



State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS

FOR

Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility

RFP-2025-HH-01-BEHAV

RELEASE DATE: November 30, 2023

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1. PURPOSE AND OVERVIEW

1.1. Introduction

This Request for Proposals (RFP) is published to solicit proposals for provision of behavioral health services at Hampstead Hospital and Residential Treatment Facility (HHRTF), a facility located in Hampstead, New Hampshire and owned and overseen by the State of New Hampshire. This includes offering acute psychiatric care for children (ages 5-17) and young adults (ages 18-25) admitted on either a voluntary or involuntary basis, as well as Psychiatric Residential Treatment Facility services for children and adolescents up to age 21.

The New Hampshire Department of Health and Human Services (the "Department") anticipates awarding one (1) contract for the services in this RFP.

1.2. Key Information

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

Anticipated Contract Effective Date	The Contract is anticipated to be effective Summer or Fall 2024, upon Governor and Executive Council approval.
Contract End Date	December 31, 2027
Renewal Options	The Department may extend contracted services for up to six (6) years.
Funding Source	The Department anticipates using General and Other funds for resulting contract(s). "Other funds" represent revenues the State collects from public and private insurers, and other third party payers as reimbursement for clinical services provided to patients.
Point of Contact	Brooke Provost, Administrator III Brooke.L.Provost@dhhs.nh.gov 603-271-9673
<p>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 vendor during the selection process, unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating this restriction on communications.</p>	

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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	November 30, 2023
2.	Notification of Intent to Participate in a Tour of HHRTF (mandatory to participate in the optional tour)	December 29, 2023
3.	Tour of HHRTF (optional)	January 4, 2024, time to be determined with Vendor.
4.	Questions Submission Deadline	January 11, 2024 @ 12:00pm EST
5.	Department Response to Questions Published	January 25, 2024
6.	Vendor Solicitation Response Due Date	February 8, 2024 @ 12:00pm EST

2. BACKGROUND

New Hampshire Department of Health and Human Services, Hampstead Hospital and Residential Treatment Facility (HHRTF)

The Department of Health and Human Services is the largest state government agency in New Hampshire and is responsible for the health, safety and well-being of the citizens of New Hampshire.

The Department provides services for children, adults, and families, and administers various programs throughout New Hampshire. These services are provided via contracts or partnerships with families, community groups, private providers, other state and local government entities, and many citizens throughout New Hampshire. The Department also makes behavioral health services available through community mental health centers and State-owned facilities including New Hampshire Hospital, Glenclyff Home and Hampstead Hospital and Residential Treatment Facility.

2.1. Background

The purpose of this RFP is to identify the vendor that will continue the clinical operations at HHRTF as the facility continues growing under State ownership and oversight.

As the sole facility dedicated to pediatric psychiatric inpatient care in New Hampshire, Hampstead Hospital has long been an important partner in providing quality care that is tailored to the needs of children, young adults, and their family/support systems. Up until June 2022, the Hospital was owned by Hampstead Outlook, Inc., a private company. In 2019, the State established a contract with Hampstead Outlook, Inc to serve as the sole provider of inpatient care for youth who had previously received such care at New Hampshire Hospital.

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In June 2022, after Hampstead Outlook, Inc. announced it was selling Hampstead Hospital, the State of New Hampshire purchased the facility—now named Hampstead Hospital and Residential Treatment Facility (HHRTF). In order to transition the operation of the facility from private to public ownership, the State determined it needed to immediately bring in a qualified vendor to seamlessly transition services. Thus, the State entered into an agreement with a vendor for the provision of child and young adult psychiatric behavioral health services for a period of approximately two (2) years (<https://sos.nh.gov/media/vy4clfec/011a-gc-agenda-04202022.pdf>).

Currently, the Department's contracted vendor provides clinical services and programming, employing long-standing and new staff members, and maintaining other key facility functions. During the summer of 2023, the Department added a 24/7 Psychiatric Residential Treatment Facility (PRTF) to the campus, separately accredited from (but co-located within) the current building. Currently, the vendor has 185 positions.

The Department is responsible for overseeing all functions of HHRTF; this includes ensuring quality services are provided by the vendor in compliance with all contractual requirements as well as all federal and state laws and regulations, and billing for and collecting revenue on services rendered.

Currently, the Department maintains a leadership presence on-site at HHRTF, all reporting up to a DHHS-employed Chief Executive Office (CEO) who, in turn, reports to the DHHS Commissioner's Office. These Department leaders collaborate with and oversee the clinical operations of the contractor, engaging in complementary ways to achieve the facility's mission and goals. An additional 21 positions at HHRTF are also Department employees; these are operational and finance roles required to manage the unique systems, processes, and workflows associated with being a government-owned healthcare facility—including collection of revenue for the facility.

During the first two (2) years of State ownership, the Department's vendor was not only responsible for clinical care, but also for an array of support services, including environmental/sanitation, laundry, and food/nutrition. In response to feedback from numerous stakeholders, this RFP is almost entirely focused on provision of direct clinical and residential care services; support services have been largely removed from the scope and will be provided and managed by the State, through contracts with specialized vendors.

The Department is giving the Vendor the option to submit a proposal that includes Education, Transportation, Pharmaceutical, and/or Safety/Security services (see Scope of Services, Sections 10-13). The Department wants to give the Vendor flexibility to provide the services in these areas directly or through a sub-contract, or alternatively have the Department provide them directly or through a contract. The Department has provided an opportunity in the Section 5 Questions for respondents to propose models for other functional areas, based on Vendors' own expertise and sense of what a facility like HHRTF needs.

2.2. Vision, Goals, and Strategic Priorities

The Department's vision is for the HHRTF campus to become a center of excellence for delivering therapeutic care and supports to young people with highly complex and acute behavioral health needs. Such a campus sets them on a more stable course in their homes

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and communities; it also attracts and trains a robust, capable, and highly skilled workforce. The goal of this RFP is to identify a vendor that can provide high-quality, cost-effective, and accessible inpatient and residential care for New Hampshire children and young adults at HHRTF that aligns with the State's current behavioral health statewide strategies.

While HHRTF is a physical facility, it is also an integral part of the multi-faceted continuum of care for young people in New Hampshire, known as the System of Care. New Hampshire's System of Care is both a strategy and a set of services. It is designed to serve many different emotional, behavioral, and mental health needs of children by expanding the State's capacity to provide early and effective home and community-based services and reduce reliance on residential and inpatient treatment unless clinically required. With the passage of New Hampshire Senate Bill 14 in 2019 and the federal Family First Prevention Services Act in 2018, the State embraced an important opportunity to continue to enhance the breadth, quantity, and quality of behavioral health services available to New Hampshire's children.

One component of the broader System of Care is providing more intensive, high-quality inpatient and residential treatment for children with the most significant, acute behavioral health needs when required. The [New Hampshire 10-Year Mental Health Plan](#), developed and approved in 2019, indicates the need for a robust system of inpatient and residential treatment to enhance the continuum of care for mental health treatment.

Collaborating with and overseen by the Department, the selected vendor at HHRTF will ensure patients receive tailored services that rapidly stabilize their behaviors, treat their symptoms, and promptly allow them to return to community- and family-based settings. The ultimate aim is to provide children and their caregivers the skills and connections to manage their needs safely in the community and enable children to thrive at home, in education and in future employment. In addition to this outcome goal, the Department wants HHRTF to help New Hampshire to move toward a treatment landscape that:

- Reduces reliance on hospital emergency departments and reduces the need for future psychiatric hospitalization.
- Widens access to treatment for all who need it, enabling all children and youth to access services, regardless of their current involvement with child welfare or juvenile justice systems.
- Provides services that are trauma-informed and use evidence-based practices to ensure the highest quality of care and the best possible outcomes for youth and children.
- Prioritizes short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks.
- Ensures treatment is available along a continuum of care that delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity.
- Coordinates effectively and seamlessly with key partner entities including the Care Management Entities (CME), the child's school district, family and permanency teams and the Department's Division for Children, Youth, and Families (DCYF) staff to deliver treatment according to System of Care values (outlined in table below).

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- Adheres to Six Core Strategies for Reducing Seclusion and Restraint Use a model for reform developed by the National Association of State Mental Health Program Directors, a therapeutic framework and a means to reduce the aversive and traumatizing use of restraining and secluding children.
- Cultivates strong community networks around youth and children to support long-term thriving in community settings after discharge.
- Builds and nurtures a workforce of skilled clinicians and staff dedicated to healing individuals with complex and acute needs.

Core Values of the NH Children’s System of Care Upheld by HHRTF	
Family Driven and Youth Driven	Youth and Family driven, with the strengths and needs of the child and family determining the types and mix of services and supports provided. Family and Youth are the core of the work. Youth and Families take a leadership role at the individual service delivery level as well as policy, planning and system levels.
Community Based	Services are provided at the community level with the youth and family in their home and community. Services provided also include, system management, resting within a supportive, adaptive infrastructure of structures, processes, and relationships at the community level.
Culturally and Linguistically Competent	Culturally and linguistically competent, with agencies, programs, and services that reflect the cultural, racial, ethnic, and linguistic differences of the populations they serve to facilitate access to and utilization of appropriate services and supports.
Trauma Informed	Treatment and support services are delivered in a manner that is Trauma-Informed using the 6 core principles of a trauma-informed approach: 1) Safety; 2) Trustworthiness and Transparency; 3) Peer Support; 4) Collaboration and Mutuality; 5) Empowerment, Voice and Choice; and 6) Cultural, Historical, and Gender Issues.

The Hampstead campus was recently expanded to include the PRTF, and the Department envisions that the campus of HHRTF will be expanded over time to include additional services for children. Specifically, the campus has [recently been selected](#) as the site for of an 18-bed architecturally secure, therapeutically-oriented facility to replace the current youth development center (YDC). The new YDC facility is expected to open in late 2025. Should opportunities for shared services between the two facilities arise (e.g. laundry, food services, etc.), any such services would result in future contract amendment, as agreed upon by both parties and as approved by the Governor and Executive Council.

2.3. Stakeholder Input

The Department recognizes that building a System of Care is a multi-dimensional and collaborative effort, which relies on the perspectives, skills, and capacity of diverse partners. To this end, the Department released a Request for Information (RFI) during the summer of 2022 to solicit input from organizations and individuals on how to ensure HHRTF can best serve the behavioral needs of New Hampshire youth, families, and communities.

Ten entities responded to the RFI, and additional groups participated in virtual convening around the RFI. The following is a summary of the most common themes across their responses that inform the approach undertaken by this RFP:

- **Quality**
 - **Family engagement, family voice, and family-driven care is essential.** HHRTF should involve families at every step of treatment (with meetings arranged proactively and at a designated cadence) and help the family maintain connections with schools, friends, natural supports, and communities. Children should be treated in the context of the family.
 - **Effective discharge planning is as important as effective treatment.** HHRTF should ensure discharge planning begins immediately upon a child's entry into the facility to ensure the child's connections with their home community and schools are maintained to the greatest extent possible, and that transition services and supports are in place for the child as soon as the child's condition has been stabilized and they are ready for discharge.
 - **Workforce stability is a key ingredient.** Workforce shortages are a huge challenge, and any future vendor will need to articulate how they will manage this challenge. Moreover, HHRTF can be a place of learning where NH invests in the future of its healthcare workforce.
- **Access**
 - **In terms of access,** geographic challenges around visitation (including helping families with transportation or overnight accommodations costs, as well as virtual conferencing to clinicians, schools, and families) are critical to address. There is a need to prioritize equitable access, including a focus on overcoming language and communication barriers, and inclusive policies to accept young people who have complex needs and adversities.
- **Cost**
 - **In terms of cost-efficiency,** HHRTF should 1) provide high quality care that leads to better outcomes and avoids unnecessary and expensive future ED and inpatient stays; 2) ensure only children who require acute psychiatric hospitalization or residential treatment are admitted; 3) link to adequate discharge and step-up/step-down care (including residential, partial hospitalization, wrap-around services, etc.); and 4) avoid the need for inpatient and residential care as much as possible through increased focus on prevention and diversion strategies.
- **System of Care**
 - **HHRTF is more than just a healthcare facility; it is a critical component (and driver) of the System of Care.** The goals of HHRTF should include meeting the need of the child or young adult currently in care, addressing the needs of child and young adult waiting to get in, and training and building up the workforce for the

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patients who will need care in the years ahead. HHRTF care should also coordinate with and foster the growth and improvement of other elements of the care system, ensuring strong linkages and relationships with robust community-based supports.

- **Contract Structure**
 - **The Department needs to provide oversight.** Department should have a clear process for monitoring and enforcing the contract, clear and prompt procedures to investigate complaints, and state presence on site at all times to oversee operations. Ultimately it rests on the Department to ensure the principles of the System of Care are integrated into treatment at HHRTF.
 - **Some or all clinical and operational services should be contracted out.** This will give the State the flexibility to attract and retain high quality and competitively compensated staff, and to foster greater nimbleness, innovation, and efficiency in running the facility.

3. STATEMENT OF WORK

3.1. **Scope of Services** –See Appendix G.

3.2. **Staffing Requirements** – See Appendix H. – This includes the recruitment, if applicable, hiring and retention of the personnel listed in Appendix H - Staffing Requirements and offering employment to qualified current HHRTF personnel. If applicable, the selected Vendor shall give due consideration in honoring the existing contract between the Department's existing Contractor and HHRTF employees, provided there is no conflict with the resulting Agreement. Staffing needs must be based on the census and the needs of the individuals at HHRTF. See organizational chart in Appendix J.

3.3. Vendors are prohibited from communicating with HHRTF staff, including contracted staff, and Department employees regarding this RFP. Any such communications may result in disqualification.

3.4. **Performance Metrics and Reporting Requirements** – See Appendix I.

3.4.1. The selected Vendor must agree to comply with all data reporting requirements of the HHRTF. Reporting requirements may be modified prior to and/or during the duration of the contract term.

3.4.2. Data reporting will include but is not limited to measuring quality of services, desired outcomes, process and outcome measures, and support performance improvement. Data and reporting shall be on HHRTF approved templates, timelines, and formats.

4. Readiness Review

4.1. The Department will review the selected Vendor's readiness to begin providing services. The Readiness Review period will last for a period of 90 days and includes activities that are defined in Appendix G – Scope of Services. The purpose of the review will be to determine whether the selected Vendor is carrying out its implementation plan as submitted in response to the RFP and agreed upon with the Department.

4.2. The selected Vendor must submit a budget for the Readiness Review period, Appendix F Budget Sheet.

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- 4.3. In order to demonstrate its readiness, the selected Vendor must cooperate in the Readiness Review conducted by the Department.
- 4.4. The selected Vendor must coordinate data exchange with the current Vendor.
- 4.5. The selected Vendor must participate in all Department trainings in preparation for implementation of the contract.

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5. QUESTIONS

- 5.1. In response to this solicitation, Vendor(s) must respond to the Mandatory Questions below in Appendix D, Technical Responses to Questions. The responses to Questions must include all key components of your organizations proposed service model. Along with assessing the Respondent's ability to comply with HHRTF requirements, the Department will take into account the extent to which the Respondent offers innovation that would further New Hampshire's goals and objectives.

**Section 1: Operational Model, Organizational Capacity, Staffing, Recruitment, and Retention
(200 points possible):**

1. What is your organization's proposed care delivery model? Include all elements outlined in Appendix G Scope of Services.
2. Agency management, administrative and technical capacity: Describe your agency's overall management structure, contract management expertise and skills and the experience of your senior leadership/management team. How does your organization's leadership support a culture and climate that enables effective services, staff retention, and high-quality service delivery?
3. How would you ensure that your organization's leadership and Department leadership located on-site at the facility are working in a complementary and aligned manner? What do you envision would be some of the challenges to navigate relative to this and how would your organization address those challenges?? Include a detailed personnel listing for all staff in the Appendix E Program Staff list (including staff as proposed in Questions 10-14), performing services, including individuals who will provide administrative oversight of the resulting contract on an annual basis for each State Fiscal Year, or more frequently as required by the Department, to ensure the accuracy of information contained therein and proper cost allocation.
4. Employment may be offered to qualified HHRTF personnel currently employed at the facility, . If a position is not currently filled or if the selected Vendor proposes additional staff, it is the selected Vendor's responsibility to recruit and hire for the position. Please provide the following information:
 - **Recruitment:** Describe your organization's proposed plan to recruit individuals as described in Appendix H – Staffing Requirement. Include your organization's experience fulfilling similar requirements to other customers, which may include government entities.
 - **Compensation Package:** For newly hired employees, describe how your organization develops a competitive compensation package commensurate with the applicable position. Provide an overview of the employee benefits for new employees and similar or equivalent benefits, for current employees your organization typically affords to such individuals.
 - **Healthcare Experience:** In what specific healthcare settings, if any, has your organization had experience engaging in recruitment and development? In your experience, what makes hiring and managing in healthcare different than other industries? Provide details regarding how your organization completes a market analysis, please provide examples of prior market analysis completed by your organization and methodologies used.
 - **Continuous Process Improvement:** Describe how your organization tracks and evaluates key performance indicators (KPIs), including patient care, operational efficiency, and resource management. Include how you will monitor continuous improvement strategies; identify opportunities for improvement based on the data collected, including mechanisms for detecting inefficiencies, enhancing patient outcomes, or streamlining processes.

Section 2: Family and Community Engagement (150 points possible):

5. How will you ensure family-driven care? Please provide examples of how a family or guardian will be engaged at every step of a patient's involvement with HHRTF.
6. Regarding discharge planning, what are the approaches you will take to ensure coordinated transitions and warm handoffs with providers and organizations caring for the patient and family upon discharge from HHRTF? Please cite your experience and examples.
7. What is your organization's experience actively working to help ensure equitable care, especially for families with geographic, linguistic, socioeconomic or other barriers? Please provide examples.
 - How would you contribute to the well-being of children as part of the State's comprehensive System of Care and 10-Year Mental Health Plan?
 - Describe some of the key relationships you have with community programs and existing services in NH that will enable HHRTF to be part of a coordinated and collaborative system. What relationships will you aim to strengthen, and how?

Section 3: Education, Training, and Workforce Development (100 points possible):

8. How will you help HHRTF to be part of the broader education and training system for professional clinicians and staff, providing opportunities and building partnerships to help strengthen the behavioral health workforce statewide? Provide specific examples.
9. What experience do you have training clinical leaders? Provide examples of existing approaches and partnerships.

Section 4: Other Functions (150 points possible)

For questions 10-14, the Department wants to give the Vendor flexibility propose to provide these services directly or through a sub-contract, or have the Department provide them directly or through a sub-contract.

10. Describe your recommended staffing methodology and programmatic plan for ensuring Education Services (in alignment with Appendix G, Section 10), including the specific role(s) your organization and/or the Department will provide, respectively.
11. Describe your recommended staffing methodology and programmatic plan for coordinating transportation for individuals to travel to and from all services and appointments (in alignment with Appendix G, Section 11), including the specific role(s) your organization and/or the Department will provide, respectively.
12. Describe your recommended staffing methodology and programmatic plan for providing Pharmaceutical Services (in alignment with Appendix G, Section 12), including the specific role(s) your organization and/or the Department will provide, respectively.
13. Describe your recommended staffing methodology and programmatic plan (in alignment with Appendix G, Section 13) for ensuring safety within HHRTF, including preventing and deescalating complex and escalated situations while minimizing use of restraint and seclusion, as well as working in a coordinated and collaborative manner with first responders when police/fire/EMS are needed. Include the specific role(s) your organization and/or the Department will provide, respectively.
14. In the spirit of encouraging flexibility and creativity based on vendors' own expertise and sense of what a facility like HHRTF needs, are there any other functional areas that you believe are important for your organization and/or Department to be responsible, but are not directly

referenced in this RFP Overview or Scope of Services? If so, please provide a justification, staffing methodology, and programmatic plan for each additional area. **Optional Question. The Vendor(s) are not required to respond to this question. This will not be scored and does not affect scoring.**

Section 5: Performance Monitoring and Quality Assurance (150 points possible):

15. How will you ensure that all behavioral healthcare delivered is high quality? Describe your plan for management of quality improvement and assurance projects and include how this aligns with Appendix I – Performance Metrics.
16. How would your organization incorporate continuous quality improvement and performance measurement into the day-to-day work? Provide specific examples of how this would be integrated into daily practice and the overall clinical enterprise.
17. How will your organization measure and evaluate the following:
 - providing high quality and efficient services
 - timeliness and access to care,
 - family engagement or community/support network reunifications,
 - client evaluation/satisfaction work, and
 - community partner coordination activities to support transition of care .

Section 6: Review Period (50 points possible):

18. Provide your proposed plan to ensure readiness, within the 90-day readiness review period, to provide all services.

6. FINANCE

- 6.1. This is not a low-cost award.
- 6.2. The costs provided in Appendix F, Budget Sheet shall be proposed as follows for each State Fiscal Year (SFY) (July 1 – June 30):
 - 6.2.1. SFY 2025 (Readiness Review Budget – 90 days ONLY)
 - 6.2.2. SFY 2025 Staffing Budget
 - 6.2.3. SFY 2026 Staffing Budget
 - 6.2.4. SFY 2027 Staffing Budget
 - 6.2.5. SFY 2028 Staffing Budget

7. SOLICITATION RESPONSE EVALUATION

- 7.1. 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.

TECHNICAL RESPONSE	POSSIBLE SCORE
1. Operational Model, Organizational Capacity, Staffing, Recruitment, and Retention	200 Points

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2. Family and Community Engagement	150 Points
3. Education, Training, and Workforce Development	100 Points
4. Other Functions	150 Points
5. Performance Monitoring and Quality Assurance	150 Points
6. Readiness Review Period	50 Points
Technical Proposal – Total Available Points	800 Points

COST PROPOSAL	POSSIBLE SCORE
Vendor Cost (See formula below)	200 Points
Vendor Budget Narrative Evaluation (Appendix F, Budget Sheet)	100 Points
Cost Proposal – Total Possible Score	300 Points

MAXIMUM POSSIBLE SCORE	1,100 Points
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7.2. Preliminary Scoring of Technical Responses

7.2.1. The Department will establish an evaluation team. This evaluation team will review the Technical Proposals and give a preliminary score. Should a Vendor fail to achieve **400 minimum points** in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.

7.2.2. Technical Responses will be evaluated per Appendix D – Vendor Technical Response to Questions and Appendix E Program Staff List.

8. Cost Proposal Evaluation Criteria

8.1. Vendor Cost will be evaluated based on the Vendor Budget Narrative and the total cost in *total* tab in Appendix F Budget Sheet, which includes:

- 8.1.1. Budget (Tab Labelled “Budget to Complete) total cost (excluding Salary & Wages and Fringe Benefits).
- 8.1.2. Clinical and Programming Staff.
- 8.1.3. Management and Administrative Support Staff.
- 8.1.4. PRTF Staff.

8.2. The Department will not evaluate the vendors proposed “Other Staff” cost as part of the below formula or Budget Narrative evaluation.

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

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Vendor's Cost Score = (Lowest Total Proposed Cost / Vendor's Total Proposed Cost) x Maximum Number of Points for Vendor Cost.

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

**For example:*

Vendor A proposes \$100,000

Vendor B proposes \$200,000

Maximum Number of Points for Vendor Cost = 200 points.

Vendor B Vendor Cost

=($\$100,000/\$200,000$) x 200

= 100 total points.

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

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

8.3.1. Vendor Budget Narrative Evaluation: The Vendor(s) must:

8.3.1.1. Complete Appendix F, Budget Sheet, with the Budget Narrative, in each tab. This is not a low-cost award.

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

The **Vendor Budget Narrative Evaluation** (Attachment F) will be scored based on the following criteria:

0-32	33-66	67-100
Relationship of costs relative to the proposed delivery of care model is not understood.	Relationship of costs relative to the proposed delivery of care model is somewhat understood.	Relationship of costs relative to the proposed delivery of care model is fully understood.
Costs do not directly align with objectives and proposed delivery of care model of the RFP.	Costs somewhat align with objectives and proposed delivery of care model of the RFP.	Costs fully and directly align with objectives and proposed delivery of care model of the RFP.

9. SOLICITATION RESPONSE PROCESS

9.1. Tour of HHRTF

- 9.1.1. Vendors will have an opportunity to tour HHRTF at the date specified in Section 1.3. The Tour of HHRTF will serve as an opportunity for Vendors to view the facility set-up and operations. Vendors must adhere to Appendix K-Confidentiality Statement
- 9.1.2. Tours are not mandatory but are highly recommended. Good faith potential vendors and their representatives interested in a tour must email the Contract Specialist identified in Subsection 1.2 by the date specified in Section 1.3. If the Vendor does not notify the Contract Specialist identified in Subsection 1.2 of their intent to participate in a tour of HHRTF, by the date specified in Section 1.3, they will not be allowed to participate. Email notification must contain list of participants who wish to attend the tour. The Contract Specialist will coordinate a tour start time with the interested Vendor.

9.2. Questions and Answers

9.2.1. Vendors' Questions

- 9.2.1.1. All questions about this Solicitation including, but not limited to, requests for clarification, additional information or any changes to the Solicitation must be made in writing, by email only, citing the Solicitation page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 1.2.
- 9.2.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 9.2.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 9.2.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

9.2.2. Department Responses

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

9.2.3. Exceptions

- 9.2.3.1. The Department will require the successful Vendor to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for

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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.

9.2.3.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion in its response to Vendor questions.

9.2.3.3. Any exceptions to the standard form contract and exhibits that are not raised by a Vendor during the Question Period may not be considered. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this Solicitation.

9.3. Solicitation Amendment

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

10. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

10.1. 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.

10.1.1. The subject line must include the following information:

RFP-2034-HH-01-BEHAV (email xx of xx).

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

10.3. 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.

10.4. 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.

10.5. 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.

11. SOLICITATION RESPONSE REQUIREMENTS

11.1. 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.

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

11.3. Technical Response Contents

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

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

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

11.3.1.2.1. **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 C if available. More information can be found at:

<https://das.nh.gov/purchasing/vendorresources.aspx>

11.3.2. **Appendix D – Vendor Technical Response to Questions**

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

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

11.4. Cost Proposal Contents

11.4.1. **Appendix F, Budget Sheet** – Vendors must complete an Appendix F, Budget Sheet, including a Budget Narrative, for each State Fiscal Year (July 1 through June 30). This is not a low cost award.

12. ADDITIONAL TERMS AND REQUIREMENTS

12.1. Non-Collusion

12.1.1. 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.

12.2. Collaborative Solicitation Responses

12.2.1. 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.

12.3. Validity of Solicitation Responses

12.3.1. Solicitation responses must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in

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Subsection 1.3, or until the Effective Date of any resulting contract, whichever is later.

12.4. Debarment

- 12.4.1. 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.

12.5. Property of Department

- 12.5.1. 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.

12.6. Solicitation Response Withdrawal

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

12.7. Confidentiality

- 12.7.1. 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.

12.8. Public Disclosure

- 12.8.1. 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 are be subject to public disclosure under 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/>).
- 12.8.2. 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, and providing the rationale for each designation. Marking or designating an entire submission, as confidential shall neither be accepted nor honored by the Department. Vendors must also provide a separate copy of the full and complete document, fully

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redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are “confidential.”

- 12.8.3. 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.
- 12.8.4. 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.
- 12.8.5. 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.
- 12.8.6. By submitting a response to this solicitation, Vendors acknowledge and agree that:
 - 12.8.6.1. 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;
 - 12.8.6.2. 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
 - 12.8.6.3. 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.

12.9. Electronic Posting of RFP Results and Resulting Contract

- 12.9.1. 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

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disclose the rank or score at least five (5) business days before final approval of the contract.

- 12.9.2. 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.

12.10. Non-Commitment

- 12.10.1. 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.

12.11. Liability

- 12.11.1. 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.

12.12. Request for Additional Information or Materials

- 12.12.1. 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.

12.13. Oral Presentations and Discussions

- 12.13.1. 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.

12.14. Successful Vendor Notice and Contract Negotiations

- 12.14.1. 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

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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.

12.15. Scope of Award and Contract Award Notice

12.15.1. 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.

12.15.2. 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.

12.16. Site Visits

12.16.1. 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.

12.17. Protest of Intended Award

12.17.1. 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.

12.18. Contingency

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

12.19. Ethical Requirements

12.19.1. 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

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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.

12.20. Liquidated Damages

12.20.1. 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.

13. COMPLIANCE

13.1. 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.

13.2. The selected Vendor(s) may be required to participate in monitoring activities for the resulting contract(s), at the sole discretion of the Department, including, but not limited to:

13.2.1. Site visits.

13.2.2. File reviews.

13.2.3. Staff training.

13.3. Records

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

13.3.1.1. 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).

13.3.1.2. 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.

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- 13.3.1.3. 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.
- 13.3.1.4. Medical records on each patient/recipient of services.
- 13.3.1.5. 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).

13.4. Credits and Copyright Ownership

- 13.4.1. 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.”
- 13.4.2. 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.
- 13.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 13.4.3.1. Brochures.
 - 13.4.3.2. Resource directories.
 - 13.4.3.3. Protocols.
 - 13.4.3.4. Guidelines.
 - 13.4.3.5. Posters.
 - 13.4.3.6. Reports.
- 13.4.4. The selected Vendor(s) must not reproduce any materials produced under the contract without prior written approval from the Department.

13.5. Culturally and Linguistically Appropriate Services

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- 13.5.1. 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.
- 13.5.2. Vendors are required to complete Appendix B, Culturally and Linguistically Appropriate Services (CLAS) Requirements as part of their solicitation response. This is in accordance with Federal civil rights laws and intended to help inform Vendors' program design, which in turn, will allow Vendors to put forth the best possible solicitation response.
- 13.5.3. If awarded a contract, the selected Vendor(s) will be:
 - 13.5.3.1. 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
 - 13.5.3.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, as made available by the Department.

13.6. Eligibility Determinations

- 13.6.1. The selected Vendor(s) must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 13.6.2. The selected Vendor(s) must notify any individual who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire RSA 126-A:5.

13.7. Confidential Data

- 13.7.1. 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.
- 13.7.2. 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.
- 13.7.3. Upon request, the selected Vendor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the selected Vendor if Personally Identifiable Information (PII) is collected, used,

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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:

- 13.7.3.1. How PII is gathered and stored;
 - 13.7.3.2. Who will have access to PII;
 - 13.7.3.3. How PII will be used in the system;
 - 13.7.3.4. How individual consent will be achieved and revoked; and
 - 13.7.3.5. Privacy practices.
- 13.7.4. 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.

13.8. Department Owned Devices, Systems and Network Usage

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

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- 13.8.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as “internal email systems” or “Department-funded email systems.”
- 13.8.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 13.8.1.9. Agree when utilizing the Department’s email system:
 - 13.8.1.9.1. To only use a Department email address assigned to them with a “@ affiliate.DHHS.NH.Gov”.
 - 13.8.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 13.8.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: “This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”
- 13.8.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
- 13.8.1.11. Complete the Department’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
- 13.8.1.12. 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.
- 13.8.1.13. Agree End User’s will only access the Department’ intranet to view the Department’s Policies and Procedures and Information Security webpages.
- 13.8.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 13.8.1.15. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End

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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.

13.8.2. Workspace Requirement

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

13.9. Contract End-of-Life Transition Services

13.9.1. General Requirements

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

13.9.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

13.9.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the

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inventory document, once transition of Department Data is complete.

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

13.9.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

13.9.1.6. In the event where the Contractor has comeingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit K: *DHHS Information Security Requirements*.

13.9.2. Completion of Transition Services

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

13.9.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K: *DHHS Information Security Requirements*.

13.9.3. Disagreement over Transition Services Results

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

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13.10. Website and Social Media

- 13.10.1. 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.
- 13.10.2. The selected Vendor(s) agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to Exhibit K: Department Information Security Requirements and Exhibit I: DHHS Business Associate Agreement and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.
- 13.10.3. State of New Hampshire's Website Copyright
 - 13.10.3.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.

13.11. Audit Requirements

- 13.11.1. The selected Vendor(s) must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 13.11.1.1. 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.
 - 13.11.1.2. 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.
 - 13.11.1.3. Condition C - The selected Vendor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 13.11.2. 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

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F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 13.11.3. 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.
- 13.11.4. 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.
- 13.11.5. 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.

14. APPENDICES TO THIS SOLICITATION

- 14.1. **Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 14.2. **Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 14.3. **Appendix C – Transmittal Letter and Vendor Information**
- 14.4. **Appendix D – Technical Response to Questions**
- 14.5. **Appendix E – Program Staff List**
- 14.6. **Appendix F – Budget Sheet**
- 14.7. **Appendix G – Scope of Services**
- 14.8. **Appendix H – Staffing Requirements**
- 14.9. **Appendix I – Performance Metrics and Reporting Requirements**
- 14.10. **Appendix J – Organizational Chart**
- 14.11. **Appendix K – Confidentiality Statement**