technical Proposals meeting or exceeding the minimum allowable Pass/Fail Technical score*), will be awarded a fixed base funding amount (same amount for all selected Vendors) to be determined by the Department based on available funding. Selected Vendor(s) will be awarded additional funding determined by the Department utilizing a Funding Formula Worksheet, factoring in selected Vendor(s) proposed data provided in Appendix G of the Technical proposal. The Funding Formula Worksheet will calculate each selected Vendor’s funding award based on the following criteria:
- 2.2.3.1. **Social and Community Need (60% of calculation)**: Defined as the social and community need assessed utilizing five (5) years of estimated data obtained through the American Community Survey (ACS) that includes data on females 15-49 years of age, females 18-44 years of age with a high school diploma or less, and females 15-50 years of age who are below 200% poverty level and had a birth in the last twelve (12) months; and
- 2.2.3.2. **Total proposed number of unduplicated clients to be served annually (40% of calculation)**: Defined as a selected Vendor(s) total number of unduplicated clients to be served annually as proposed in Appendix G.
- 2.2.4. Selected Vendor(s) proposing the same catchment area(s) will each be allocated the fixed base funding amount to be determined and will share the

additional funding allocated as determined through the funding formula in accordance with Section 2.2.3 above.

Note: Additional funding award amounts, over and above the base funding award amounts, will not be allocated to selected Vendor(s) based on individual Technical Proposal scores.

- 2.2.5. Upon Vendor selection and allocation of funding by the Department, selected Vendor(s) will complete and provide Budget Sheets for each State Fiscal Year of the contract period, as well as a Budget Narrative for each Budget Sheet that explains the specific line item costs in each Budget Sheet and their direct relationship to meeting the objectives of this RFP.

**The Department developed a Funding Formula Worksheet to ensure the awarded Vendor(s) has/have the ability and capacity to provide high quality, low-cost reproductive and sexual health services to individuals throughout the State based on social and community need, the proposed number of clients served, and the services included in Section 2.1. Scope of Services. The funding formula ensures the Department is a good steward of the available state and federal dollars allocated to the services in this RFP.*

- 2.2.6. The Department has the ability to adjust encumbrances between state fiscal years, if needed and justified.
- 2.2.7. Payment for services will be made on a monthly basis based on the approved budgets, which will be included in the resulting contract(s). Selected Vendor(s) will be required to submit budgets for Department approval upon notification of award.
- 2.2.8. The selected Vendor must submit monthly invoices using a form satisfactory to the Department, which identifies and requests reimbursement for authorized expenses incurred. The selected Vendor must ensure invoices are completed, dated and submitted to the Department to initiate payment.

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3. SOLICITATION RESPONSE EVALUATION

- 3.1. The Department will evaluate responses from Vendors based upon the criteria and standards contained in this solicitation and by applying the points set forth below. Vendors are advised that this is not a low cost award.
- 3.2. Proposers meeting or exceeding the minimum allowable Pass/Fail Technical score referenced in Section 3.4, will be selected for a contract award. The total funding allocated to each selected Vendor will be determined using a Department funding formula as specified in Section 2.2.
- 3.3. Upon Vendor selection(s) and allocation of funding by the Department, selected Vendor(s) will complete and provide to the Department Budget Sheets for each State Fiscal Year of the contract period, and a Budget Narrative for each Budget Sheet that explains the specific line item costs included in each Budget Sheet and their direct relationship to meeting the objectives of this RFP.

| TECHNICAL RESPONSE | POSSIBLE SCORE |
|--|-----------------------|
| Experience (Q1) | 100 Points |
| Capacity (Q2, Q3, Q4, Q6) | 400 Points |
| Outreach and Education (Q5) | 100 Points |
| Performance (Q7, Q8, Q9, Q10) | 400 Points |
| Technical Response – Total Possible Score | 1000 Points |
| MAXIMUM POSSIBLE SCORE | 1000 Points |

3.4. Preliminary Scoring of Technical Responses

- 3.4.1. The Department will score Vendor Technical Proposals based on 1000 total possible points, with a minimum allowable Pass/Fail Technical score of not less than 700 points, (70%) of the total possible points, to be selected for a contract award. Any Technical Proposal not meeting or exceeding the minimum allowable Pass/Fail Technical score will not be considered for a contract award.

3.5. Solicitation Response Process

- 3.5.1. Letter of Intent
 - 3.5.1.1. A Letter of Intent to submit a Response to this solicitation is optional.
 - 3.5.1.2. 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.

- 3.5.1.3. 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.**

3.6. Questions and Answers

3.6.1. Vendors' Questions

- 3.6.1.1. 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.
- 3.6.1.2. 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.
- 3.6.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 3.6.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

3.6.2. Department Responses

- 3.6.2.1. 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.

3.6.3. Exceptions

- 3.6.3.1. 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.
- 3.6.3.2. 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.

3.6.3.3. 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.**

3.6.4. **Solicitation Amendment**

3.6.4.1. 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.

4. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

- 4.1. 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.
- 4.2. The subject line must include the following information:
RFP-2024-DPHS-05-REPRO (email xx of xx).
- 4.3. The maximum size of file attachments per email is 25 MB. Submissions with file attachments exceeding 25 MB must be sent via multiple emails.
- 4.4. 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.
- 4.5. 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.
- 4.6. 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.

5. SOLICITATION RESPONSE REQUIREMENTS

- 5.1. 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.
- 5.2. Vendors must submit a separate electronic document for the Technical Response and a separate electronic document for the Cost Proposal.

5.2.1. **Technical Response Contents**

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

- 5.2.1.1. **Appendix B – Transmittal Letter and Vendor Information**, including:

5.2.1.1.1. **Vendor Code Number** - Prior to executing any resulting contract(s), the selected Vendor(s) will be required to provide a vendor code number issued by the State of New Hampshire Department of Administrative Services upon registering as an authorized vendor with the State. Vendors are strongly encourage to provide a vendor code number in the Appendix B if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.asp>
[X](#)

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

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

5.2.1.4. **Appendix E – Program Staff List**

5.2.1.5. **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.

5.2.2. **Cost Proposal Contents**

5.2.2.1. **Appendix G - Service Area(s) and Numbers Served.**

6. ADDITIONAL TERMS AND REQUIREMENTS

6.1. Non-Collusion

The Vendor's required signature on the Appendix B – 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.

6.2. 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.

6.3. 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.

6.4. 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.

6.5. 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.

6.6. 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.

6.7. Confidentiality

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.

6.8. Public Disclosure

- 6.8.1. 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/>).
- 6.8.2. 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."
- 6.8.3. 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.

- 6.8.4. 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.
- 6.8.5. 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.
- 6.8.6. By submitting a response to this solicitation, Vendors acknowledge and agree that:
 - 6.8.6.1. The Department may disclose any and all portions of the response or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this solicitation;
 - 6.8.6.2. The Department is not obligated to comply with a Vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and
 - 6.8.6.3. The Department may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

6.9. Electronic Posting of Solicitation Results and Resulting Contract

- 6.9.1. 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.
- 6.9.2. 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.

6.10. 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.

6.11. 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.

6.12. 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.

6.13. 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.

6.14. 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.

6.15. Scope of Award and Contract Award Notice

- 6.15.1. 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.

- 6.15.2. 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.

6.16. 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.

6.17. 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.

6.18. Contingency

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

6.19. 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.

6.20. 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.

7. COMPLIANCE

7.1. 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.

7.2. 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:

7.2.1. Site visits.

7.2.2. File reviews.

7.2.3. Staff training.

7.3. Records

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

7.3.1.1. 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).

7.3.1.2. 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.

7.3.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

7.3.1.4. Medical records on each patient/recipient of services.

7.3.2. During the term of the resulting contract(s) and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting contract(s) for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Vendor(s) as costs hereunder the

Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor(s).

7.4. Credits and Copyright Ownership

- 7.4.1. 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.”
- 7.4.2. 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.
- 7.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 7.4.3.1. Brochures.
 - 7.4.3.2. Resource directories.
 - 7.4.3.3. Protocols.
 - 7.4.3.4. Guidelines.
 - 7.4.3.5. Posters.
 - 7.4.3.6. Reports.
- 7.4.4. The selected Vendor(s) must not reproduce any materials produced under the contract without prior written approval from the Department.

7.5. Culturally and Linguistically Appropriate Services

- 7.5.1. 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.
- 7.5.2. Vendors are required to complete Appendix E, Culturally and Linguistically Appropriate Services (CLAS) Requirements as part of their solicitation response. This is in accordance with Federal civil rights laws and intended to help inform Vendors’ program design, which in turn, will allow Vendors to put forth the best possible solicitation response.
- 7.5.3. If awarded a contract, the selected Vendor(s) will be:
 - 7.5.3.1. 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

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

7.6. Eligibility Determinations

- 7.6.1. The selected Vendor(s) must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 7.6.2. The selected Vendor(s) must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

7.7. Background Checks

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

7.8. Confidential Data

- 7.8.1. The selected Vendor(s) must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit.
- 7.8.2. The selected Vendor(s) must ensure any individuals 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 Information Security Requirements Exhibit. 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.
- 7.8.3. Upon request, the selected Vendor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the selected Vendor if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the selected Vendor must provide the

Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

- 7.8.3.1. How PII is gathered and stored;
 - 7.8.3.2. Who will have access to PII;
 - 7.8.3.3. How PII will be used in the system;
 - 7.8.3.4. How individual consent will be achieved and revoked; and
 - 7.8.3.5. Privacy practices.
- 7.8.4. 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.

7.9. Department Owned Devices, Systems and Network Usage

- 7.9.1. If the selected Vendor's End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:
- 7.9.1.1. 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;
 - 7.9.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
 - 7.9.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 7.9.1.4. 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;
 - 7.9.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 7.9.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
 - 7.9.1.7. 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.”

- 7.9.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 7.9.1.9. 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:
 - 7.9.1.9.1. Complete the Department’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 7.9.1.9.2. 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.
 - 7.9.1.9.3. Only access the Department’ intranet to view the Department’s Policies and Procedures and Information Security webpages.
- 7.9.1.10. Selected Vendor must agree, if any End User is found to be in violation of any of the above terms and conditions said End User may face removal from the resulting Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 7.9.1.11. 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.

7.10. Contract End-of-Life Transition Services

7.10.1. General Requirements

- 7.10.1.1. If applicable, upon termination or expiration of the Contract the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the selected Vendor to the Department and, if applicable, the selected Vendor engaged by the Department to assume the Services previously performed by the selected Vendor for this section the new selected Vendor shall be known as “Recipient”). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the selected Vendor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan

(DTP). The Department shall provide the DTP template to the Contractor.

- 7.10.1.2. The selected Vendor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure (“Internal IT Systems”) of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 7.10.1.3. 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.
- 7.10.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of the Contract.
- 7.10.1.5. 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.
- 7.10.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department’s Information Security Requirements Exhibit.

7.10.2. Completion of Transition Services

- 7.10.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

7.10.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

7.10.3. Disagreement over Transition Services Results

7.10.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

7.11. Website and Social Media

7.11.1. The selected Vendor(s) 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.

7.11.2. The selected Vendor(s) agree Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Department's Business Associate Agreement and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

7.11.3. State of New Hampshire's Website Copyright

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

7.12. Financial Audit Requirements

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

7.12.1.1. 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.

- 7.12.1.2. 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.
- 7.12.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 7.12.2. 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.
- 7.12.3. 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.
- 7.12.4. 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.
- 7.12.5. 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.

8. APPENDICES TO THIS SOLICITATION

- 8.1. Appendix A - Form P-37 General Provisions and Standard Exhibits
- 8.2. Appendix B - Transmittal Letter and Vendor Information
- 8.3. Appendix C - Culturally and Linguistically Appropriate Services (CLAS) Requirements
- 8.4. Appendix D - Vendor Technical Response to Mandatory Questions
- 8.5. Appendix E - Program Staff List
- 8.6. Appendix - Title X Sub-Recipient Fee Policy and Sliding Fee Scales
- 8.7. Appendix G - Service Area(s) and Numbers Served
- 8.8. Appendix H - NH FPP Clinical Services Guidelines
- 8.9. Appendix I - Information and Education Materials Review and Approval Process Policy
- 8.10. Appendix J - Title X Reproductive and Sexual Health Services Work Plan Template

- 8.11. Appendix K - FPAR 2.0 Data Elements
- 8.12. Appendix L - Family Planning Reporting Calendar
- 8.13. Appendix M - Performance Indicators and Performance Measures Definitions
- 8.14. Appendix N - New Hampshire Family Planning Program Required Trainings
- 8.15. Appendix O - New Hampshire Family Planning Program TANF Policy