

**State of New Hampshire
Department of Health and Human Services**

REQUEST FOR PROPOSALS RFP-2021-DCYF-03-COMMU

FOR

Community-Based Voluntary Services

April 16, 2020



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Commissioner

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Dear Colleagues,

I hope both you and your loved ones are healthy and safe during these unprecedented times. **I'm excited to share with you this solicitation for a new community-based voluntary services (CB-VS) program.**

CB-VS is an important part of the State's efforts to transform our child and family serving system's ability to strengthen and preserve families, keep children safe at home, and help them thrive. As a part of that transformation, DCYF is working to elevate and expand the services we provide by redesigning our service array. This effort began in September 2019, when we issued a Request for Information (RFI). We were extremely grateful to receive 38 responses representing over 50 provider and advocacy organizations, experts and academics, peer state agencies, and parents. This level of engagement reflects your continued devotion to better serving our state's children and families.

Your feedback has significantly shaped our vision for the future DCYF service array. In the coming months, DCYF plans to release or support procurements for home-and-community-based services designed to address the needs of a variety of populations across the child and family serving system. The outcome goals of these procurements will range from preventing future DCYF involvement among at-risk families, safely keeping families together to prevent unnecessary entries into out-of-home care, sustaining family reunification, and supporting successful transitions into adulthood for youth. Services will focus on aspects of family life such as improving parenting skills and capabilities, addressing concrete needs, and supporting child well-being and healthy family functioning. We also intend to build on and expand the parts of our service system that are already effective, and will partner with other DHHS divisions to make those enhancements. We plan to share more information in the coming weeks to help inform your organizational planning and decisions to bid on future procurements.

CB-VS is the first of these new service procurements, which aims to break the cycle of recurrence we so frequently see among families who become involved with the DCYF system. The goal of this program is to prevent high-risk families assessed (i.e., investigated) by DCYF from requiring subsequent involvement with the division by connecting families with critical services and strengthening their protective capacities. After addressing any immediate needs and developing a service plan, CB-VS agencies would provide ongoing case management and support to enrolled families for roughly 3-6 months. Today, we are often unable to provide paid services to these families without a court finding of abuse or neglect. CB-VS will help fill this gap by enabling DCYF to significantly expand the number of families who can be served and supported in a collaborative community setting.

This RFP and the resulting contract for CB-VS also include several features inspired by your RFI responses and our agency's priorities. These include:

- *Family voice:* Authentic engagement of caregivers, youth, and children throughout service provision is critical to shaping and delivering an effective service. Honoring family voice and choice is a core principle of CB-VS.

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

- *Building in flexibility:* RFI responses stressed the importance of ensuring programs remain flexible (not “one-size-fits-all”) to support the unique needs of each New Hampshire family. In this RFP, we suggest potential EBPs for CB-VS but also invite agencies to offer creative solutions and models to achieve program goals. In addition, providers will be free to customize service planning and deploy a pool of flexible funding to address emergent family needs (e.g., concrete supports, transportation).
- *Performance improvement:* DCYF is looking for partners who are interested in collaborating closely to launch this new program and improve service delivery over time. CB-VS providers will meet regularly with DCYF to review program data, identify areas for improvement, troubleshoot challenges, and develop strategies to enhance program quality and effectiveness together.
- *Ensuring adequate funding for service delivery:* DCYF and RFI respondents both recognize the importance of paying what it takes to deliver results for new programs like CB-VS. In this spirit, we encourage applicants to thoughtfully articulate the variety of costs they will incur to provide CB-VS in their applications. We also plan to provide some initial funding to cover “start-up” costs until service provision can begin.

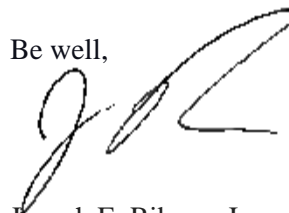
Finally, I want to acknowledge that the COVID-19 pandemic may make it more difficult for your agency to respond to funding opportunities like this RFP. As a result, the DHHS Contracts Unit has made several changes to make the procurement process as safe and manageable as possible:

- Typical response time has been extended to give you seven weeks to prepare your proposal as well as deferring your need to notify DHHS of any subcontractors until 30 days after the G&C approval.
- We will host a virtual vendors conference on 5/7/20 to answer your questions and provide greater clarity on key aspects of this RFP so you have the information you need to assemble strong proposals.
 - The conference will be hosted via Zoom, a remote communications platform, so that participants can join with video or through a dial-in.
 - No matter how you join, you must RSVP by midnight on 5/5/20. Please use the following link, to view a registration page: https://nh_cbvs_vendorsconference.eventbrite.com. *Step-by-step instructions for how to register are included in Appendix H, Proposal Checklist.*
- In an effort to make proposal development easier, the technical proposal, budget narrative, and budget must be submitted using templates that are available as appendices to this RFP.
- All materials must be submitted by email to DHHS-contracts@dhhs.nh.gov with Jennifer.Hackett@dhhs.nh.gov copied.

You can find more valuable information about the solicitation process and the proposal requirements in Appendix H, Proposal Checklist, and in Sections 3, 6, and 7 of the RFP itself. If you have any questions, I encourage you to reach out to Jennifer Hackett (Jennifer.Hackett@dhhs.nh.gov), a member of the DHHS Contracts Unit staff.

On behalf of the entire DCYF team, I thank you for your continued dedication to the children and families we serve. We look forward to collaborating with you to improve the child and family serving system in the months and years to come. Thank you in advance for your agency’s time, attention, and energy to help us develop this important new program in an otherwise difficult time.

Be well,



Joseph E. Ribsam Jr.
 Director
 Division for Children, Youth, and Families
 NH Department of Health and Human Service

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1. INTRODUCTION:

1.1. Purpose:

The purpose of this RFP is to contract with one or several provider(s) to deliver a community-based voluntary services (CB-VS) program on behalf of DCYF that would support and strengthen families to prevent them from requiring subsequent involvement with DCYF.

1.2. Background on DHHS:

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

Through the support of the Governor and legislature, DHHS has a unique opportunity to strengthen New Hampshire's child and family serving system to better promote safe, stable, nurturing families and communities in New Hampshire. DHHS seeks to work with Granite Staters in a more preventive, proactive, and holistic way to ensure families and communities can thrive. DHHS's vision is to ensure all children and families receive the right service at the right time and right place, no matter where and when they present for assistance.

This shift in approach will require the State to assess needs more holistically, create critical linkages across systems that touch vulnerable populations to more seamlessly connect them to supports, and enhance available services at all levels of need. Achieving this vision also requires DHHS to change the way it does business – breaking down siloes across divisions and integrating service planning and delivery for populations served by multiple divisions. DCYF's work with children and families is one piece of this broader effort.

1.3. Background on DCYF:

The NH DHHS Division for Children, Youth, and Families (DCYF) provides and manages services that strengthen families, keep children safe, and help families thrive. DCYF works to support children, youth, and families together in their own homes and communities whenever possible. To achieve this, DCYF partners closely with families, the provider community, and other DHHS divisions.

DCYF envisions a child and family serving system where families are supported in a variety of ways before they are in crisis and regardless of their legal involvement with DCYF. Families should receive the right services at the right time and place to meet their needs. To achieve this vision, DCYF is in the process of issuing several solicitations meant to expand and elevate the quantity and quality of services available to NH families. As part of that shift, DCYF also seeks to increasingly work with families in a voluntary manner and in community-based settings.

This solicitation – focused on establishing a community-based voluntary services program (CB-VS) – is the first part of that larger effort and builds on the Request for Information (RFI) that DCYF issued in fall 2019. This expansion of DCYF's service array should result in a more robust and comprehensive system that improves safety, permanency, and well-being outcomes for children and families.



1.4. Program goals and strategic priorities:

One of DCYF’s goals is to prevent families who come to the attention of the Division from requiring future DCYF intervention. Today, too many of the families who receive a Child Protective Services (CPS) assessment (i.e., investigation) for child abuse/neglect return to DCYF’s front door. A recent analysis¹ found that 32% of all families assessed by DCYF in calendar year 2017 returned to DCYF for a subsequent assessment within 12 months (and 40% returned within 18 months). This rate is higher for families assessed to be at high- or very high-risk for subsequent involvement using an actuarial risk assessment tool, rising to 45% and 54% for 12 and 18 months respectively.² This cycle of recurrence suggests families’ underlying needs and challenges linked to child abuse/neglect are not being sufficiently addressed.

However, until recently, DCYF has been unable to provide supports and services to prevent recurrence to many of the families that could benefit most. Traditionally, DCYF has investigated many families but provided ongoing services to a small few. This is because – prior to the reintroduction of voluntary services by the legislature in SFY2018 – DCYF was only allowed to provide ongoing case management and home-based services to families after an assessment if they received a legal finding of child abuse or neglect. But, due to the relatively stringent legal requirements necessary to obtain a court-finding in New Hampshire, many families who are at-risk of future maltreatment have their assessments closed without findings and do not receive ongoing services. As a result, families often need to experience another crisis, and need to re-enter the DCYF system to receive services that strengthen families, enable children to remain safely at home, and prevent future DCYF involvement. DCYF seeks to break this cycle of recurrence by significantly expanding the number of families who receive services on a voluntary basis, focusing on the highest-risk families.

In SFY19, approximately 2,195 families investigated by DCYF did not receive a finding of abuse or neglect but were assessed to be at a high- or very high-risk of subsequent DCYF involvement. While the recent reintroduction of DCYF’s internal voluntary services program has helped to serve some of these families, DCYF believes that a larger contracted voluntary services program would provide both the additional capacity and the welcoming community-based setting crucial to engaging a higher proportion of these families.

The focus of this RFP is to create a community-based voluntary services program (CB-VS) that will serve these unfounded but high-risk families who may need additional support to prevent future DCYF involvement. After meeting any immediate family needs and developing a service plan, CB-VS providers would help families build and maintain bridges to other parenting, economic, or behavioral/mental health services that can address underlying needs, strengthen protective factors, and promote family well-being. The overall outcome goal of CB-VS is to safely prevent families from requiring DCYF intervention in future.

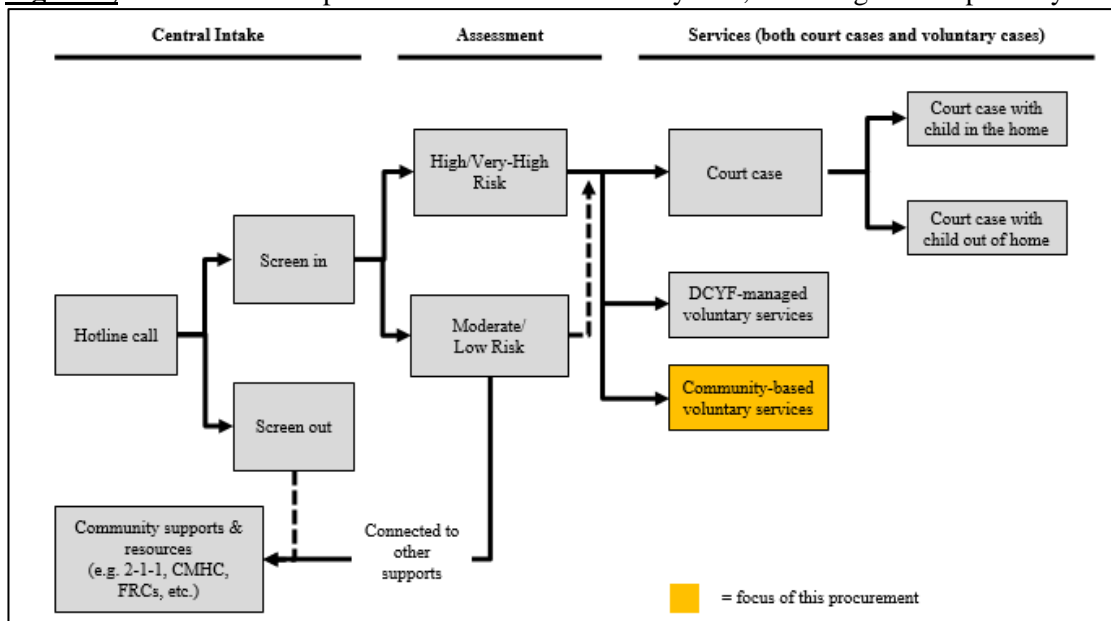
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¹ Analysis conducted by National Council on Crime & Delinquency’s (NCCD) Children’s Research Center, a national organization that helps child welfare agencies develop research-based tools to inform case work practice and decision-making.

² DCYF’s risk assessment tool is used to measure likelihood of subsequent DCYF involvement. For more information on these kinds of structured-decision making tools see: <https://www.nccdglobal.org/research/risk-assessment>



Figure 1. Illustrative example of future DCYF Service System, including service pathways:



In addition to this overall outcome goal, DCYF has designed this solicitation and will negotiate the resulting contract to support several other priorities for CB-VS service delivery, articulated below and referenced throughout this RFP. These priorities were informed by responses to the RFI and connect to the Division’s broader strategic priorities and overall direction of its service array redesign.

- *Family voice:* DCYF and many RFI respondents agree that authentic engagement of caregivers, youth, and children throughout service provision is critical to shaping and delivering an effective service (particularly a voluntary program). Honoring family voice and choice is a core principle of CB-VS and proposers will be asked to articulate their approach to doing so in their responses.
- *Collaboration with providers to improve service delivery:* As part of its contract management efforts, DCYF seeks to actively and frequently collaborate with providers to measure outcomes, track progress over time, and adapt service delivery to improve program results. Several RFI respondents highlighted the importance of this kind of performance management partnership and creating a supportive community of practice to help CB-VS providers deliver consistent and high-quality services.
- *Balancing flexibility and evidence-based practices:* DCYF seeks to use evidence-based practices (i.e., EBPs) when appropriate to deliver high-quality services to families (which is in line with new federal funding opportunities through the Families First Prevention Services Act). RFI responses also stressed the importance of ensuring programs remain flexible (not “one-size-fits-all”) to support the unique needs of each NH family. This solicitation suggests a set of appropriate EBPs for CB-VS but also invites proposer agencies to offer creative solutions and models to achieve program goals. In addition, giving vendors the freedom to customize service planning and providing flexible funding to meet family needs are important components of CB-VS.



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- *Statewide delivery of services, particularly in rural areas:* DCYF is committed to ensuring that CB-VS is available in every community in the state. In the past, delivering services in rural areas has been a challenge in NH – driven by factors such as lack of or costly transportation for families/staff, workforce shortages, and insufficient scale/volume for programs to be financially viable. DCYF encourages proposers to offer creative solutions to support statewide access to CB-VS and is open to a variety of ideas (some of which were raised in RFI responses) including but not limited to: telehealth-based program models, non-traditional staffing models (e.g., telecommuting, remote staffing, co-location with DHHS District Offices), direct provision of services by a vendor within multiple District Office catchment areas, prime vendor holds CB-VS contract and subcontracts with other organizations to deliver services across regions, and variable daily rates reflecting increased cost of rural service provision. DCYF also reserves the right to negotiate with vendors on service catchment areas to ensure statewide access.
- *Ensuring adequate funding for service delivery:* DCYF and RFI respondents both recognize the importance of paying the full costs for new programs like CB-VS to launch and deliver a service that can achieve desired outcome goals as well as promote the overall financial health of provider organizations. To address this priority, DCYF encourages proposers to thoughtfully articulate the variety of costs they will incur to provide CB-VS in their budgets. DCYF also plans to provide some start-up funds to cover costs until service provision can begin as well as some flexible funds for purchases that help families engage in CB-VS (e.g., concrete needs, transportation).
- *Seamless coordination:* To successfully meet the needs of families, the CB-VS program must deliver services in a seamless, highly coordinated way across the broader child and family serving system. For CB-VS providers, this means that connections to services and supports should be as quick and easy as possible for families, avoiding delays and bumpy transitions that feel disruptive and can threaten engagement with services. However, as RFI responses stressed, DCYF also has an important role to play here, especially during the initial handoff to CB-VS providers and when families served by CB-VS need to access other more intensive services available through the DCYF paid service array. DCYF will work with vendors to develop clear roles and processes to coordinate services, as well as train and support its internal staff to effectively play their role in this effort (including identifying when to refer families to CB-VS, executing handoffs, etc.).

1.5. Contract Period:

The Contract resulting from this RFP will be effective upon Governor and Executive Council approval, whichever is later through June 30, 2024.

The Department may extend contracted services for up to four (4) additional years, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

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2. STATEMENT OF WORK:

2.1. Covered populations and additional information on the population:

The primary target population for community-based voluntary services includes families who/whom:

- Were **recently assessed** by DCYF for an allegation of abuse or neglect,
- As part of their CPS assessment, scored as being at **high/very high-risk of future DCYF involvement** using an actuarial risk assessment tool,
- **Did not receive a court finding** of abuse/neglect as a result of their DCYF assessment, and
- Could benefit from additional supports and be **safely served in the community**.

In SFY19, roughly 2,195 families shared these target population characteristics. **See the remainder of this section for more information about the target population.** In addition, Appendix G, Target Population Data, provides several charts and graphs that visualize this information about the target population.

Needs: The needs of the target population include concrete/economic and mental/behavioral health needs: ³

- 81% of assessments involved an allegation of neglect, which is linked to economic needs.
- 46% of families had a caregiver with past or present substance use identified in a DCYF assessment.
- 26% of families had a two or more incidents of household violence identified in a DCYF assessment.
- 23% of family’s had a child with a developmental/physical/learning disability in a DCYF assessment.
- 21% of families had a caregiver with a mental health need identified in a DCYF assessment.

Demographics: Analysis revealed several characteristics relevant to working with the target population:

- The median age of the primary caregiver is 34 years old, which is roughly similar to the median age of a working adult in the United States (e.g., In CY18, the median age of U.S. labor force was 41).
- 67% of families have 1 or 2 children currently in the home.
- 51% have at least one child under the age of 5, suggesting the need for childcare arrangements.
- DCYF data on race/ethnicity and primary language spoken varies in quality, but anecdotal evidence suggests a variety of communities comprise the target population, including non-English speakers.

Geographic location: The CB-VS target population is similarly distributed to the general NH population, with many families living in the southern part of the state. The table below shows the size of the annual CB-VS target population for each District Office.⁴ Appendix G, Target Population Data, includes a more expansive version of this table, which provides the names of cities/towns served by each District Office.

Berlin	Claremont	Concord	Conway	Keene	Laconia	Littleton	Manchester	Rochester	Seacoast	Southern ⁵
97	143	217	56	179	244	32	340	229	167	342

³ As part of the CPS assessment, DCYF staff identify a variety of risk factors. These include but are not limited to: a caregiver with past/present substance abuse, two or more incidents of adult household violence in the previous year, at least one child with a developmental/physical/learning disability, and a caregiver with a past/current mental health challenge.

⁴ 142 families were served by DCYF’s Statewide Assessment Team and are not included table above.

⁵ Of the 342 families served by the Southern District Office, 90 were served by the DCYF “Southern Telework” team



Prior system involvement: DCYF also analyzed the prior system involvement of target population families assessed in SFY18.⁶ In the 12 months prior to their final DCYF assessment in SFY18:

- 16% of families did not have a prior interaction with DCYF.
- 24% of families had a hotline call but did not meet the threshold for a DCYF investigation.
- 60% of families had a prior DCYF assessment.

DCYF will identify families appropriate for CB-VS and make all referrals to providers. At this time, families will not be able to “self-refer” to voluntary services (e.g., cannot call DCYF Central Intake and request services) in order to prioritize services for families who are most at-risk of subsequent CPS involvement.

2.2. Scope of Services:

To inform the scope of services for CB-VS, DCYF issued an RFI to solicit ideas for (1) best program models and EBPs as well as (2) structures and approaches to provide case management and service coordination for high-risk families to strengthen family protective factors, keep children safe, and prevent the need for subsequent involvement with DCYF.

Program models:

The models recommended most frequently for CB-VS by RFI respondents include **Solution-Based Casework (SBC)** and **Motivational Interviewing (MI)**.

- **SBC** is an evidence-informed casework practice model appropriate for child welfare-involved families that prioritizes working in partnership with families, focuses on pragmatic solutions to difficult situations the family may be experiencing, and celebrates family progress. SBC has been evaluated as an EBP by the California Evidence-based Clearinghouse (CEBC) to have promising research evidence and, while not approved by the Title IV-E Prevention Services Clearinghouse in their most recent review of the program, additional research into SBC could result in FFPSA approval.
- **MI** is a client-centered, directive method to enhance client motivation for behavioral change that can be used by itself or baked into other models like SBC. MI has been evaluated as an EBP by CEBC as being well-supported by research evidence and has also been approved for FFPSA reimbursement as a substance abuse program/service.

Based on this feedback, DCYF envisions that CB-VS providers use SBC as the case practice model for delivering this program. Additionally, DCYF envisions that CB-VS providers would **use MI alongside SBC where an adult has an identified substance use need.** DCYF’s rationale for recommending these models is based on the strength of their evidence base, appropriateness for the target population and their needs, and likelihood that the EBP be approved for federal reimbursement under FFPSA either in the short or long-term.

However, DCYF is open to creative solutions. Providers are therefore welcome to propose alternative evidence-based case practice models or approaches for their CB-VS program in response to this RFP. Providers will be asked to justify any proposed alternatives in their application responses. DCYF also welcomes proposer agencies to think creatively about the staffing and delivery model they use to accomplish the various program goals, including the direct work with families (e.g., telehealth approaches), and the work that goes into managing and administering the program.

⁶ This data is constructed using an observation window of 12 months prior to a given DCYF assessment in SFY18. If a family was assessed multiple times in SFY18, analysis used the most recent assessment to establish the observation window.



Program structure and approach

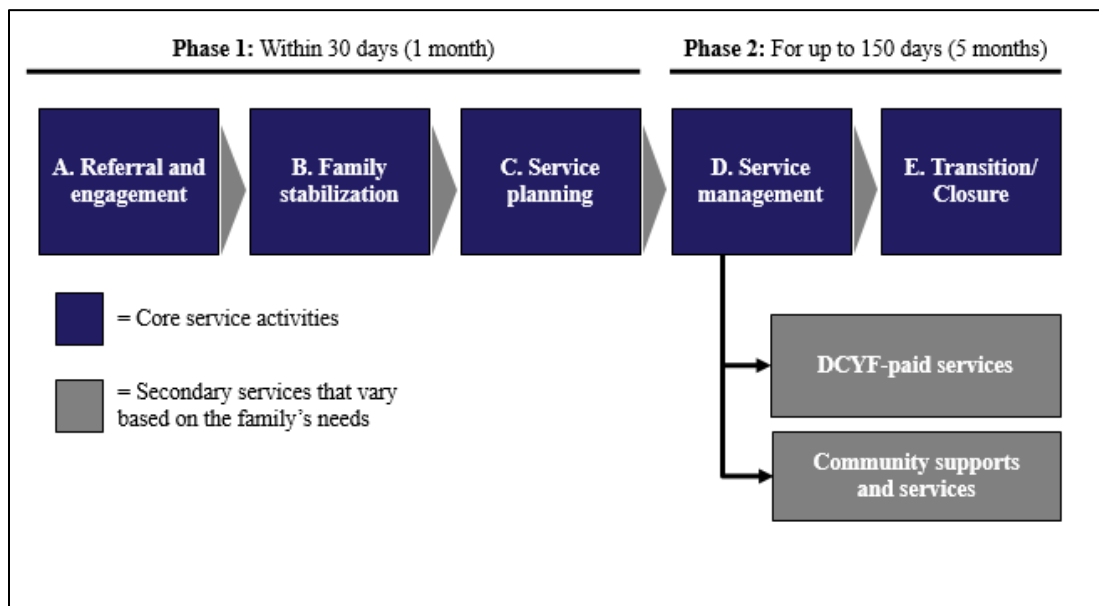
In addition to specific models above, RFI respondents shared best practices and perspectives on programmatic structure for a service like this. Several encouraged DCYF to give providers flexibility and freedom to adapt CB-VS to meet the needs of individual families. Other respondents highlighted that some high-risk families might need more intensive services as part of or in place of CB-VS (e.g., Multi-Systemic Therapy, Cognitive Behavioral Therapy).

Based on this input and additional landscape research, **DCYF developed an overarching structure for the major phases of this program. Providers selected to provide CB-VS will deliver the service in two phases:**

- **Phase 1**, focusing on referral and engagement, family stabilization, and service planning; and
- **Phase 2**, focusing on service management (including any connections to more intensive services needed from the DCYF service array), and transition and closure.

Figure 2 shows how a family would progress through service activities. In the section that follows, DCYF has given a more extensive description of service activities that a successful CB-VS provider would execute.

Figure 2, Overview of Phase 1 and Phase 2 of CB-VS and associated service activities



Phase 1: All families who are referred to CB-VS will receive referral and engagement, family stabilization, and service planning activities within the first 30 days of the referral being made.

A. Referral and engagement: The goal of the initial referral and engagement period is to orient the family to the service and build rapport with the family such that they are willing to receive family stabilization supports and participate in service planning. Successful CB-VS providers will:

- Participate in a warm handoff with the DCYF assessment worker to introduce the family and ensure a seamless transition from DCYF assessment to CB-VS
 - During the handoff, the CB-VS provider would collect basic family information, including demographic information and contact details to enable quick follow-up.
- Process DCYF referrals such that that families are not left waiting to begin CB-VS
 - Referrals will be processed in a timeframe specified by the Department.



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- The contents of the referral form will be specified by the Department but developed in collaboration with the vendor.
- Meet face-to-face with the family to build rapport and begin developing a relationship with the family, framing their participation in CB-VS in a positive and productive light.
 - A face-to-face meeting would ideally occur within 3 days of the DCYF referral date.
- When the family seems to have disengaged after the warm handoff from DCYF, providers would persistently follow up with the goal of getting the family to enroll in the service.

B. Family stabilization: Some families come to the attention of DCYF because of an immediate family crisis. Therefore, the goal of the family stabilization period is to address the immediate needs of the family, especially when those needs make it harder for the family to engage in CB-VS. While not all families may require this kind of support, providers should try to understand if any stabilization is required in every case. Successful CB-VS providers will:

- Work with the family to identify any immediate crises that need to be resolved before service planning can begin. Example crises may include, but are not limited to food insecurity, unstable housing situation, lack of consistent transportation, no health insurance, a discontinuation of state benefits, health concerns (e.g., lice outbreaks, bedbug) and hospitalization.
- Develop a near-term plan and take action to address pressing needs.
- As needed, use flexible funds to facilitate purchases that could help address these needs (e.g., lice treatment, household items, cleanup expenses, gas cards, items for children). For more information on flexible funding, please see Section 4, Finance Subsection 4.2.

Service planning: The goal of the service planning period is to develop an initial service plan that reflects the perspectives and goals of the family, the provider worker assigned to support the family, and the needs identified by the assessment tool. Successful CB-VS providers will:

- Complete assessment(s) to understand needs of the family and opportunities to reduce the likelihood of subsequent DCYF involvement:
 - Assessment tool(s) will be selected by DCYF (with the input of selected vendors) and completed within a timeframe specified by the Department.
 - Example assessments include but are not limited to North Carolina Family Assessment Scale (NCFAS), Child and Adolescent Needs and Strengths (CANS), the Family Assessment of Needs (FANS), and the Protective Factors Survey, 2nd Edition (PFS-2).
- Develop an understanding of the family's recent and current situation. In addition, support the family as they identify their goals for both the service and for life after CB-VS, and support the family as they identify and prioritize the needs and challenges they are experiencing.
 - Using this information, develop an initial service plan in partnership with the family.
 - Service plans will be developed in a manner specified by DCYF (with the input of vendors).
- Use DCYF-supplied criteria, completed assessments, professional judgment, and the family's input to identify whether DCYF-paid, home-based services are needed (For more information, see the subsection on CB-VS families accessing DCYF-paid home-based services, page 15)



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- Verify and update any family information relevant in preparation for Phase 2 of CB-VS, including:
 - Ensure basic demographic information is up to date.
 - Adjust meeting frequency, duration, and times of day as needed, considering the family's work, service, school, and other schedules.

Phase 2: Families enrolled in CB-VS will receive service management and then transition/close from CB-VS for 2 to 5 months after the initial service plan is developed. Please note that if a family needs to access DCYF-paid home-based services, the CB-VS provider will need to take additional steps (For more information, see the subsection on CB-VS families accessing DCYF-paid home-based services, page 15):

C. Service management: The goal of service management is to meet the family's needs and achieve the goals identified in the service plan. Successful CB-VS providers will:

- Implement the service plan, coordinating critical services with parents, children and youth, which would include but are not limited to:
 - Providing service coordination and system navigation;
 - Referring and connecting families to community-based service providers (e.g., mental/behavioral health, concrete supports and services, etc.);
 - When needed, referring and connecting families to DCYF-paid home-based services, and collaborating with those home-based providers where appropriate;
- As needed, use flexible funds to facilitate purchases that help the family successfully access the supports and services needed to meet their needs. (For more information on flexible funding, please see Section 4, Finance Subsection 4.2.)
- Providing additional family stabilization as needed (see page 12 above).
- Look ahead to plan for formal transition from community-based voluntary services, including in those instances where that family has only received minimal service management.

E. Transition and closure: The goal of the transition and closure period is to ensure that the family is connected to ongoing supports they may need live independently after their time in CB-VS comes to an end. Successful CB-VS providers will:

- Begin preparing for transition and closure during service planning, including specifying any markers of progress or points in the plan which suggest readiness for transition.
- Guide a family in identifying services and supports for any ongoing needs that might persist past formal participation in the CB-VS program.
- Close the family's involvements with CB-VS, celebrating successes.
- Finalize any data entry needed to formally close the case within the case management system.



Accessing DCYF-paid services for CB-VS families:

While many families who receive CB-VS will benefit from local community supports and services such as Community Mental Health Clinics, DCYF also recognizes that some families will require more intensive services to meet their needs. **To ensure CB-VS families can access the services they need, DCYF will allow CB-VS families to receive DCYF-paid home-based services when needed.**

DCYF envisions that identifying the need for additional home-based services could begin as early as service planning and continue further into service implementation. When a need that may require a more intensive service is identified, the provider agency should identify appropriate home-based services in partnership with the family. The provider would then make a request for the service to DCYF. Once approved to access a home-based service, the CB-VS provider would either continue to deliver the CB-VS program and coordinate with the home-based service provider, **or** the CB-VS provider would transition primary service management and coordination duties to the home-based service provider and close out CB-VS. Figure 4 provides illustrative examples to make these scenarios more concrete.

As described in the overview of Phase 1, successful CB-VS providers will support the family by creating and, as needed, updating a service plan that identifies any supports and services (including DCYF-paid home-based services) that a family may need to achieve the goals detailed in the service plan. While the decision to seek home-based services will be a joint effort between the family and CB-VS provider, DCYF will also need to approve that family's referral to DCYF-paid services. This is likely to entail conferring with the DCYF Bureau of Community, Family and Program Support or other staff appointed and specified by the Department.

DCYF will work with CB-VS providers to create a structured approach to help providers clearly identify when families need more intensive intervention and ensure that the process for DCYF approval is efficient and doesn't overly burden the provider or family.

- DCYF reserves the right to identify alternatives to the requested service, particularly to help ensure the referred service is the best fit for the family's needs and/or to manage the availability of services.
- DCYF will distribute tools and resources to help CB-VS providers determine the appropriate home-based service for a family's needs. These criteria will be reviewed and adjusted as the services offered, the needs of CB-VS families, and demand for services change.
 - While DCYF's array of paid home-based services is currently limited to Adolescent Community Therapeutic Services (Tracking), Child Health Support (CHS), Home-based Therapy (HBT), Individual Service Option (ISO) and Therapeutic Day Treatment, DCYF is in the process of expanding and elevating its array of home-based services to include additional EBPs and other emergent service models.
- Please note that all referrals to a DCYF-paid, home-based service provider must be authorized by the Department to be paid by the Department. While DCYF is not required to accept a provider's request for a specific home-based service, the Division aspires to collaborate with proposer agencies to identify the best service for the family.



Figure 4, Illustrative examples for how CB-VS may be implemented using community or DCYF-paid services

A family with a single parent and two children is assessed by DCYF. The DCYF assessment suggests that the family is at high-risk but that there is no immediate safety concern that merits traditional DCYF-involvement. The assessment is closed without a finding of abuse or neglect, but the assessment worker believes CB-VS may help reduce the risk of future child protection system involvement.

After a conversation about the family's needs and how CB-VS may support the family to address them, the family agrees to participate. After obtaining a release of information from the family, the DCYF assessment worker submits a referral and schedules an introductory phone call (i.e., one form of warm handoff) with the provider, who collects some basic contact information from the family to ensure he can follow up with the family prior to their formal intake meeting the following week.

During intake, the worker learns more about the family, including their goals and aspirations, and asks about any immediate needs they may have. The parent communicates that they do not have enough money for food due to a higher than expected utility bill. The worker calls a local food pantry to coordinate a pickup and begins the process of helping the family fill out an application for SNAP benefits to address this immediate need. Over the subsequent 14 days, the worker and the family continue to build a relationship and develop a service plan. Based on what is identified in the initial or subsequent service plans, the family would receive one of three variants of CB-VS:

1. **CB-VS only:** The family continues to receive assistance from a local food pantry to address food insecurity and financial planning services from a local Family Resource Center (FRC). As part of those interactions and the general service planning process, the CB-VS worker notices that the family may benefit from a local FRC's Home Visiting program. The CB-VS worker helps the family connect and enroll in Home Visiting, while continuing to provide service management as the family achieves their service plan goals.
2. **Concurrent enrollment in CB-VS & DCYF-paid service:** The family continues to receive assistance from a local food pantry to address food insecurity and financial planning services from a local FRC. As part of those interactions and the general service planning process, the CB-VS worker believes that the family may benefit from a service that builds parenting skills for families with very young children. However, the CB-VS worker knows there is not a community resource available that would provide sufficient support. After consulting with the family, the CB-VS provider reaches out to DCYF to recommend a service that would meet the family's needs. DCYF approves use of a Home-Based Therapy (HBT) program that is best positioned to provide the parenting services that the family needs. Because this HBT program lacks a case management component, CB-VS remains in place to continue to provide service coordination as the family achieves their goals.
3. **Transition from CB-VS to DCYF-paid service:** This variant is the same as described in variant #2 except in this scenario DCYF approves the use of a new EBP preservation service that focuses more intensely on parenting capacities. Because the preservation service also includes a case manager, the CB-VS provider plans to warmly transition the family from CB-VS once the family has enrolled and is actively receiving the service.

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Other requirements for the delivery of CB-VS:

In addition to the service activities described in this Scope of Work, CB-VS providers are expected to fulfill the following requirements:

- Providers are required to make a report to DCYF Central Intake if they suspect child abuse or neglect, consistent with their responsibility as mandated reporters under NH law.
- Providers will develop and maintain records on each family, log contact and interactions for each family, and maintain documentation of plans. They will also maintain up-to-date family information, including contact information and service history.
- When requested, provider staff (the particular role will be determined by DCYF and the provider at a later date) will work from a local District Office on a semi-regular basis to provide in-person consultation to DCYF field service staff.
- As a part of DCYF’s commitment to continuous improvement to service delivery, providers will be required to share program data with DCYF in a manner specified by the Department. More information on the goals of this collaboration and the data to be shared with DCYF is detailed in Section 2.4. Performance improvement and performance metrics.
- If the program model used by a CB-VS provider is not yet approved by the Title IV-E Prevention Services Clearinghouse, the provider will be expected to collaborate with DCYF to conduct an evaluation of that program at the request of DCYF.

2.3. Reporting and Deliverable Requirements:

DCYF will establish data reporting and deliverable requirements as part of the contract that results from this solicitation, including to ensure compliance with federal requirements and the successful delivery of the Scope of Work described in this RFP. Moreover, DCYF reserves the right to establish data reporting and deliverable requirements throughout the duration of the contract.

2.4. Performance improvement and performance metrics:

Performance improvement:

DCYF is committed to continuous improvement and performance measurement as a central part of our partnership with the CB-VS providers in the years to come. As part of that effort, the DCYF Bureau of Community, Family and Program Support seeks to actively and regularly collaborate with providers as part of enhanced contract management so as to improve program results. Therefore, DCYF seeks applicants who are focused on improving performance over time and expects all awarded agencies to engage and “come to the table” with DCYF and their peers to use data to monitor and understand performance, troubleshoot challenges, spread best practices, and adjust service delivery over time. These expectations include but are not limited to attending monthly provider meetings focused on performance. DCYF anticipates focusing on a range of performance topics in these discussions including but not limited to:

- *Persistent follow-up on referrals:* CB-VS is fundamentally a voluntary service, however, DCYF does wish to maximize the percentage of families referred who eventually enroll in the service. Performance meetings might focus on ensuring persistent follow-up with referred families who have not yet seen the provider face-to-face and sharing best practices to do so.



- *Service completion:* While not every family will successfully complete CB-VS, DCYF believes focusing collective attention on improving the percentage of families who successfully complete CB-VS will be beneficial to the long-term outcomes of CB-VS. Performance meetings might focus on diagnosing and taking actions to improve the percentage of families who meet all of the service plan goals and/or successfully complete the service.
- *Use of home-based services:* As described in detail in the Scope of Work, if the needs of the family exceed what community-based services can address, families receiving CB-VS may access DCYF-paid home-based services. Performance meetings might focus on assessing utilization and results of these services and adjusting service matching practices accordingly.
- *Long-term program outcomes:* By regularly monitoring the outcome goals (e.g., the percentage of families who are subsequently involved with the Division), DCYF and the selected provider(s) will be able to assess the success of the CB-VS program, track the impact of actions taken to improve (e.g., service completion), and identify the need for broader programmatic changes.
- *Equitable service delivery:* DCYF will provide analysis on individual demographic groups (e.g., race and ethnicity, region of the state, etc.) to understand whether services are being delivered equitably across the state and identify areas where changes may be needed.

This kind of performance-oriented contract management is particularly important since CB-VS is a new program. Therefore, DCYF seeks agencies who are willing to collaborate with the DCYF as they continue to shape this service, troubleshoot unintended consequences, and adapt the program to its defined outcome goals.

Steady access to reliable and relevant data is critical to evaluate program results and performance, drive program improvements and policy decision, and ensure compliance with the CB-VS model. As such, DCYF reserves the right to request/collect other key data and metrics from provider agencies – including client-level demographic, performance, and service data – and set expectations for what this collaboration, including key performance objectives, will look like in any resulting contract. Provider agencies will be expected to collect and share data with DCYF in a format specified by DCYF.

Performance metrics

To track progress in achieving programmatic goals, DCYF will monitor a set of performance indicators across all CB-VS provider(s). Likewise, to monitor and recognize intermediate progress toward those performance indicators, DCYF also intends to track output metrics across CB-VS programs.

A selection of key metrics is displayed below in Figure 5 and the key output metrics list but are not limited to the items written here. Selected providers will be invited to work with DCYF to build out the list of key metrics (leveraging suggestions already provided in RFI responses). Moreover, providers are expected to comply with any fidelity measures or processes put in place by the selected EBP(s) (e.g., SBC, MI, or another selected by the provider organization as part of this solicitation).

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Figure 5. Key performance and outcome metrics for CB-VS

Service Activity:		Key performance metrics:
Phase 1:	A. Referral & engagement	<ul style="list-style-type: none"> • % of referred families who enroll in CB-VS • % of referred families who receive face-to-face meeting within 3 days of referral
	B. Family stabilization	<ul style="list-style-type: none"> • % of families in crisis that are stabilized within the first 30 days
	C. Service planning	<ul style="list-style-type: none"> • % of families with a case plan within the first 30 days
Phase 2:	D. Service management	<ul style="list-style-type: none"> • Median # of days from initial assessment to enrollment in additional supports and services • % of families who are accessing DCYF paid home-based services • % of families who meet their service plan goals
	E. Transition & closure	<ul style="list-style-type: none"> • % of families who are successfully established in ongoing supports • % of families who see improvement in assessment tool (to be specified by DCYF) • Family satisfaction with CB-VS (e.g., Net Promoter Score)
Outcome	<ul style="list-style-type: none"> • % of families referred to CB-VS <ul style="list-style-type: none"> • who have a substantiated allegation of maltreatment within 6 months of the referral date • who have a subsequent assessment (investigation) 6 and 12 months after CB-VS discharge 	

Key output and process metrics:

- # of families currently enrolled in CB-VS
 - % of CB-VS slots currently used
- # of families that are offered CB-VS
 - % of offered families who decide to receive CB-VS
- # of families who receive a warm handoff to the CB-VS provider
- # of referrals, including the number in the defined target population
 - % of referrals in the CB-VS defined target population
- # of enrollees, including the number in the defined target population
 - % of enrollees in the CB-VS defined target population
- # of days from DCYF assessment start date to referral date
- # of days from referral date to first face-to-face meeting
- # of days from first face-to-face meeting to family stabilization date
- # of days from first face-to-face meeting to initial service plan finalization date
- # of days from service management start date to service management end date
- # of days from service management start date to service goal 1, 2, ..., etc. achieved date
- # of days from transition start date to closure date
- % of clients who respond to Net Promoter survey

Specific targets have not been included for these metrics. This is because DCYF will collaborate with CB-VS provider(s) to further develop this framework to ensure appropriate metrics are tracked for specific programs and sub-populations, and performance expectations established in resulting contracts are appropriate for CB-VS. DCYF plans to track performance throughout the term of the contract, and reserves the right to use this information to inform future funding decisions, including renewals and future procurements of CB-VS.



3. PROPOSAL EVALUATION:

3.1. Overview of proposal evaluation process:

In addition to the information and guidance about the technical and cost proposals described here, please be sure to read **Section 7**, which lays out the full requirements for both the technical and cost proposals. *In addition, DHHS has prepared Appendix H, Proposal Checklist to aid your staff as they develop a bid.*

Proposals submitted to DHHS for this solicitation will be reviewed by individuals on a scoring committee selected by DCYF. The individuals selected to serve on the scoring committee will be selected based on their ability to provide a substantive input on the submitted proposals and will come from a range of roles within DHHS. Members of the scoring committee sign a NH Employee Conflict of Interest Statement and NH Employee Confidentiality and Nondisclosure Agreement.

After receiving the proposals back from vendors, The DHHS Bureau of Contracts and Procurements will distribute the proposals among the scoring committee. Using scoring guidance provided by the DHHS Bureau of Contracts and Procurement, members of the committee will first individually evaluate proposals and then collectively meet and discuss their individual assessments. The final decision to enter into a contract negotiation will consider the assessments made by each member of the scoring committee.

Please note that proposer agencies are invited to apply to either:

- Provide the service directly in one or multiple District Office regions
- Provide the service through a combination of direct provision and sub-contracted partners to cover multiple District Office regions
- Serve as the prime contract holder providing the service through a combination of direct provision and sub-contracted partners across the whole state

The department is focused on ensuring statewide access to CB-VS and therefore prefers proposals that cover multiple District Office regions as well as those that focus on covering harder-to-serve regions of the state (e.g., Coos County). The department also reserves the right to negotiate with proposers to add or remove regions for resulting contracts and/or select proposals with lower scores to ensure statewide coverage through this contract.

3.2. Details of technical question application, including questions:

Technical proposal scoring criteria

Program design and content (40 points possible):
<ul style="list-style-type: none"> • The proposer understands the outcome goals of CB-VS and proposes a program that is likely to achieve those goals, well-supported by evidence, and aligned with DCYF’s desires as expressed in this RFP: <ul style="list-style-type: none"> ○ Proposed program addresses all major phases of the model and service activities ○ Proposed activities make a clear connection to addressing needs of the target population ○ Use of SBC, MI, or another strong program model or set of practices ○ Appropriate workload/caseload and supervisory ratio such that each family receives sufficient attention to their needs and the right level of time/effort to support them • The proposer agency has a clear understanding of the target population and experience working with this or similar populations (e.g., families at high-risk of child protective system involvement, families currently or recently involved with this system, families substance abuse/ mental health/ domestic violence challenges) to identify and address their needs in a community setting.



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- The proposer agency has knowledge of and relationships with relevant community service providers in their proposed region(s) such that they can quickly connect families to community supports and services that meet their needs.
- The proposer agency puts forth effective solutions to address DCYF’s priorities and anticipated challenges in service delivery including:
 - Concrete, meaningful approaches to incorporate family voice and empower families throughout the program
 - Creative operational tactics and program delivery structures to ensure service is available to all families in the proposed region, including in rural areas
 - Creative and adaptive strategies for persistent follow-up, addressing crises, using flexible funds, and service referrals and coordination
 - Structured approaches to identify when families require more intensive services and working with DCYF to secure those

Organizational capacity (25 points possible):

- The proposer agency has a strong leadership/management team with relevant experience managing organizations that serve vulnerable populations.
- The proposer agency is capable of launching and implementing new programs (e.g., track record standing up new services, experience developing programs that serve children and families).
- The proposer agency either has physical presence and/or experience working in the District Office region(s) that they have applied for or in the absence of that, a clear plan to do so to enable service delivery.
- The proposer agency is committed to reflecting the communities in which they work and actively incorporates diverse perspectives in how the organization is governed and programs are shaped.
- The proposer agency has effective professional development systems in place to train staff in both program practice and agency policies, as well as support and develop capabilities of frontline and supervisory staff (including for sub-contracted partners).
- If appropriate to proposal, the proposer agency has a demonstrated track record and/or the capacity to manage and partner with sub-contractors.

Performance improvement (25 points possible):

- The proposer agency has experience successfully delivering a program with fidelity to a specific model - including Evidence-Based Practices (EBPs) and/or implementing non-EBP programs.
- The proposer agency has demonstrated experience working to improve quality, results, and program performance (e.g., QA or CQI processes, soliciting and acting on client feedback, using qualitative information or quantitative data to help guide improvement efforts) that can be effectively deployed in partnership with DCYF to improve the performance of CB-VS over time.
- The proposer agency has clear and effective systems, processes, and policies in place that would allow them to collect program performance data and share that data back with DCYF (or in the absence, clear plans to build this capacity).



Technical proposal questions

Informational questions (non-scored):

1. Agency name
2. HQ address
3. Please check boxes for relevant District Office region(s) covered by this proposal.

Berlin	Claremont	Concord	Conway	Keene	Laconia	Littleton	Manchester	Rochester	Seacoast	Southern ⁷
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Do you plan to have sub-contractors as part of this proposal?

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>

If yes, please explain your anticipated sub-contracting arrangements including which regions will have services directly provided by your agency and where you plan to sub-contract. Providers using subcontractors will be required to identify those organizations within 30 day of the contract effective date. Answers to questions below should also reflect sub-contractor activity as relevant.

Program design and content (40 points possible):

- **Use of Evidence-Based Practice or program model:** Identify the program model you plan to use for CB-VS (e.g., Solution-Based Casework and Motivational Interviewing). If you are proposing SBC and MI, please share any relevant experience your organization has implementing this model. If you are **not** proposing SBC or MI, please provide a description of the EBP, program model, or practices you plan to use instead along with (a) a rationale for this selection, including any relevant experience and (b) the evidence that supports your proposed approach.
- **Phase 1: Referral and engagement, family stabilization, and service planning:** Please provide a detailed description of how your agency will implement Phase 1 for a family that has been referred to your CB-VS program, including:
 - **Referral and engagement:** How will your agency participate in pre-referral “handoffs” from DCYF, process referrals, and initially engage families referred to your program? What strategies will your agency use to ensure families seamlessly transition and successfully engage in the service?
 - **Family stabilization:** How will your agency work with families to identify and quickly address pressing needs that may present a crisis or otherwise impede the ability of the family to successfully engage in the program?
 - **Service planning:** How will your agency work with families to develop a service plan to address ongoing needs? Provide a detailed description of this process including (a) specific reference to any requirements of the case practice model (i.e., Solution-Based Casework or otherwise) that your agency plans to utilize and (b) your approach to empowering families and incorporating family voice in the service plan.

⁷ The Southern District Office includes the Southern “telework” office. For more information, see Appendix G, Target Population Data.



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- **Phase 2: Service management and transition and closure:** Please provide a detailed description of how your agency will implement Phase 2 for a family in your CB-VS program, including
 - **Service management:** How will your agency implement a family’s service plan and track progress along the way? What strategies will you use to facilitate and coordinate linkages to community supports and services?
 - **Transition and closure:** How will your agency help a family transition out of CB-VS? Please describe including (a) how you would work with the family to determine when it was time to transition, and (b) how you would create stable linkages to on-going supports and services that sustain the family’s progress and prevent subsequent DCYF involvement.
- **Examples and scenarios:**
 - Imagine a family is referred by DCYF but does not attend an initial face-to-face meeting with your agency. What kinds of actions/strategies would you try to identify and persistently follow-up to re-engage these families?
 - What are some of the common crises that might de-stabilize families served by CB-VS? Share three examples and explain (a) what is the crisis/problem, (b) how your organization would rapidly address, and (c) when you would know it was time to move onto service planning.
 - A family that has been referred to your CB-VS program with multiple needs that need to be addressed through an ongoing service plan including a single parent with a substance abuse issue (e.g., alcohol), a 9-year old child with a behavioral health issue (e.g., symptoms of anxiety), and an infant. Please describe: (a) what services you might connect the family to, (b) how you would prioritize and sequence addressing these needs in a service plan, and (c) how you would know/identify if and when more intensive, home-based services might be needed (i.e., DCYF-paid services). Feel free to state any assumptions needed to explain your answer.
 - A common problem in human services more broadly is that families referred to community services often do not successfully make it to and receive that service. Imagine you are connecting a CB-VS parent to behavioral health treatment. What strategies would you use to make sure the parent doesn’t “fall through the cracks” and gets into the service they need?
- **Program staffing:** Describe your agency’s proposed staffing patterns and supervisory structure and how that structure will advance the program’s objectives, including: (a) the anticipated roles and staff-types that your agency will use to work with families and administer the program, (b) your anticipated supervisory ratio and caseloads/workloads (or how you will arrive at that), (c) estimated number of client contact hours you anticipate allocating to each family (can express as hours per week, month, by phase, etc.), and (d) activities outside of direct service to families (and estimated hours/week). You are invited to leverage research or case practice model requirements to support these answers, and to factor in expected utilization (particularly for any rural areas) as needed. As part of this response, you may include a proposed organizational chart for your program if helpful.
- **Experience with target population:** Describe your agency’s experience and any notable successes providing services to the target population or similar populations. Based on your experience or research, what do you see as the key needs of the CB-VS target population?
- **Use of flexible funding and other resources:** How will your agency use flexible funding (described Section 4, Finance Subsection 4.2) and other available third-party community resources to support families to achieve desired program outcomes?



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- *Flexible funding:* Please describe (a) the goods, services, and activities you anticipate using flex funds to support, (b) why these are beneficial for families at-risk of future DCYF involvement, and (c) why other sources of funding or support are not well-suited or available to meet those needs.
 - How much flexible funding do you envision needing per family or for your program as a whole?
- *Other resources:* Please describe third-party funding sources and other available resources (e.g., other state programs or community programs such as food pantries) your agency will use to support family needs and how your agency will maximize these sources.

Organizational capacity (25 points possible):

- **Agency management, administrative and technical capacity:** Describe your agency's overall management structure and the experience of your senior leadership/management team. How does your organization's leadership support a culture and climate that enables the effective implementation of new programs, staff retention, and high-quality service delivery? If helpful, you may give examples of your past practice or any frameworks you use (e.g., organizational social context or OSC, implementation science).
- **Staff recruitment, retention, training, and development:**
 - How does your agency recruit, develop, and retain staff so as to ensure you can consistently deliver high-quality programs to at-risk families? Are there any additional/different efforts you will undertake to ensure appropriate staffing for CB-VS?
 - What kind of training and professional development will be provided to staff to equip them to implement CB-VS (including any training associated with case practice model or EBPs like SBC and MI)? What steps will your agency take to ensure that your staff are trained and ready to provide CB-VS by the time the first families are referred to the service?
- **Developing and implementing new programs:** What experience does your agency have successfully launching and implementing new services and programs (especially those with an evidence-based model)? Please provide examples and describe your approach.
 - For CB-VS, what do you see as the most important major phases of implementation and pieces to get right in launching the program? How will you work with DCYF during the initial start-up phase?
- **Proposed service area regions:**
 - Describe your agency's presence in your proposed service area, including existing connections to and relationships with key community resources and service providers that may be relevant to CB-VS. If your agency plans to expand into areas that you do not currently serve, describe how you would approach and develop knowledge of and relationships with community supports and services in those areas of expansion.
 - Describe the ways in which your agency will ensure that all families referred from DCYF are served, regardless of where they are located in your area of service.
- **Diversity, equity, and inclusion:** How does your agency, including staff makeup, reflect the communities in which you work and actively incorporate diverse perspectives in how the organization is governed and programs are shaped (e.g., client board representation, peer navigators)?
- **Sub-contracting (if applicable):** Describe your agency's experience with sub-contracting with other service providers. Provide examples of how you have identified high-quality sub-contractors and



managed the performance of those partners in past/currently (or in the absence, a plan to do so). If you have already identified sub-contractors, please list them.

Performance improvement (25 points possible):

- **Experience in performance improvement:**
 - How does your agency incorporate continuous quality improvement and performance measurement into the work you do today?
 - Share two examples of times that your agency has made a programmatic or organizational change designed to improve results based on data or information collected (e.g., quantitative or qualitative). For each example, please describe: (a) how the problem was identified, (b) what steps your agency took to make the improvement, and (c) the impact of these changes.

- **Experience with EBPs and delivering services with fidelity:**
 - What other programs has your organization implemented that are evidence-based or require fidelity to certain standards? What actions have you taken to ensure fidelity to the model for these programs?
 - What actions, strategies, or processes will you use for CB-VS to ensure model fidelity to the case practice model you've selected and overall quality assurance? In particular, what data/information will be collected and how will it be used to improve program delivery? Identify the staff and roles that will be responsible for this work.

- **Collecting data:** What systems, processes, and policies does your agency have in place or will you build to allow you to collect CB-VS program data (including the outcome, process metrics identified in Section 2, Scope of Services, Subsection 2.4) and share that data back with DCYF? Identify the staff and roles that will be responsible for this work.

- **Collaborating with DCYF:** Is your agency committed to work closely with DCYF to monitor data to track progress/success of each program component and the program overall, attend monthly meetings focused on performance topics, and take action to improve performance based on this work?
 - What key topics should DCYF and vendors discuss during performance meetings to help adjust and improve service delivery?
 - Are there other performance metrics or information DCYF should gather to assess success?

Technical scoring guidance (important to read):

The technical proposal is to be filled out using the template provided in Appendix D, Technical Proposal Template, which available on the same webpage that this RFP (RFP-2021-DCYF-03-COMMU on <https://www.dhhs.nh.gov/business/rfp/index.htm#dcyf>).

The first portion of the template will ask your organization to answer a set of non-scored questions, but that are nonetheless relevant to identifying and categorizing your bid. You must answer those questions to qualify for evaluation. If sub-contracting to help DCYF achieve statewide coverage of CB-VS, please note that, unlike in previous RFPs released by NH DHHS, you are not required to identify the subcontractors you intended to partner with to deliver CB-VS until 30 days after the contract is effective.

In the second portion of the technical submission template, your organization will respond to a series of questions that are related to three criteria categories: program design and content, organizational capacity, and performance improvement. Please note that the word limit on technical proposals is 12,500 words (not including the 1,952 words taken up by the technical template and/or supplemental documents you choose



to include as part your technical proposal). DHHS recommends that all agencies read Section 3, 6, and 7 and Appendix H, Proposal Checklist for the full list of proposal requirements.

3.3. Details on cost application, including budget guidance:

Cost proposal scoring criteria

Cost scoring criteria (10 points possible):
<ul style="list-style-type: none"> The proposer agency proposes reasonable costs to successfully implement the program and deliver results, including thoughtful inclusion and articulation of the different kinds of costs incurred to launch, operate, and sustain a high-quality CB-VS program.

Cost proposal scoring application components:

- Reasonable costs:** Please prepare Appendix F, Budget Narrative that provides an overview of the budget(s) you prepared for the corresponding service areas and articulates why these costs are needed to achieve the desired results of the CB-VS program. This narrative also gives you an opportunity to explain any key assumptions or calculation approaches used to construct this budget. Please make sure to include an explanation of: (a) any research you used to construct this budget (e.g., guidance from EBP model developer), (b) any portions of shared costs you’ve included as direct costs and how this was calculated/attributed to CB-VS, (c) any “other” cost items you’ve included in direct costs, and (d) your rationale for use of start-up costs. *(For more information, see the cost proposal guidance below)*
- Negotiated Indirect Cost Rate Agreement (NICRA):** If your agency has a federally approved NICRA, please submit appropriate documentation and ensure that your budget construction reflects the cost allocation methodology in that agreement. If applicable, please include as a supplement to your Appendix F, Budget Narrative submission

Cost proposal guidance (important to read):

Philosophy: As indicated in selection criteria, the Department is seeking proposer agencies that can provide the CB-VS program at reasonable and appropriate cost. At the same time, as explained in DCYF priorities in Section 1, Subsection 1.3 above, the Department also wants to ensure that vendors receive the funding needed to successfully deliver on desired outcomes of the program. RFI responses highlighted the importance of this and the risks of program or organizational failure if payment is insufficient to cover costs associated with high-quality service delivery. Therefore, DCYF invites proposer agencies to be both thorough and thoughtful about capturing the range of different costs entailed in implementing a model like CB-VS at a well-functioning, effective organization: from frontline staff, program supervision, and EBP training to new technology, recruitment/hiring for CB-VS, and CQI activities). In addition, the Department will contribute to the general and administrative operations of agencies by paying an indirect cost rate – either up to 10% of direct costs or at a rate established by a federally negotiated indirect cost rate agreement (NICRA). This is in line with federal guidance which will allow DCYF to supplement state funding for CB-VS with federal funding in the future⁸. The guidance below is meant to help achieve these objectives. Please read Section 7 for the full inventory of requirements for your cost proposal or Appendix H, Proposal Checklist for a briefer summary. You are also welcome to reach out to Jennifer Hackett at Jennifer.Hackett@dhhs.nh.gov if you have any questions.

⁸ For more information on allocating costs according to federal requirements, please see 2 CFR 200, particularly Subpart E – Cost Principles: <https://www.law.cornell.edu/cfr/text/2/part-200/subpart-E>



General guidance: Located on the webpage where you found this RFP document is an excel budget template that your agency must fill out as part of your application to provide CB-VS. (Appendix E, Budget Template). When you open the budget template, you will see a brief overview tab followed by four tabs with information you need to complete including: (1) general information, (2) template for calculating core rate for services in the corresponding region(s), (3) staffing lists, and (4) start-up costs. The information will help the Department evaluate your cost proposal and distribute resources across vendors. In the subsections that follow, the Department has provided guidance to help you complete the budget template for CB-VS. Please also review “Finance” section below for more information on funding and payment structure related to this guidance.

Tab #1 – General information: On the first tab, proposer agencies are asked to record their agency name, contact information for budget, and the District Office regions covered by this budget. Proposer agencies are permitted to either submit one budget template for each individual District Office region they apply to serve or to combine costs for multiple regions together into one budget template(s) that reflects the overall costs for those regions. Appendix G, Target Population Data, provides information about the total number of families in the target population in SFY19 for each District Office region and individual towns in each region. Given the voluntary nature of the service, an approximate acceptance rate of 50% of the target population is appropriate to use for budgeting estimated volume in each area. In determining how to assemble budgets, proposer agencies should consider the geographic features of each region’s target population distribution which may affect costs (e.g., rural, urban, road access).

Tab #2 - Core rate budget: The second tab asks you to identify direct costs associated with your proposed CB-VS program and calculate indirect costs using an indirect cost rate (either up to 10% or your agency’s NICRA rate). These costs should be initially estimated for a 12-month period and reflect expected ongoing operations. See additional guidance on direct and indirect costs in the tables below. After recording those costs and associated dollar figures, the template will automatically calculate a daily per family rate using assumptions about families served per year (i.e., target population for whatever District Office regions are included in your budget multiplied by 50% estimated acceptance rate) and an estimated median number of days a family is served (150 days). This rate will be evaluated as part of your organization’s cost proposal, and the Department reserves the right to negotiate the final rate as part of contract negotiations with the selected vendor(s). To help you complete this core rate budget, see below for additional guidance on direct and indirect cost.

Additional guidance on direct costs
<p>Direct costs are those which can be identified specifically with a particular program and which can be directly assigned to such activities, relatively easily and with a high degree of accuracy. Direct costs often include salaries and benefits for program-specific frontline staff and supervisors, travel expenses for those individuals, program materials and supplies. For CB-VS, the Department is encouraging providers to consider and estimate a range of direct costs beyond basic items to ensure that the full costs to administer the program are included as part of your rate.</p> <ul style="list-style-type: none"> ○ Example list of potential costs and budgeting considerations based on feedback from the RFI: <ul style="list-style-type: none"> ○ Costs associated with providing a particular EBP which could include fees/certifications to model developer, initial and ongoing training, ongoing consultation, etc. ○ Physical space (i.e., facilities) for CB-VS workers and clients and/or new locations ○ Recruitment, hiring, and onboarding costs associated with new CB-VS staff ○ Technology costs associated with data collection, measurement, and reporting (e.g., required for EBP or to collect necessary program data for CQI activities, DHHS reporting) ○ CQI staff time to support program monitoring and performance improvement associated with CB-VS contract



- For rural areas: potential for increased costs for staffing and travel (e.g., need for more staff, lower caseloads to account for additional travel or utilization) and/or investments in systems and supplies for telehealth or telecommuting service delivery
- Oversight and administration of sub-contracted partners if appropriate
- Note that **some costs may be shared with other programs and may not be wholly attributable to CB-VS** (e.g., CQI specialist who works on other programs but will also support CB-VS with 50% of their time, intake coordinator who will support CB-VS operations with 30% of their time, facility costs for a new office opening where CB-VS staff will make up 70% of the workers there). **Appropriate portions of those costs may be recorded as direct costs for CB-VS if that portion can be accurately, reliably, and clearly attributed to the program** (e.g., on the basis of job descriptions, floor plans, etc.). When these kinds of direct costs are included in budgets, proposer agencies should provide a justification in their budget narrative which explains the basis for this calculation and amount.
- To support your agency in identifying and recording direct costs, this section of the budget template provides some high-level categories and sub-categories for potential direct costs. There is also an “other” item within each category and within the direct cost section overall which you can use to include any costs that you identify but the department has not anticipated. When these “other” rows are completed (excel rows 19, 23, 27, 31, 35, 38, and 43-48 in tab 2) please provide a brief description in the corresponding notes column of tab 2 of the excel template which you can expand on in the budget narrative. While the Department is conscious that some organizations will have different ways of categorizing direct costs, we ask that you use the categories provided in the budget and the “other” rows to support comparability across proposals.
- If you have questions about filling out this section of the budget template, please reach out to Jennifer Hackett.

Additional guidance on indirect costs

Indirect costs are those costs incurred for a common or joint purpose and benefit multiple programs and parts of an organization but which are not readily assignable to a specific program. While every organization’s cost structure is different, indirect costs often include critical functions that help organizations operate effectively such as finance, human resources, information technology, operations, facilities, communications, quality assurance, data analytics, executive leadership, and staff development. Indirect costs may sometimes be referred to as “overhead” or “general and administrative” costs.

- As explained above, proposer agencies are encouraged to consider costs that may sometimes be thought of as “indirect” and assess whether they can be directly attributed to CB-VS and classified as direct costs so the Department can fairly contribute to those.
- There will still be a set of indirect costs that cannot be directly attributed to CB-VS. To support your recovery of these indirect costs, the budget template includes a section to calculate additional funding for indirect costs. Using the indirect cost section in tab 2, **you may enter a rate of up to 10%** which will be multiplied by total direct costs and included in your total overall costs (*unless your organization has a NICRA, see below*).
- **If your organization has a federal Negotiated Indirect Cost Rate Agreement (NICRA) rate, you may enter that rate** instead. You should also ensure that the budget reflects the cost allocation methodology and treatment of direct and indirect costs reflected in your NICRA, regardless of guidance above.
- If you have questions about filling out this section of the budget template, please reach out to Jennifer Hackett.



Tab#3 - Staffing sheet: The third tab is a staffing sheet, which accompanies the rate budget and is intended to provide additional information about your programmatic staffing model. Please include a list of the roles of the staff you anticipate who will work on this program and their salary, benefits, and time allocation spent on the CB-VS program. The summary totals in tab 3 should match the relevant summary rows for personnel cost rows in tab 2 (rows 15-19).

Tab #4 - Start-up costs: The fourth tab asks for you to articulate anticipated start-up costs for launching the CB-VS program, which may require bridge funding until your agency begins to serve clients and receive associated payments. In particular, RFI responses stressed the importance of ensuring vendors are able to invest in training, hiring, and other start-up costs before services begin. The information included in the start-up budget will be scored as part of your RFP submission and used to help inform DCYF to develop its perspective on disbursement of start-up funds. Please include a brief explanation of and rationale for start-up costs in your budget narrative, including the anticipated length of start-up period (i.e., time elapsed from date that the CB-VS contract is effective to date of first client served). To help you complete this start-up costs template, see below for additional guidance on potential costs to consider.

Additional guidance on start-up costs
<ul style="list-style-type: none"> ○ Example list of potential start-up costs and considerations based in part on feedback from the RFI: <ul style="list-style-type: none"> ○ Initial EBP or model-specific costs (including first few months of license or other fees, initial training, etc.) ○ A push on initial recruitment, hiring, and onboarding costs (e.g., staff, materials) that may not be incurred at the same level on an ongoing basis ○ Staff costs associated with initial program planning and implementation that may not be incurred at the same level on an ongoing basis ○ Initial payment due at signing for new facilities and/or monthly rental/lease/mortgage costs for initial start-up period ○ Start-up costs may include a mix of ongoing costs that are reflected in the core rate budget template (tab 2) and associated staffing sheet (tab 3) and one-time costs you anticipate that are not built into the core rate moving forward. Therefore, we encourage you to consider start-up costs as you complete the other tabs to ensure appropriate consistency. ○ To support your agency in identifying some of these start-up costs, this section of the budget template provides some high-level categories and sub-categories for potential costs based on input from the RFI. There is also an “other” item within each category which you can use to include any costs that you identify but the department has not anticipated. While the department is conscious that some organizations will have different ways of categorizing costs, we ask that you use the categories provided in the budget and the “other” rows to support comparability across proposals. ○ If you have questions about filling out this section of the budget template, please reach out to Jennifer Hackett

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4. FINANCE:

4.1. Financial Standards:

At this time CB-VS is funded by the State of New Hampshire General Funds. However, contract amendments may be required if future federal funding is utilized.

4.2. Description of payment structure, including start-up, per diem rate, flexible funds, and bonus payments:

The following subsection provides an overview of the payment structure provided by DCYF under community-based voluntary services, including start-up funding, the daily rate, flexible funding for families enrolled in CB-VS, and bonus payments to the provider.

Start-up funding: The purpose of start-up funding is to support your agency to launch CB-VS in the areas where you have been contracted to provide the service. DCYF anticipates that such initial start-up periods will require funding to make key early investments such as: hiring program managers and frontline workers, purchasing the rights to deliver selected EBP (e.g., SBC, MI, or other), train workers on the EBP, and/or lease an office space (if applicable). The portion of the budget template focused on start-up costs asks proposer agencies to estimate anticipated start-up costs for the duration of initial program implementation (i.e., the period from contract start to when first family served by the agency). Start-up funding will be provided by the Department at the outset of the contract and allocation amounts will be informed by proposals received. DHHS reserves the right to negotiate the allocation of start-up funds.

Per Diem Rate: This portion of the budget establishes a per diem rate for the corresponding scope of work. This amount will be paid on a monthly basis per family per day they receive the service, starting on the date identified in the service authorization, which will be submitted to the Department in a manner specified by the Department. This rate is calculated using the following formula: $[(\text{Total direct cost} + \text{Total indirect cost} = \text{Total cost}) / (\# \text{ families served} \times \text{avg. number of days in the service})]$. The budget template provided calculates this rate automatically, however DHHS reserves the right to negotiate this rate as part of contract negotiations with the vendor.

Flexible funding: This portion of the CB-VS funding is intended to help support the needs of families enrolled in CB-VS, especially where that other funds are not available to support the needs of families. Flexible funding will be provided by the Department on an annual basis for the term of the contract. This allocation will be made based upon the information included in the Flexible funding section of the budget template and the projected number of families / clients to be served annually in each of the five regions. The successful vendor will be reimbursed by the Department for flexible funding expenses on a monthly basis. The Department shall reimburse only those costs demonstrated to be allowable. To be allowable, a reimbursed cost must be allocable to work performed under the contract and must be reasonable in nature.

Bonus payments: On a monthly basis, DCYF will pay a one-time bonus payment for each family who (1) meets with the CB-VS provider face-to-face within 3 days of the DCYF referral date and (2) who do not have a DCYF case opened against them within 6 months of the referral date. This bonus payment will be equal to 1% of the value of a six-month long service. For example, if the per diem rate for CB-VS is \$30 per day, a bonus payment would equal \$54 per bonus payment category. If a family met with the CB-VS provider within 3 days and did not have a DCYF case open within 6 months of referral the provider would be paid a bonus total \$108. DHHS reserves the right to negotiate the value of these bonus payments as part of the negotiations on the Per Diem rate.



5. COMPLIANCE:

5.1. General compliance:

- 5.1.1. Contractor(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.
- 5.1.2. The selected Contractor must meet all information security and privacy requirements as set by the Department.
- 5.1.3. The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
 - 5.1.3.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 5.1.3.2. 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.
 - 5.1.3.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records 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.
 - 5.1.3.4. Medical records on each patient/recipient of services.
 - 5.1.3.5. During the term of this Contract 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 Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor 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 Contractor.

5.2. Credits and Copyright Ownership:

- 5.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement,



New Hampshire Department of Health and Human Services DCYF Community-Based Voluntary Services

- “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*.”
- 5.2.2. All written, video and audio materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.2.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
- 5.2.3.1. Brochures.
 - 5.2.3.2. Resource directories.
 - 5.2.3.3. Protocols.
 - 5.2.3.4. Guidelines.
 - 5.2.3.5. Posters.
 - 5.2.3.6. Reports.
- 5.2.4. The selected Contractor(s) shall not reproduce any materials produced under the contract without prior written approval from the Department.
- 5.2.5. Culturally and Linguistically Appropriate Services
- 5.2.5.1. The Department is committed to reducing health disparities in New Hampshire and recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, Department is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment, Department continuously strives to improve existing programs and services, and to bring them in line with current best practices.
 - 5.2.5.2. The Department requires all Contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.
 - 5.2.5.3. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder’s Reference Guide for Completing CLAS Section of the RFP, and, in the Vendor/RFP Section of the Department’s website.
 - 5.2.5.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS standards, released in 2013, promote effective communication not only with persons with Limited English



Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.

5.2.5.5. Contractors are expected 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.

5.2.5.6. Successful Contractors will be:

5.2.5.6.1. 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 10 days of the date the contract is approved by Governor and Council; and

5.2.5.6.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP Section of the Department's website.

5.2.5.7. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:

5.2.5.7.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);

5.2.5.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;

5.2.5.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and

5.2.5.7.4. The resources available to the organization to provide language assistance.

5.2.5.8. Contractors **are required to complete the TWO (2) steps listed in the Appendix C to this RFP, as part of their Proposal.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Vendors' program design, which in turn, will allow Vendors to put forth the best possible Proposal.

5.2.5.9. For guidance on completing the two steps in Appendix C, please refer to Proposer's Reference for Completing the CLAS Section of the RFP, which is posted on the Department's website. <http://www.dhhs.nh.gov/business/forms.htm>.

5.2.6. Audit Requirements

5.2.6.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:



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- 5.2.6.1.1. Condition A - The Contractor 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.
- 5.2.6.1.2. Condition B - The Contractor 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.
- 5.2.6.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 5.2.6.2. If Condition A exists, the Contractor 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 Contractor'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.
- 5.2.6.3. If Condition B or Condition C exists, the Contractor shall submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 5.2.6.4. Any Contractor 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 Contractor is high-risk.
- 5.2.6.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

5.3. Contract Monitoring Provisions:

- 5.3.1. All Contractors must complete Appendix B, Contract Monitoring Provisions
- 5.3.2. The Department will use Vendor responses to conduct a risk assessment to determine if enhanced contract monitoring is necessary if the Vendor is awarded a contract. The risk assessment will not be used to disqualify or score Proposals.
- 5.3.3. The Department will complete the risk assessment utilizing multiple factors that include, but are not limited to:
 - 5.3.3.1. Grant management experience.
 - 5.3.3.2. Documented history of non-performance or non-compliance.
 - 5.3.3.3. Audit findings.
 - 5.3.3.4. Recent personnel or system changes.
 - 5.3.3.5. Financial solvency.
 - 5.3.3.6. Adequacy of internal controls.
- 5.3.4. The Department may incorporate contract monitoring procedures and activities into the final contract to address identified risks, which may include but are not limited to:



- 5.3.4.1. Requiring the Contractor to provide fiscal reports and documentation behind reports to the Department for review.
- 5.3.4.2. Reviewing Contractor reporting processes and systems for data integrity.
- 5.3.4.3. Performing file reviews to ensure Contractor compliance with state and federal laws and rules in the administration of the contract.
- 5.3.4.4. Conducting site visits to assess Contractor compliance with applicable contract objectives and requirements.
- 5.3.4.5. Reviewing Contractor expenditure details to ensure all expenditures are allowable and in compliance with federal and state laws and other applicable policies or rules.
- 5.3.4.6. Providing targeted training or technical assistance to the Contractor.
- 5.3.4.7. Reviewing monthly financial data to assess Contractor financial solvency.
- 5.3.5. Statement of Vendor's Financial Condition
 - 5.3.5.1. The Proposer ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered by the Department as part of the risk assessment to determine if enhanced contract monitoring is required if a contract is awarded.
 - 5.3.5.2. Each Proposer must submit audited financial statements for the four (4) most recently completed fiscal years. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles.
 - 5.3.5.3. Complete financial statements must include the following:
 - 5.3.5.3.1. Opinion of Certified Public Accountant;
 - 5.3.5.3.2. Balance Sheet;
 - 5.3.5.3.3. Income Statement;
 - 5.3.5.3.4. Statement of Cash Flow;
 - 5.3.5.3.5. Statement of Stockholder's Equity of Fund Balance;
 - 5.3.5.3.6. Complete Financial Notes; and
 - 5.3.5.3.7. Consolidating and Supplemental Financial Schedules.
 - 5.3.5.4. A Proposer, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Proposer, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Vendor alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.
 - 5.3.5.5. If a Proposer is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain



such certification of audit, the Proposer shall submit the following as part of its proposal:

- 5.3.5.5.1. Uncertified financial statements; and
- 5.3.5.5.2. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification

6. PROPOSAL PROCESS:

6.1. Contact Information – Sole Point of Contact:

6.1.1. The sole point of contact, the Contract Specialist, relative to the proposal process for this RFP, from the RFP issue date until the selection of a Proposer, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire
Department of Health and Human Services
Jennifer Hackett
Administrator I, Team Lead
Brown Building
129 Pleasant St.
Concord, New Hampshire 03301
Email: Jennifer.hackett@dhhs.nh.gov
Phone: 603-271-9605

6.1.2. From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the Department regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact listed in Section 6.1.1, herein. Department employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential Contractor during the selection process, unless otherwise authorized by the RFP Sole Point of Contact. Proposers may be disqualified for violating this restriction on communications

6.2. Procurement Timetable

<u>Procurement Timetable</u>		
All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion.		
Item	Action	Date
1.	Release date for RFP and question submission period opens	4/16/20
2.	Deadline to RSVP for vendors conference using Eventbrite	5/5/20 by midnight
3.	Date of vendors conference hosted on Zoom	5/7/20 from 9am to 11:30am
4.	Deadline to submit questions to DHHS/DCYF	5/14/20 by 5:00pm
5.	Deadline for DHHS to post responses to questions	5/21/20 by 5:00pm
6.	Deadline to submit proposals to DHHS	6/4/20 by 5:00pm



6.3. Questions and Answers:

6.3.1. Proposers' Questions

- 6.3.1.1. All questions about this RFP including, but not limited to, requests for clarification, additional information or any changes to the RFP must be made in writing, citing the RFP page number and part or subpart, and submitted to the Contract Specialist via email as identified in Section 6.1.
- 6.3.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 6.3.1.3. The questions must be submitted by e-mail. However, the Department assumes no liability for ensuring accurate and complete fax and e-mail transmissions.
- 6.3.1.4. Questions must be received by the Department by the deadline given in Section 6.2, Procurement Timetable.

6.3.2. Vendors Conference

- 6.3.2.1. The Vendors Conference will be held on the date specified in Section 6.2, Procurement Timetable, via the digital communications platform Zoom. The conference will serve as an opportunity for Vendors to observe a presentation that will cover information also presented in the RFP and provide technical assistance on the technical and cost proposals and submission process. The Vendors will be given an opportunity to ask questions prior to the Conference by submitting the questions in accordance to Section 6.3.1 Proposer Questions, to the Contract Specialist specified in Section 6.1. The conference will also allow available time for question and answer time periods during the presentation.
- 6.3.2.2. Attendance at the Vendors Conference is not mandatory but is highly recommended. Vendors, good faith potential vendors and their representatives interested in attending the Vendors Conference must RSVP by the date identified in Section 6.2, Procurement Timetable at the following Eventbrite event page: https://nh_cbvs_vendorsconference.eventbrite.com. All attendees will be required to register and disclose their affiliation. *A step-by-step guide for how to register for the Vendors Conference is provided in Appendix H, Proposal Checklist.*
- 6.3.2.3. The Vendors Conference will not be recorded, however, the presentation materials from the meeting and a FAQ document will be posted on the date specified in Section 6.2, Procurement Timetable.

6.3.3. Department Answers

- 6.3.3.1. The Department intends to issue responses to properly submitted questions by the deadline specified in Section 6.2, Procurement Timetable. "Oral answers given in the Vendors Conference are non-binding. Written answers to questions received will be posted on the Department's website at (<http://www.dhhs.nh.gov/business/rfp/index.htm>).

6.4. Exceptions

- 6.4.1. The Department will require the successful Proposer 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 RFP Question Period in Subsection 6.2.



- 6.4.2. 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.
- 6.4.3. If the Department accepts a Proposer's exception, the Department will, at the conclusion of the RFP Question Period, provide notice to all potential Contractors of the exceptions that have been accepted and indicate that exception is available to all potential Contractors by publication of the Department's answers on or about the date indicated in Subsection 6.2.
- 6.4.4. Any exceptions to the standard form contract and exhibits that are not raised by a Proposer during the RFP Question Period will 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.

6.5. RFP Amendment:

- 6.5.1. The Department reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Proposer questions. In the event of an amendment to the RFP, the Department, at its sole discretion, may extend the Proposal Submission Deadline.

6.6. Proposal Submission:

- 6.6.1. Proposals must be submitted electronically to contracts@dhhs.nh.gov and the Contract Specialist at the email address specified in Subsection 6.1.
 - 6.6.1.1. The subject line must include the following information: RFP-2021-DCYF-03-COMMU and the email number of the total (e.g., RFP-2021-DCYF-03-COMMU (1 of 5)).
 - 6.6.1.2. The maximum size of file attachments per email is 10 MB. Proposals with file attachments exceeding 10 MB must be submitted via multiple emails or by zip folder.
- 6.6.2. The Department must receive the proposal by the time and date specified in the Procurement Timetable and in the manner specified or it may be rejected as non-compliant.
- 6.6.3. The Department may waive or offer a limited opportunity for a Proposer to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the Department.
- 6.6.4. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of the Proposals shall be at the Proposer's expense.

6.7. Non-Collusion:

- 6.7.1. The Proposer's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP 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 proposal.

6.8. Collaborative Proposals:

- 6.8.1. Proposals 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.

6.9. Validity of Proposals:



6.9.1. Proposals must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Sub-Section 6.2, or until the Effective Date of any resulting Contract, whichever is later.

6.10. Property of Department:

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

6.11. Proposal Withdrawal:

6.11.1. Prior to the Proposal Submission Deadline specified in Subsection 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 6.1.

6.12. Public Disclosure:

6.12.1. Pursuant to RSA 21-G:37, the content of responses to this RFP must remain confidential until the Governor and Executive Council have awarded a contract. At the time of receipt of Proposals, 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 RFP, the Department will post the name, rank or score of each Proposer. The Proposer's disclosure or distribution of the contents of its Proposal, other than to the State, will be grounds for disqualification at the State's sole discretion.

6.12.2. The content of each Proposal and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a Proposal in response to this RFP may 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 RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

6.12.3. Insofar as a Proposer seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Proposer must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This must be done by separate letter identifying by page number and Proposal Section the specific information the Vendor claims to be exempt from public disclosure pursuant to RSA 91-A:5. **The Proposer is strongly encouraged to provide a redacted copy of their Proposal.**

6.12.4. Each Proposer acknowledges that the Department is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. The Department shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event the Department receives a request for the information identified by a Proposer as confidential, the Department shall notify the Proposer and specify the date the Department intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Proposer's responsibility and at the Proposer's sole expense. If the Proposer's fails to obtain a court order enjoining the disclosure, the Department may release the information on the date the Department specified in its notice to the Proposer without incurring any liability to the Proposer.

6.13. Non-Commitment:



**New Hampshire Department of Health and Human Services
DCYF Community-Based Voluntary Services**

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

6.14. Liability:

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

6.15. Request for Additional Information or Materials:

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

6.16. Oral Presentations and Discussions:

6.16.1. The Department reserves the right to require some or all Proposers to make oral presentations of their Proposal. Any and all costs associated with an oral presentation shall be borne entirely by the Proposer. Proposers may be requested to provide demonstrations of any proposed automated systems. Such a request will be in writing and will not provide a Proposer with an opportunity to change, extend, or otherwise amend its proposal in intent or substance.

6.17. Successful Proposer Notice and Contract Negotiations:

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

6.18. Scope of Award and Contract Award Notice:

6.18.1. The Department reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.

6.18.2. If a contract is awarded, the Contractor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

6.19. Site Visits:

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

6.20. Protest of Intended Award:

6.20.1. Any challenge of an award made or otherwise related to this RFP shall be governed by RSA 21-G:37, and the procedures and terms of this RFP. The procedure set forth in RSA 21-G:37, IV, shall



be the sole remedy available to challenge any award resulting from this RFP. In the event that any legal action is brought challenging this RFP 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.

6.21. Contingency:

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

6.22. Ethical Requirements:

6.22.1. From the time this RFP is published until a contract is awarded, no Proposer 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 an RFP, or similar submission. Any Proposer that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Proposer 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 an Proposal to this RFP, or similar request for submission and every such Proposer shall be disqualified from submitting any Proposal or similar request for submission issued by any state agency. A Proposer that was disqualified under this Section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state’s internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

7. PROPOSAL OUTLINE AND REQUIREMENTS:

7.1. Presentation and Identification:

7.1.1. Overview

7.1.1.1. Proposer are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Vendor’s risk and may, at the discretion of the State, result in disqualification.

7.1.1.2. Proposals must conform to all instructions, conditions, and requirements included in the RFP.

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

7.1.1.4. Proposals should be received by the Proposal Submission Deadline specified in Subsection 6.2, Procurement Timetable and submitted electronically as specified in Subsection 6.6.

7.1.1.5. Fax or paper proposals will not be accepted.

7.1.1.6. Proposers shall submit a Technical Proposal and a Cost Proposal.

7.1.2. Presentation

7.1.2.1. Electronic submissions of the Proposal must be separated by individual, identified electronic documents as indicated in Section 7.2.1.

7.2. Outline and Detail:

7.2.1. **General Contents**



**New Hampshire Department of Health and Human Services
DCYF Community-Based Voluntary Services**

- 7.2.1.1. The Transmittal Cover Letter must:
- 7.2.1.1.1. Be on the Proposer’s company letterhead.
 - 7.2.1.1.2. Be signed by an individual who is authorized to bind the company to all statements, including services and prices contained in the Proposal.
 - 7.2.1.1.3. Contain the following:
 - 7.2.1.1.4. Identify the submitting organization;
 - 7.2.1.1.5. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
 - 7.2.1.1.6. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
 - 7.2.1.1.7. Identify the name, title, telephone number, and e-mail address of the person who will serve as the Vendor’s representative for all matters relating to the RFP;
 - 7.2.1.1.8. Acknowledge that the Proposer has read this RFP, understands it, and agrees to be bound by its requirements;
 - 7.2.1.1.9. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications;
 - 7.2.1.1.10. Confirm that Appendix A P-37 General Provisions and Standard Exhibits has been read and is understood;
 - 7.2.1.1.11. Explicitly state that the Proposal is valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 6.2, or until the Effective Date of any resulting Contract, whichever is later;
 - 7.2.1.1.12. Include the date that the Proposal was submitted.
 - 7.2.1.1.13. General company overview;
 - 7.2.1.1.14. Ownership and subsidiaries;
 - 7.2.1.1.15. Company background and primary lines of business;
 - 7.2.1.1.16. Number of employees;
 - 7.2.1.1.17. Headquarters and satellite locations;
 - 7.2.1.1.18. Current project commitments;
 - 7.2.1.1.19. Major government and private sector clients;
 - 7.2.1.1.20. Mission Statement;
 - 7.2.1.1.21. The programs and activities of the company;
 - 7.2.1.1.22. The number of people served;
 - 7.2.1.1.23. Company accomplishments;
- 7.2.1.2. New Hampshire Certificate of Good Standing



**New Hampshire Department of Health and Human Services
DCYF Community-Based Voluntary Services**

7.2.1.2.1. The Department requires every Contractor to acquire a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State.

7.2.1.3. Affiliations – Conflict of Interest

7.2.1.3.1. The Proposer must include a statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest.

7.2.1.4. Required Attachments

7.2.1.4.1. The following are required statements that must be included with the Proposal. The Proposer must complete the correlating forms found in the RFP Appendices and submit them as the “Required Attachments” section of the Proposal.

7.2.1.4.1.1. Appendix C, CLAS Requirements.

7.2.1.5. Proposer’s References

7.2.1.5.1. The Proposal must include relevant information about at least three (3) similar or related contracts or subcontracts awarded to the Vendor. Particular emphasis should be placed on previous contractual experience with government agencies. The Department reserves the right to contact any reference identified. The information must contain the following:

7.2.1.5.1.1. Name, address, telephone number, and website of the customer;

7.2.1.5.1.2. A description of the work performed under each contract;

7.2.1.5.1.3. A description of the nature of the relationship between the Vendor and the customer;

7.2.1.5.1.4. Name and contact information of the person whom the Department can contact; and

7.2.1.5.1.5. Dates of performance.

7.2.2. Technical Proposal Contents

7.2.2.1. Appendix D, Technical Proposal

7.2.2.1.1. The Proposer must answer all questions and must include all items requested for the Proposal to be considered.

7.2.2.1.2. The Proposer must use the digital template available (Appendix D, Technical Proposal Template).

7.2.2.2. Implementation Plan

7.2.2.2.1. Proposers must provide a brief summary of your intended approach for implementing this service, including but not limited to: major milestones, projected dates for meeting milestones and overall duration of implementation/startup period. These plans are unscored but are used to help the Department plan its support for vendors.



7.2.2.2. The Proposer is free to use whatever format their organization wishes to complete the implementation plan.

7.2.3. Cost Proposal Contents

7.2.3.1. The following are required statements that must be included with the Proposal. The Proposer must complete the correlating forms found in the RFP Appendices and submit them as the “Required Attachments” section of the Proposal.

7.2.3.1.1. Appendix B, Contract Monitoring Provisions

7.2.3.1.2. Appendix E, Budget Template (including program staff list)

7.2.3.1.3. Appendix F, Budget Narrative

8. MANDATORY BUSINESS SPECIFICATIONS:

8.1. Contract Terms, Conditions and Liquidated Damages, Forms:

8.1.1. Contract Terms and Conditions

8.1.1.1. The State of New Hampshire sample contract is attached. The Proposer must agree to contractual requirements as set forth in the Appendix A, P-37 General Provisions and Standard Exhibits.

8.1.2. Liquidated Damages

8.1.2.1. The State may negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.

8.1.2.2. The Department and the Vendor agree that the actual damages that the Department will sustain in the event the Vendor fails to maintain the required performance standards throughout the life of the contract will be uncertain in amount and difficult and impracticable to determine. The Vendor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department’s operations. Therefore, the parties agree that liquidated damages shall be determined as part of the contract specifications.

8.1.2.3. Assessment of liquidated damages may be in addition to, and not in lieu of, such other remedies as may be available to the Department. Except and to the extent expressly provided herein, the Department shall be entitled to recover liquidated damages applicable to any given incident.

8.1.2.4. The Department may determine compliance and assessment of liquidated damages as often as it deems reasonable necessary to ensure required performance standards are met. Amounts due the State as liquidated damages may be deducted by the State from any fees payable to the Contractor and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from the Contractor to the State.

9. ADDITIONAL INFORMATION:

9.1. Appendix A – P-37 General Provisions and Standard Exhibits

9.2. Appendix B – Contract Monitoring Provisions

9.3. Appendix C – CLAS Requirements

9.4. Appendix D – Technical Proposal Template

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- 9.5. Appendix E – Budget Template (including program staff list)**
- 9.6. Appendix F – Budget Narrative Template**
- 9.7. Appendix G - Target Population Data**
- 9.8. Appendix H – Proposal Checklist**

Do Not Return**Subject:** _____

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number () -	1.6 Account Number	1.7 Completion Date Select a Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (<i>if applicable</i>) G&C Item number: _____ G&C Meeting Date: _____			

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Contractor Initials _____
Date _____

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2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the State.

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Contractor Initials _____
Date _____

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and

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submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR’S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials _____

Date _____

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials _____
Date _____

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New Hampshire Department of Health and Human Services



Exhibit A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1 – Revisions to Form P-37, General Provisions

1.1 Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Exhibit A - Revisions to Standard Contract Provisions

Contractor Initials _____

Date _____

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New Hampshire Department of Health and Human Services



EXHIBIT B

Scope of Services

To be drafted in accordance with the selected Vendor's proposal, as negotiated with the Department through the procurement process.

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Vendor Name

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Contractor Initials _____

Date _____

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New Hampshire Department of Health and Human Services



EXHIBIT C

Payment Terms

To be drafted in accordance with the selected Vendor's proposal, as negotiated with the Department through the procurement process.

VENDOR NAME

Exhibit C

Contractor Initials _____

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Date _____

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New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
 NH Department of Health and Human Services
 129 Pleasant Street,
 Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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Exhibit D – Certification regarding Drug Free
 Workplace Requirements
 Page 1 of 2

Vendor Initials _____

Date _____



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New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

- 2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

_____ Date

_____ Name:
_____ Title:

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CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

Date

Name:
Title:



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New Hampshire Department of Health and Human Services
Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services
Exhibit F

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: _____

Date

Name:
Title:

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**New Hampshire Department of Health and Human Services
Exhibit G**

**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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Exhibit G

Vendor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

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Rev. 10/21/14

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New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:

Date

Name:
Title:

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Exhibit G

Vendor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

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New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

Date

Name:
Title:

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Vendor Initials _____

Date _____



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



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- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services
The State

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

Date



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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

_____ Date

_____ Name:
_____ Title:

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FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_____ NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

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Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Do Not Return

V5. Last update 10/09/18

Exhibit K
DHHS Information
Security Requirements
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Contractor Initials _____

Date _____

Do Not Return

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- 5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Do Not Return

V5. Last update 10/09/18

Contractor Initials _____

Date _____

Appendix B Contract Monitoring Provisions

Management Questionnaire

All Vendors responding to Department-issued Requests for Proposals (RFPs), Requests for Bids (RFBs), or Requests for Applications (RFAs) must complete and return this Management Questionnaire.

	Question	YES	NO	N/A
1.	Was your organization established more than two years ago?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
2.	During the past 18 months, have you experienced staff turnover in positions that will be involved in the administration of the contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
3.	Have you managed the same or a similar contract or program during one of the last five (5) calendar years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
4.	Have you received federal funds from the Department through a contract during one of the last five (5) calendar years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
5.	Were you ever provided formal written notification from the Department that you were in non-compliance or failed to perform in accordance with contract provisions or requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
6.	If you had a Single Audit performed in accordance with the Federal Uniform Guidance (2 CFR 200 subpart F (200.500)) by an external entity or an audit performed by a state or federal agency during the most recently completed fiscal year, did the audit include any findings?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
7.	Have you ever been required to return payments to the Department as a result of an audit, unallowable expenditure or any other reason?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
8.	Has your organization implemented a new accounting, financial, or programmatic IT system within the last two years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
9.	Are you aware of any ongoing or pending lawsuits filed against your organization or any investigations or inspections of your organization by any state or federal regulatory agency within the last two years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
10.	With Department approval, if you intend to subcontract a portion of the work under the resulting contract to another entity, do you have competitive bid procedures for purchases and personal services contracts compliant with state and federal regulations, laws, and rules?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
11.	With Department approval, if you intend to subcontract a portion of the work under the resulting contract to another entity, do you have written policies and procedures for subrecipient/contractor determinations, risk assessments, and subrecipient monitoring as required under Federal Uniform Guidance (2 CFR subpart D (200.300))?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

Appendix B Contract Monitoring Provisions

12.	Does your accounting system identify the receipt and expenditure of program funds separately by each contract or grant, and by line item categories?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
13.	Does your organization maintain a formal system of segregation of duties for procurement, time keeping, and bank statement reconciliation activities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
14.	Do you have procedures to ensure expenditures are reviewed by an independent person* to determine that all expenditures are allowable under the terms of the contract as well as federal and state regulations, laws and rules?*	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
15.	Are time distribution records maintained for each employee performing contracted services that account for time spent working on the contract versus time spent on all other activities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
16.	Does your financial system compare amounts spent to date with budgeted amounts for each award?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
17.	Does your accounting or financial system include budgetary controls to prevent incurring obligations in excess of total funds available for a grant or a cost category (e.g., personnel costs, equipment, travel)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
18.	Do you maintain written policy and procedures for all aspects of financial transactions and accounting related to time keeping, a record retention, procurement, and asset management that are compliant with Federal Uniform Guidance requirements (2 CFR subpart D (200.300))?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

*An independent person can be any individual within an organization or an outside third party, who verifies that an expenditure made by another person, is appropriate and in accordance with the terms of the contract. For example, one person would be responsible for making a purchase or authorizing payment and a second independent person verifies that funds were spent appropriately. If you do not have an independent person, please mark "No" for Question 15.

Marking No or N/A for any question on the Management Questionnaire does not preclude a Vendor from being selected.

I hereby declare that the answers provided in this Management Questionnaire are accurate and true to the best of my knowledge.

Signature

Printed Name & Job Title

Date

APPENDIX C

Addendum to CLAS Section of RFP for Purpose of Documenting Title VI Compliance

All DHHS applicants are required to complete the following two (2) steps as part of their application:

- (1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;
- (2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

Background:

Title VI of the Civil Rights Act of 1964 and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program that receives Federal financial assistance. The courts have held that national origin discrimination includes discrimination on the basis of limited English proficiency. Any organization or individual that receives Federal financial assistance, through either a grant, contract, or subcontract is a covered entity under Title VI. Examples of covered entities include the NH Department of Health and Human Services and its contractors.

Covered entities are required to take reasonable steps to ensure **meaningful access** by persons with limited English proficiency (LEP) to their programs and activities. LEP persons are those with a limited ability to speak, read, write or understand English.

The **key** to ensuring meaningful access by LEP persons is effective communication. An agency or provider can ensure effective communication by developing and implementing a language assistance program that includes policies and procedures for identifying and assessing the language needs of its LEP clients/applicants, and that provides for an array of language assistance options, notice to LEP persons of the right to receive language assistance free of charge, training of staff, periodic monitoring of the program, and translation of certain written materials.

The Office for Civil Rights (OCR) is the federal agency responsible for enforcing Title VI. OCR recognizes that covered entities vary in size, the number of LEP clients needing assistance, and the nature of the services provided. Accordingly, covered entities have some flexibility in how they address the needs of their LEP clients. (In other words, it is understood that one size language assistance program does not fit all covered entities.)

The **starting point** for covered entities to determine the extent of their obligation to provide LEP services is to apply a four-factor analysis to their organization. It is important to understand that the flexibility afforded in addressing the needs of LEP clients **does not diminish** the obligation covered entities have to address those needs.

APPENDIX C

Examples of practices that may violate Title VI include:

- Limiting participation in a program or activity due to a person's limited English proficiency;
- Providing services to LEP persons that are more limited in scope or are lower in quality than those provided to other persons (such as when there is no qualified interpretation provided);
- Failing to inform LEP persons of the right to receive free interpreter services and/or requiring LEP persons to provide their own interpreter;
- Subjecting LEP persons to unreasonable delays in the delivery of services.

Applicant STEP #1 – Individualized Assessment Using Four-Factor Analysis

The four-factor analysis helps an organization determine the right mix of services to provide to their LEP clients. The right mix of services is based upon an individualized assessment, involving the balancing of the following four factors.

- (1) The **number** or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program;
- (2) The **frequency** with which LEP individuals come in contact with the program, activity or service;
- (3) The **importance** or impact of the contact upon the lives of the person(s) served by the program, activity or service;
- (4) The **resources** available to the organization to provide effective language assistance.

This addendum was created to facilitate an applicant's application of the four-factor analysis to the services they provide. At this stage, applicants are not required to submit their four-factor analysis as part of their application. **However, successful applicants will be 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 10 days of the date the contract is approved by Governor and Council.** For further guidance, please see the Bidder's Reference for Completing the Culturally and Linguistically Appropriate Services (CLAS) Section of the RFP, which is available in the Vendor/RFP Section of the DHHS website.

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Important Items to Consider When Evaluating the Four Factors.

Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.

Considerations:

- The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service.
- Organizations are required not only to examine data on LEP persons served by their program, but also those in the community who are **eligible** for the program (but who are not currently served or participating in the program due to existing language barriers).
- Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports.
- Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers.
- An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program.
- It is important to remember that the **focus** of the analysis is on the lack of English proficiency, not the ability to speak more than one language.

Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.

- The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily.
- Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program.
- The resulting plan may be as simple as being prepared to use a telephone interpreter service.
- The key is to have a plan in place.

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Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.
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| <ul style="list-style-type: none">• The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed.• When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time. |
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Factor #4 The resources available to the organization to provide effective language assistance.
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| <ul style="list-style-type: none">• A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis.• Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed;• Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations. |
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Applicant STEP #2 - Required Questions Relating to Language Assistance Measures

Taking into account the four-factor analysis, please answer the following questions in the six areas of the table below. (**Do not** attempt to answer the questions until you have completed the four-factor analysis.) The Department understands that your responses will depend on the outcome of the four-factor analysis. The requirement to provide language assistance does not vary, but the measures taken to provide the assistance will necessarily differ from organization to organization.

1. IDENTIFICATION OF LEP PERSONS SERVED OR LIKELY TO BE ENCOUNTERED IN YOUR PROGRAM		
a. Do you make an effort to identify LEP persons served in your program? (One way to identify LEP persons served in your program is to collect data on ethnicity, race, and/or preferred language.)	Yes	No
b. Do you make an effort to identify LEP persons likely to be encountered in the population eligible for your program or service? (One way to identify LEP persons likely to be encountered is by examining external data sources, such as Census data)	Yes	No
c. Does you make an effort to use data to identify new and emerging population or community needs?	Yes	No
2. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE		
Do you inform all applicants / clients of their right to receive language / communication assistance services at no cost? (Or, do you have procedures in place to notify LEP applicants / clients of their right to receive assistance, if needed?) <u>Example:</u> One way to notify clients about the availability of language assistance is through the use of an "I Speak" card.	Yes	No
3. STAFF TRAINING		
Do you provide training to personnel at all levels of your organization on federal civil rights laws compliance and the procedures for providing language assistance to LEP persons, if needed?	Yes	No
4. PROVISION OF LANGUAGE ASSISTANCE		
Do you provide language assistance to LEP persons, free of charge, in a timely manner? (Or, do you have procedures in place to provide language	Yes	No

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assistance to LEP persons, if needed) In general, covered entities are required to provide two types of language assistance: (1) oral interpretation and (2) translation of written materials. Oral interpretation may be carried out by contracted in-person or remote interpreters, and/or bi-lingual staff. <u>(Examples</u> of written materials you may need to translate include vital documents such as consent forms and statements of rights.)			
5. ENSURING COMPETENCY OF INTERPRETERS USED IN PROGRAM AND THE ACCURACY OF TRANSLATED MATERIALS			
a. Do you make effort to assess the language fluency of all interpreters used in your program to determine their level of competence in their specific field of service? (Note: A way to fulfill this requirement is to use certified interpreters only.)	Yes	No	
b. As a general rule, does your organization avoid the use of family members, friends, and other untested individual to provide interpretation services?	Yes	No	
c. Does your organization have a policy and procedure in place to handle client requests to use a family member, friend, or other untested individual to provide interpretation services?	Yes	No	
d. Do you make an effort to verify the accuracy of any translated materials used in your program (or use only professionally certified translators)? (Note: Depending on the outcome of the four-factor analysis, N/A (Not applicable) may be an acceptable response to this question.	Yes	No	N/A
6. MONITORING OF SERVICES PROVIDED			
Does you make an effort to periodically evaluate the effectiveness of any language assistance services provided, and make modifications, as needed?	Yes	No	
If there is a designated staff member who carries out the evaluation function? If so, please provide the person's title: _____	Yes	No	

By signing and submitting this attachment to RFA# _____, the Contractor affirms that it:

- 1.) Has completed the four-factor analysis as part of the process for creating its proposal, in response to the above referenced RFA.

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- 2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to **all** LEP persons to all programs, services, and/or activities offered by my organization.
- 3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

Contractor/Vendor Signature

Contractor's Representative Name/Title

Contractor Name

Date