



State of New Hampshire Department of Health and Human Services

REQUEST FOR PROPOSALS RFP-2017-BBH-02-PEERS

FOR

Peer Support Services

March 24, 2016



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1. INTRODUCTION

1.1. Purpose and Overview

The New Hampshire Department of Health and Human Services, Bureau of Behavioral Health, is publishing this Request for Proposals to seek Vendors to provide mental health peer support services to persons 18 years of age or older.

Vendors will provide models of peer support services that include wellness and recovery services for consumers and by consumers (See Section 1.3 Definitions). Peer Support Services are designed to assist consumers' recovery from mental illness by fostering the ability of people to fully participate in their families, their communities, and achieve employment to the level they choose.

Vendors will provide peer support based on a model of supportive interactions such as International Peer Support (IPS) that includes shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers, that are face-to-face or by telephone.

Vendors will provide peer support services in at least one geographic region as defined in Appendix H Geographic Regions. A Vendor may propose providing services in more than one region; however, the Department will select no more than one Vendor per region.

The Department is seeking services to be provided in all regions so there is a statewide provision of Peer Support Services.

Though not required, Vendors who are proposing to provide peer support, wellness and recovery services, may consider providing one or more of the following services:

- a. Crisis Respite, a 24 hour, short-term, non-medical program designed as an alternative to hospitalization.
- b. Transitional Housing which consists of short-term, temporary housing intended for consumers who have been discharged from psychiatric hospitalization, when permanent housing is unavailable.
- c. Permanent Housing which typically consists of an apartment owned by the peer support agency and is intended to be a long term housing option for consumers.
- d. Warmline that offers on-call telephone peer support services to members, participants, and others statewide that want or need assistance with crises.

1.2. Request for Proposal Terminology

BBH – Bureau of Behavioral Health

CHC – Community Health Center

DHHS – Department of Health and Human Services

PSA – Peer Support Agency



RFP – Request for Proposals. A Request for Proposals means an invitation to submit a proposal to provide specified goods or services, where the particulars of the goods or services and the price are proposed by the vendor and, for proposals meeting or exceeding specifications, selection is according to identified criteria as provided by RSA 21-I:22-a and RSA 21-I:22-b.

SAMHSA – Substance Abuse and Mental Health Services Administration

SFY – State Fiscal Year, period July 1 through June 30

SMI - Serious Mental Illness

SPMI – Serious and Persistent Mental Illness

1.3. Definitions

- 1.3.1. Board of Directors means the governing body of a nongovernmental Peer Support Agency.
- 1.3.2. Consumers are any individual, 18 years of age or older, who self identifies as a recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.
- 1.3.3. Culturally Competent means having attained the knowledge, skills, and attitudes necessary to provide effective supports, services, education and technical assistance to the populations in the region served by the Peer Support Agency.
- 1.3.4. Business Days are considered Monday through Friday, excluding Saturday and Sunday.
- 1.3.5. Guests are any persons who are invited to visit the Peer Support Agency by a member, participant, or the Peer Support Agency.
- 1.3.6. Management staff means staff that is responsible for supervising other staff and volunteers affiliated with the program.
- 1.3.7. Members are any consumers, who have made an informed decision to join, and agrees to support the goals and objectives of, the Peer Support Agency
- 1.3.8. Mental illness is defined in RSA 135-C:2 X, namely, "a substantial impairment of emotional processes, or of the ability to exercise conscious control of one's actions, or of the ability to perceive reality or to reason, when the impairment is manifested by instances of extremely abnormal behavior or extremely faulty perceptions. It does not include impairment primarily caused by: (a) epilepsy; (b) mental retardation; (c) continuous or noncontinuous periods of intoxication caused by substances such as alcohol or drugs; or (d) dependence upon or addiction to any substance such as alcohol or drugs."
- 1.3.9. Participant means a consumer, who is not member, who participates in any aspect of the peer support agency's services
- 1.3.10. SMI - Serious Mental Illness - Refers to individuals whom the state defines as having either Serious Mental Illness (SMI) or Serious and Persistent Mental Illness (SPMI) pursuant to N.H. Revised Statutes Annotated (RSA) 135-C:2, XV.



- 1.3.11. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness.
- 1.3.12. Recovery means for a person with a mental illness, development of personal and social skills, beliefs and characters that support choice, increase quality of life, minimize or eliminate impairment, and decrease dependence on professional services.
- 1.3.13. Region means a geographic area of cities and towns where peer support services are provided to the residents of certain communities.
- 1.3.14. Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.

1.4. Contract Period

The Contract resulting from this RFP will be effective July 1, 2016 or upon the date of Governor & Executive Council approval, whichever is later through June 30, 2018.

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.

2. BACKGROUND AND REQUIRED SERVICES

2.1. New Hampshire Department of Health and Human Services, Bureau of Behavioral Health

The Bureau of Behavioral Health (BBH) is New Hampshire's single state mental health authority. The Bureau of Behavioral Health seeks to promote full community inclusion for individuals (18 years or older) having severe mental illness (SMI), severe and persistent mental illness (SPMI) or who are severely mentally disabled. The State places a high emphasis on supporting individuals in their community with a broad range of supports and services that reduce the need for inpatient care.

2.2. Results

The work of the Vendors shall:

- a. Increase quality of life for persons living with mental illness in NH.
- b. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
- c. Increase choice regarding the services and supports available to persons living with mental illness in NH.
- d. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
- e. Increase social connectedness for persons living with mental illness in NH.
- f. Increase satisfaction with peer support services.



3. STATEMENT OF WORK

3.1. Covered Populations and Services

Vendors will provide mental health peer support services to persons 18 years of age or older who self identify as a recipient, as a former recipient, or as a significant risk of becoming a recipient mental health services.

Vendors shall give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.

3.2. Peer Support Services

3.2.1. The Vendor shall provide peer support services that are provided for consumers and by consumers as follows:

3.2.1.1. Provide peer support services that include supportive interactions shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

3.2.1.2. Provide peer support services face-to-face or by telephone to members of a peer support agency or others who contact the agency during normal business hours defined as at least 8:00 am to 5:00 pm.

3.2.1.3. Provide peer support services at a minimum based on the Intentional Peer Support model that:

- a. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
- b. Fosters self-advocacy skills, autonomy, and independence;
- c. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators;
- d. Offers alternative views on mental health, mental illness and the effects of trauma and abuse;
- e. Encourages informed decision-making about all aspects of people's lives;
- f. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
- g. Emphasizes a holistic approach to health that includes a vision of the "whole" person; and



- 3.2.1.4. Provide opportunities to learn wellness strategies, by using at a minimum Wellness Recovery Action Planning (WRAP) and Whole Health Action Management (WHAM), to strengthen a member's and participant's ability to attain and maintain their health and recovery from mental illness
- 3.2.1.5. Provide outreach by face-to-face or by telephone contact with consumers by providing support to members who are unable to attend agency activities, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless.
- 3.2.1.6. Provide monthly newsletters published by the peer support agency that describes agency services and activities, other community services, social and recreational opportunities, member articles and contributions and other relevant topics that might be of interest to members and participants.
- 3.2.1.7. Distribute the Newsletters to the members and other interested parties, such as community mental health centers and other appropriate community organizations, at least five (5) business days prior to the upcoming month.
- 3.2.1.8. Provide Monthly Education Events and Presentations of information germane to issues and concerns of consumers of mental health services which shall include, education topics to be covered over the course of the year, but not limited to:
 - a. Rights Protection,
 - b. Peer Advocacy,
 - c. Recovery,
 - d. Employment
 - e. Wellness Management, and
 - f. Community Resources.
- 3.2.1.9. Provide at least 5 days prior to the beginning of the month, to the Office of Consumer and Family Affairs within the Department's Bureau of Behavioral Health, both electronic and a paper copy of the monthly newsletters and education events in Section 3.2.1.16 and Section 3.2.1.18.
- 3.2.1.10. Provide Individual Peer Assistance by assisting adults to:
 - a. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment,
 - b. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances; and
 - c. Promote self-advocacy.
- 3.2.1.11. Provide Employment Education by assisting members with:
 - a. Information on obtaining and maintaining competitive employment (any employment open to the general public and



- achieved during the quarter, even if employment is time limited),
 - b. Referrals to community mental health centers employment programs,
 - c. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
- 3.2.1.12. Inform the members and general public about the peer supports and wellness services available at a minimum as follows:
- a. Provide monthly Community Education Presentations to potential referral sources, funders, or families of individuals affected by mental illness, about mental illness and the peer support community.
- 3.2.1.13. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery at a minimum as follows:
- 3.2.1.14. Collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
- 3.2.1.15. Provide training and technical assistance to help consumers on their own behalf regarding healthcare such as but not limited to, sharing techniques for being ready for a doctor's appointment, how to take notes, how to use the physician's desk reference book for medications and a review of patient rights.
- 3.2.1.16. Invite guests to participate in peer support activities.
- 3.2.1.17. Provide residential support services as needed by members and participants by providing support and assistance such as but not limited to help with staying in their home or apartment, or finding a place to live.
- 3.2.1.18. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events.
- 3.2.2. The Vendor shall provide transportation services to members, participants and guests as follows:
- 3.2.2.1. Use a Vendor owned or leased vehicle.
 - 3.2.2.2. Transport members, participants, guests to and from their homes and/or the Vendor's peer support agency to participate in activities such as but not limited to:
 - a. Peer Support Services
 - b. Wellness and Recovery Activities
 - c. Annual Conferences
 - d. Regional Meetings



- 3.2.2.3. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
 - a. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500
 - b. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, and
 - c. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing
- 3.2.2.4. Require that all employees, members, or volunteers who drive Vendor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
- 3.2.2.5. Require that all employees, members, or volunteers who drive Vendor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.2.2.6. Agrees that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this RFP and may not be used to pay for taxi or bus rides.

3.3. Optional Services

- 3.3.1. Though not required, the Vendor who provides peer support services in Section 3.2. may consider providing one or more of the following services:
 - 3.3.1.1. A peer operated Crisis Respite that provides early intervention for individuals (18) years of age and older who have a mental illness and are experiencing a crisis in the community as follows:
 - a. Provide to any consumer in New Hampshire regardless of where they live or work.
 - b. Provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.
 - c. Provide interventions using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.
 - d. Provide a place for the person to stay temporarily in order to facilitate recovery and shall be staffed with a trained personnel twenty-four (24) hours per day when participants are in the program.
 - e. Develop a referral process and making referrals to the local community mental health center for those who require a higher level of care or evaluation for hospitalization.
 - f. Offer other peer support agency services and supports during the course of stay at the crisis respite program.



- g. Provide transportation to and from the crisis respite program to other community-based appointments.
 - h. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.
 - i. Provide individualized supports with a focus on wellness and recovery that may include Wellness Recovery Action Plan (WRAP), if applicable.
 - j. Support the individual in returning to participation in community activities, services and supports.
 - k. Ensure the individual's health needs if they become ill or injured are addressed during the course of their stay in the crisis respite program.
 - l. Ensure communication with other service providers involved in the individual's care, with their written consent.
- 3.3.1.2. Permanent community-based housing without a designated length of stay such as in a peer agency owned apartment for members with a month-to-month lease, for members who need to reside in the region where the housing is located.
- 3.3.1.3. Peer Operated Transitional Housing by offering shelter to individuals who are in the process of re-entering the community after being discharged from inpatient or residential services for mental wellness challenges and who are independent in managing their own medications as follows:
 - a. Provide to any individual in New Hampshire regardless of where they live or work.
 - b. Provide a form of housing such as an apartment the is adjacent to or attached or part of the peer support agency with the amenities for the individual to live independently
 - c. Develop individualized Wellness Plans
 - d. Offer all programs and peer support services provided by the peer support agency
 - e. Assist the individual with identifying and obtaining benefits such as but not limited to food stamps, heating assistance,
 - f. Make referrals to community based services and finding permanent housing.
 - g. Limit the length of stay to 120 days.
- 3.3.1.4. Warmline Services that offers on-call telephone peer support services to members, participants, and others statewide that:
 - a. Are provided during the hours the peer support agency is closed.
 - b. Are mainly provided to individuals in the Contractor's region with the ability to receive calls from and make calls to individuals statewide.
 - c. Assist individuals in addressing a current crisis related to their mental health.
 - d. Refer clients to appropriate treatment and other resources in the consumer's service area.



- e. Are provided by staff that are trained in providing crisis services.
- f. May include outreach calls described in Section 3.2.1.5

3.4. Geographic Area

- 3.4.1. The Vendor will provide peer support services in at least one geographic region as defined in Appendix H, Geographic Regions.
- 3.4.2. The Vendor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.
- 3.4.3. The Vendor agrees to provide a physical location/building to provide peer support services that are in accordance with Appendix B, Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
 - 3.4.3.1. A Building in compliance with local health, building and fire safety codes,
 - 3.4.3.2. A Building that is maintained in good repair and be free of hazard,
 - 3.4.3.3. A building that includes:
 - a. At least one indoor bathroom which includes a sink and toilet,
 - b. At least one telephone for incoming and outgoing calls,
 - c. A functioning septic or other sewage disposal system, and
 - d. A source of potable water for drinking and food preparation as follows:
 - i. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter, and
 - ii. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented

3.5. Enrolling Consumers for Services and/or as Members with a Peer Support Agency

- 3.5.1. The Vendor agrees that individuals defined in Section 3.1 of this RFP, are eligible for any services in this RFP and
 - 3.5.1.1. have a desire to work on wellness issues,
 - 3.5.1.2. that their participation in services is voluntary.
- 3.5.2. The Vendor may encourage consumers to complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 3.5.3. The Vendor agrees that at a minimum the membership application shall state that the consumer supports the mission of the Peer Support Agency.
- 3.5.4. The Vendor agrees to provide services in this RFP to any consumers who are non-members or members participating in services.



3.6. Staffing Requirements for a Peer Support Agency

- 3.6.1. The Vendors shall employ executive director who:
 - 3.6.1.1. Is appointed by the board of directors (See Section 3.8);
 - 3.6.1.2. Is employed by the Vendor and is supervised by the board of directors in accordance with the published job description and competitive application process;
 - 3.6.1.3. Has at a minimum the following qualification:
 - a. One year of supervisory or management experience, and
 - i. An associate's degree or higher administration, business management, education, health, or human services; or
 - ii. Each year of experience in the peer support field may be substituted for one year of academic experience: or
 - iii. Each year of experience in the peer support field may be substituted for one year of academic experience.
 - 3.6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
 - a. The performance expectations approved by the board
 - b. The Department's policies and rules
 - c. The Contract terms and conditions
 - d. The Quality improvement reviews
- 3.6.2. The Vendor shall provide sufficient staff to perform all tasks specified in this Agreement.
- 3.6.3. The Vendor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.
- 3.6.4. The Vendor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.
- 3.6.5. The Vendor shall screen each staff member for tuberculosis prior to employment.



- 3.6.6. The Vendor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, and against the Division of Children, Youth and Families Central Registry Check to assure that any person who is in regular contact with members and who becomes employed by the Vendor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 3.6.7. The Vendor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 3.6.8. The Vendor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
 - 3.6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
 - 3.6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
 - 3.6.8.3. The description of time frames necessary for obtaining staff replacements;
 - 3.6.8.4. An explanation of the Vendor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

3.7. Staff Training and Development

- 3.7.1. The Vendor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals.
- 3.7.2. The Vendor shall provide orientation for all new staff providing peer support that includes, but not limited to:
 - 3.7.2.1. The statewide peer support system,
 - 3.7.2.2. All Department policies and rules applicable to the peer support,
 - 3.7.2.3. Protection of member and participant rights.
 - 3.7.2.4. Vendor policies and procedures
 - 3.7.2.5. PSA grievance procedures,
 - 3.7.2.6. Harassment, discrimination, and diversity,



- 3.7.2.7. Documentation such as incident reports, attendance records, and telephone logs, and
- 3.7.2.8. Confidentiality
- 3.7.3. The Vendor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
 - a. Job Descriptions
 - b. Staffing pattern
 - c. Conditions of employment
 - d. Grievance procedures
 - e. Performance reviews
 - f. Individual staff development plans
 - g. Prior employment, each staff member shall demonstrate evidence of or willingness to verify:
 - i. Citizenship or authorization to work
 - ii. Motor Vehicle Records check to ensure that potential employee has a valid driver's license, if such employee will be transporting members or participants
 - iii. Criminal Records Check
 - iv. Previous employment
 - v. References
- 3.7.4. The Vendor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
 - 3.7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment;
 - 3.7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC);
 - 3.7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test;
 - 3.7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03;
 - 3.7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious;



- 3.7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out;
- 3.7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003); and
- 3.7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 3.7.5. The Vendor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 3.7.6. The Vendor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 3.7.7. The Vendor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
 - 3.7.7.1. Individuals trained shall be listed separately and sent in with the Appendix D Peer Support Agency Quarterly Statistical Data Form. It is the Vendor's responsibility to maintain files of training attendance and certifications.
 - 3.7.7.2. The Vendor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Vendor or to attend trainings other than offered by the Vendor for staff at least on an annual basis such as but not limited to:
 - a. Peer Support;
 - b. Warmline;
 - c. Facilitating Peer Support Groups;
 - d. Sexual Harassment; and
 - e. Member Rights.
 - 3.7.7.3. The Vendor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
 - 3.7.7.4. If Intentional Peer Support is not being offered in a given year the Vendor shall provide Wellness, Recovery, and Planning training to staff.
 - 3.7.7.5. Administrative staff, including the Executive Director, shall participate in trainings on:
 - a. Staff Development;
 - b. Supervision;
 - c. Performance Appraisals;
 - d. Employment Practices
 - e. Harassment;



- f. Program Development;
 - g. Complaints and the Complaint Process; and
 - h. Financial Management.
- 3.7.8. The Vendor shall ensure that annual Wellness Training is available to staff, members, and other people in the region who have a mental illness.
- 3.7.9. The Vendor shall provide or refer staff to specific training proposed by either the Department or the Vendor, but shall be approved by BBH. Documentation of participation and the training received shall be provided to BBH at completion.
- 3.7.10. The Vendor shall maintain documentation of staff's participation in trainings shall be maintained in the individual personnel files.
- 3.7.11. The Vendor agrees to collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 3.7.12. The Vendor shall require that all employees, members, or volunteers who drive Vendor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.7.13. The Vendor shall purge all data pertaining to members, participants, and guests who have not received peer support services within the prior two-year period. The purge shall be performed in accordance with instructions from the Department.

3.8. Composition and Responsibilities of a Peer Support Agency

- 3.8.1. The Vendor shall establish and maintain a status as a Peer Support Agency by:
 - 3.8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency
 - 3.8.1.2. Having a plan for governance that requires:
 - a. A Board of Directors who:
 - i. Have the responsibility for the entire management and control of the property and affairs of the corporation;
 - ii. Have the powers usually vested in the board of directors of a non-for-profit corporation
 - iii. Is comprised of no fewer than 9 individuals with at least 51% of the individuals who self identify as consumers and no more than 20% of the board members shall be related by blood, marriage, or cohabitation to other board members.
 - iv. Establish and maintain the bylaws
 - b. Bylaws that outline the:
 - i. Responsibilities and powers of the Board of Directors,



- ii. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years
 - iii. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency
 - iv. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 3.8.2. The Vendor will submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
- 3.8.3. The Vendor will submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).
- 3.8.4. The Vendor shall have written descriptions outlining the duties of the members and officers of the board of directors.
- 3.8.5. The Vendor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.
- 3.8.6. The Vendor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.
- 3.8.7. The Vendor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
 - a. Cash Management including cash receipts, cash disbursements, and petty cash;
 - b. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
 - c. Internal Control Procedures; and
 - d. Expense Reimbursement and Advance Policy.
- 3.8.8. The Vendor shall have open attendance to peer support agency members during a portion of a board meeting.
- 3.8.9. The Vendor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
- 3.8.10. The Vendor's Board of Directors shall:
 - 3.8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.



- 3.8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
- 3.8.10.3. Maintain documentation of the process and results of annual board elections.
- 3.8.10.4. Notify the Department immediately in writing of any change in board membership.
- 3.8.11. The Vendor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
 - 3.8.11.1. Human Resources
 - 3.8.11.2. Staff Development
 - 3.8.11.3. Financial Responsibilities
 - 3.8.11.4. Protection for member and participant rights

3.9. Participation in Statewide/Regional Meetings

- 3.9.1. The Vendor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. Participation of individuals shall be from other than the Vendor's employees who provide leadership development meetings, workshops, and training events.
- 3.9.2. The Vendor's Executive Director, or designee, shall attend the Department's monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 3.9.3. The Vendor shall meet at least two (2) times per year, with other regional community support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
 - 3.9.3.1. The Vendor shall submit to the Department written documentation of these meetings.

3.10. Grievance and Appeals

- 3.10.1. The Vendor shall submit for Department approval within 30 days from the contract effective date a grievance and appeals process that includes, but not limited to:
 - 3.10.1.1. Receiving complaints orally or in writing and anonymously that includes at a minimum;
 - a. consumer name,
 - b. date of written grievance,
 - c. nature/subject of the grievance.



- 3.10.1.2. Assisting consumers with the grievance and appeal process such as but not limited to filing a complaint
- 3.10.1.3. Tracking complaints
- 3.10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants;
- 3.10.1.5. An immediate review of the complaint and investigation by the Vendor's director or his or her designee
- 3.10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
- 3.10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
- 3.10.1.8. Submitting a copy of the written decision in Section 3.10.1.7 of the complaint to the Department within 10 days from the written decision.
- 3.10.1.9. An appeal process for members or participants to appeal the written decision made in Section 3.10.1.7

3.11. Deliverables

- 3.11.1. The Vendor shall provide the deliverables, as applicable to their proposal, such as but not limited to the number of members, participants, program utilization, phone contacts, outreach activities, educational events as outlined in Appendix D – Peer Support Agency Quarterly Statistical Data Form.
- 3.11.2. The Vendor shall increase the unduplicated numbers being served in Section 3.11.1 by ten (10) percent of the total served in the previous year, for each State Fiscal Year.
- 3.11.3. The Vendor shall provide a plan describing how to increase the deliverables in Section 3.11.2. See Section 15 RFP Questions, Question 15.2

3.12. Reporting

- 3.12.1. The Vendor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 3.11. using Appendix D the Peer Support Agency Quarterly Statistical Data Form
- 3.12.2. The Vendor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost category and locations, See Appendix E Projected Revenue and Expense Report (Budget Form A).
- 3.12.3. The Vendor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, See Appendix G Capital Expenditure Report (Budget Form C).



- 3.12.4. The Vendor shall provide to the Department by the 30th of the month following the end of the quarter, the prior 3 months, monthly interim Balance Sheet and Profit and Loss Statements for the Vendor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
- 3.12.4.1. Current Ratio that measures the Vendor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Vendor shall maintain a minimum current ratio of 1.1:1.0. with no variance allowed.
 - 3.12.4.2. Accounts Payable that measures the Vendor's timeliness in paying invoices. The Vendor shall not have outstanding invoices greater than sixty (60) days.
 - 3.12.4.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Vendors budget executed year-to-date.
 - a. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
 - b. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

3.13. Quality Improvement

- 3.13.1. The Vendor agrees to quality assurance review as follows:
- 3.13.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
 - 3.13.1.2. Ensure the Department is provided with access that includes but is not limited to:
 - a. Data
 - b. Financial records
 - c. Scheduled access to Vendor work sites/locations/work spaces and associated facilities.
 - d. Unannounced access to Vendor work sites/locations/work spaces and associated facilities.
 - e. Scheduled phone access to Vendor principals and staff
- 3.13.2. The Vendor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
- 3.13.2.1. Participate in quality improvement review as in Section 3.13.1
 - 3.13.2.2. Conduct member satisfaction surveys provided by and as instructed the Department.



- 3.13.2.3. Review of personnel files for completeness; and
- 3.13.2.4. Review of complaint process.
- 3.13.3. The Vendor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Vendor is not in compliance with the contract.

3.14. Delegation and Subcontractors

If any services required in the Scope of Services are provided, in whole or in part, by a subcontracted agency or provider, the Department must be notified in writing and approve the agreement prior to the initiation of the subcontract (See Appendix B, Exhibit C, #19 for more information).

3.15. RFP Questions

- Q1. Describe your experience working with the population in Section 3.1 of this RFP.
- Q2. Describe how you will implement the Intentional Peer Support, Wellness Recovery Action Planning, and Whole Health Action Management and/or other programs to use as a foundation in providing peer support services and wellness services and supports in Sections 3.2.1.3 through 3.2.1.4
- Q3. Name and describe the activities and the events you propose to provide that support peer support and wellness services in Section 3.2.
- Q4. How will you inform members and the general public about the peer support and wellness services and supports available at your agency, in Section 3.2.1.12?
- Q5. How will you collaborate with other providers in the region to educate the general public about the nature of mental illnesses, stigma, and recovery, in Section 3.2.1.13?
- Q6. Describe how you will provide transportation services and what transportation will be used for in Section 3.2.2.
- Q7. Describe how you propose to provide Crisis Respite Services in Section 3.3.1.1. Provide the address of where housing will be offered and what type of amenities are included. If you propose not to provide this service, then respond with, "Not proposing to provide Crisis Respite."
- Q8. Describe how you propose to provide Permanent housing in Section 3.3.1.2 and include the name of the region that the service will be available. Provide the address of where housing will be offered and what type of amenities are included. If you propose not to provide this service, then respond with, "Not proposing to provide Permanent Housing."
- Q9. Describe how you propose to provide Peer Operated Transitional Housing in Section 3.3.1.3. Provide the address of where housing will be offered and what type of amenities are included. If you propose not to provide this service, then respond with, "Not proposing to provide Peer Operated Transitional Housing."
- Q10. Describe how you will propose to provide Warmline Services in Section 3.3.1.4 and include the name of the region or regions that the service will be available. If you propose not to provide this service, then respond with "Not proposing to provide Peer Operated Transitional Housing."



- Q11.** Name the geographic region or regions according to Appendix H Geographic Regions and in Section 3.4 you propose to provide peer support and wellness services. Provide the address (Street and City/Town) of the site(s) where you propose to provide peer support and wellness services.
- Q12.** Describe your experience and special skills and knowledge that you bring to manage mental health consumer peer support services, include your strengths and challenges, and your goals for the next two years.
- Q13.** Describe the resources you will use to provide your proposed services that include your staffing plan, sample of one month schedule of activities and events, and a description of the physical space?
- Q14.** For Composition and Responsibilities of a Peer Support Agency in Section 3.8, provide a response to:
- Q 14.1** How you will be a member driven organization including but not limited to the percentage of staff that identify as members and the percentage of consumers on the Board of Directors at the time of this proposal?
 - Q14.2** How will members be involved with the Board of Directors including but not limited to serving on the Board, voting for Board members and attending Board meetings?
 - Q14.3** What other methods, other than attending board meetings) are available for members to provide feedback to the agency including but not limited to member meetings, program rules, policy development, other planning activities and filing complaints?
 - Q14.4** How will you mentor members to become future leaders, staff and/or Board Members?
- Q15.** Provide quarterly statistical projections that document your anticipated deliverables or utilization as in Section 3.11 for peer support and wellness services, and other Optional services that your propose, by completing Appendix D – Peer Support Agency Quarterly Statistical Data Form (Budget Form A). (Please use Appendix D-I: Instructions for Peer Support Agency Quarterly Statistical Data Form).
- Q15.1** Provide a written narrative that explains how you arrived at the projected deliverables.
 - Q15.2** Provide a plan describing how to increase the deliverables from State Fiscal Year 2017 to 2018.

3.16. Compliance

3.16.1. Culturally and Linguistically Appropriate Standards

The New Hampshire Department of Health and Human Services (DHHS) is committed to reducing health disparities in New Hampshire. DHHS 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, DHHS 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 DHHS continuously strives to improve existing programs and services, and to bring them in line with current best practices.



- 3.16.1.1. DHHS 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.
- 3.16.1.2. 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 the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the DHHS website.
- 3.16.1.3. 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.
- 3.16.1.4. Bidders 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.
- 3.16.1.5. Successful applicants will be:
 - a. 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;
 - b. 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 DHHS website.
- 3.16.1.6. 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:
 - a. 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);

- b. The frequency with which LEP individuals come in contact with the program, activity or service;
- c. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service;
- d. The resources available to the organization to provide language assistance.

- 3.16.1.7. Bidders 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 Bidders' program design, which in turn, will allow Bidders to put forth the best possible Proposal.

For guidance on completing the two steps in Appendix C, please refer to Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Addendum of the RFP, which is posted on the DHHS website. <http://www.dhhs.nh.gov/business/forms.htm>.



4. FINANCE

4.1. Financial Standards

The scope of work will be funded with federal and general funds. Department access to supporting federal funding is dependent upon the selected Vendor meeting the requirements in accordance with the United States Department of Health and Human Services:

- a. Federal funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Community Mental Health Services Block Grant (CFDA #93.958).

The total reimbursement for the Department shall not exceed the agreed upon contract price. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.

Funding may not be used to replace funding for a program already funded from another source.

Funded Vendors/vendors will be expected to keep records of their activities related to Department programs and services.

4.2. Cost Reimbursement for Services

4.2.1. Projected Revenue and Expense Report

4.2.1.1. The Vendor shall complete a projected Revenue and Expense Report (Budget Form A) using Appendix E for each State Fiscal Year 2017 (July 1, 2016 through June 30, 2017) and 2018 (July 1, 2017 through June 30, 2018).

- a. The Vendor shall pursue other sources of revenue that are applicable to provide the proposed services in this RFP.

4.2.1.2. See Appendix E-I: Instructions for Projected Revenue and Expense Report (Budget Form A) to complete Appendix E.

4.2.1.3. The Vendor shall provide a written Budget Narrative, which is a brief summary explaining the projected Revenue and Cost Report. The Summary shall include an explanation of each line item, by program/service area included in the Projected Revenue and Cost Report, Appendix E. Explanations include at a minimum the basis for how your agency determined the projections/amounts and justifications for the revenue and expense.

4.2.2. Projected Personnel Sheet

4.2.2.1. The Vendor shall complete a Personnel Form (Budget Personnel Form B) by using Appendix F that includes at a minimum naming the staff, the percent of their time to the scope of work, the hourly rate, the requested amount of funding for each staff person.



- 4.2.2.2. See Appendix F-I: Instructions for Personnel Form (Budget Personnel Form B) to complete Appendix F.
- 4.2.3. Capital Expenditure Report
 - 4.2.3.1. The Vendor may request funding for capital expenditures such as but not limited to one time purchases such as office equipment, supplies, and vehicles that have a useful life of more than one year.
 - 4.2.3.2. The Vendor may be required by the Department to return the purchased items to the Department.
 - 4.2.3.3. The Vendor shall Complete Appendix G, Capital Expenditure Report (Budget Form C) using the instructions on the form.
 - 4.2.3.4. The Vendor shall a written Budget Narrative, a brief summary explaining and justifying the expense reported in the Capital Expenditure Report.
- 4.2.4. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations. The Vendor will provide supporting documentation to support evidence of actual expenditures.
- 4.2.5. The Vendor agrees to the following when including depreciation expense in Appendix E Projected Revenue and Expense Report (Budget Form A):
 - 4.2.5.1. The amount represents the cost of future capitalized items (capital expenditure).
 - 4.2.5.2. This funding will put in a separate savings account (a restricted account), in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same.
 - 4.2.5.3. To return the money received from the Department should the Agreement be terminated or end without the purchase of the capital item.
- 4.2.6. Please contact the Procurement Coordinator in Section 6.1 to request electronic copies of the Appendices D, E, F, and G.



5. PROPOSAL EVALUATION

5.1. Technical Proposal

Experience with Population (Q1)	25 Points
Approach to Services (Q2 - Q6)	100 Points
Optional Services (Q7 – Q10)	50 Points
Staffing, Resources, and Service Deliverables (Q11-Q13, Q15)	100 Points
Member Driven Organization (Q14)	100 Points

5.2. Cost Proposal

Projected Revenue and Expense Report and Narrative, Personnel Form and Narrative, Capital Expenditure Form and Narrative	200 Points
Total Points in RFP	575 Points

6. PROPOSAL PROCESS

6.1. Contact Information – Sole Point of Contact

The sole point of contact, the Procurement Coordinator, relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Bidder, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire
Department of Health and Human Services
Cathy Cormier
Contracts & Procurement
Brown Building
129 Pleasant St.
Concord, New Hampshire 03301
Email: cacormier@dhhs.state.nh.us
Phone: 603-271-9076

Other personnel are NOT authorized to discuss this RFP with Bidders before the proposal submission deadline. Contact regarding this RFP with any State personnel not listed above could result in disqualification. The State will not be held responsible for oral responses to Bidders regardless of the source.

6.2. Procurement Timetable

Procurement Timetable		
(All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion.)		
Item	Action	Date
1.	Release RFP	3/24/16
2.	RFP Bidders Conference	3/29/16 1:30 – 3:30 PM
3.	RFP Questions Submission Deadline	4/1/16
4.	DHHS Response to Questions Published	4/8/16
5.	Technical and Cost Proposal Submission Deadline	4/25/16 2:00 PM



6.3. Letter of Intent

A Letter of Intent to submit a Proposal in response to this RFP is not required.

6.4. Bidders' Questions and Answers

6.4.1. Bidders' Questions

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 Procurement Coordinator identified in Section 6.1.

DHHS 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.

DHHS will not acknowledge receipt of questions.

The questions may be submitted by e-mail; however, DHHS assumes no liability for assuring accurate and complete fax and e-mail transmissions.

Questions must be received by DHHS by the deadline given in Section 6.2, Procurement Timetable.

6.4.2. Bidders' Conferences

6.4.2.1. Proposal Conference

The Proposal Conference will be held on the date specified in Section 6.2, Procurement Timetable, in the Auditorium in the Brown Building, 129 Pleasant Street, Concord, New Hampshire. The conference will serve as an opportunity for Bidders to ask specific questions of State staff concerning the technical requirements of the RFP.

Attendance at the Technical Proposal Conference is not mandatory but is highly recommended DHHS.

6.4.2.2. Answers

DHHS intends to issue responses to properly submitted questions by the deadline specified in Section 6.2, Procurement Timetable. Oral answers given in the Bidders Conferences are non-binding. Written answers to questions asked will be posted on the DHHS Public website (<http://www.dhhs.nh.gov/business/rfp/index.htm>) and sent as an attachment in an e-mail to the contact identified in accepted Letters of Intent. This date may be subject to change at DHHS discretion.



6.5. RFP Amendment

DHHS 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 Bidder questions. In the event of an amendment to the RFP, DHHS, at its sole discretion, may extend the Proposal Submission Deadline. Bidders who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the DHHS Internet site.

6.6. Proposal Submission

Proposals submitted in response to this RFP must be received no later than the time and date specified in Section 6.2, Procurement Timetable. Proposals must be addressed for delivery to the Procurement Coordinator specified in Section 6.1, and marked with RFP-2017-BBH-02-PEERS.

Late submissions will not be accepted and will remain unopened. Disqualified submissions will be discarded if not re-claimed by the bidding Bidder by the time the contract is awarded. Delivery of the Proposals shall be at the Bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by DHHS, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Bidder's responsibility.

6.7. Compliance

Bidders must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

6.8. Non-Collusion

The Bidder'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 Bidders and without effort to preclude DHHS from obtaining the best possible competitive proposal.

6.9. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as subcontractor subject to the terms of Exhibit C Special Provisions (see Appendix B: Contract Minimum Requirements).

6.10. Validity of Proposals

Proposals submitted in response to this RFP must be valid for two hundred forty (240) days following the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable or until the effective date of any resulting contract, whichever is later. This period may be extended by mutual written agreement between the Bidder and DHHS.



6.11. Property of Department

All material property submitted and received in response to this RFP will become the property of DHHS and will not be returned to the Bidder. DHHS 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.

6.12. Proposal Withdrawal

Prior to the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Procurement Coordinator specified in Section 6.1.

6.13. Public Disclosure

A Proposal must remain confidential until the Governor and Executive Council have approved a contract as a result of this RFP. A Bidder's disclosure or distribution of Proposals other than to the State will be grounds for disqualification.

The content of each Bidder's 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 bid 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.

Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and proposal section number the specific information the Bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5.

Each Bidder acknowledges that DHHS is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. DHHS 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 DHHS receives a request for the information identified by a Bidder as confidential, DHHS shall notify the Bidder and specify the date DHHS intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Bidder's responsibility and at the Bidder's sole expense. If the Bidder fails to obtain a court order enjoining the disclosure, DHHS may release the information on the date DHHS specified in its notice to the Bidder without incurring any liability to the Bidder.



6.14. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit DHHS to award a contract. DHHS 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 bid process.

6.15. Liability

By submitting a Letter of Intent to submit a Proposal in response to this RFP, a Bidder agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a Bidder 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.

6.16. Request for Additional Information or Materials

During the period from the Technical and Cost Proposal Submission Deadline, specified in Section 6.2, Procurement Timeline, to the date of Contractor selection, DHHS may request of any Bidder 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 Bidder with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance. Key personnel shall be available for interviews.

6.17. Oral Presentations and Discussions

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

6.18. Contract Negotiations and Unsuccessful Bidder Notice

If a Bidder(s) is selected, the State will notify the Successful Bidder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Bidder(s), all submitted Proposals remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Bidder(s), the evaluation team may recommend another Bidder(s).

In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.



6.19. Scope of Award and Contract Award Notice

DHHS 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. The notice of the intended contract award will be sent by certified mail or overnight mail to the selected Bidder. A contract award is contingent on approval by the Governor and Executive Council.

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

6.20. Site Visits

DHHS reserves the right to request a site visit for DHHS staff to review a Bidder's organization structure, subcontractors, policy and procedures, and any other aspect of the Proposal that directly affects the provisions of the RFP and the delivery of services. Any and all costs associated with the site visits incurred by the Bidder shall be borne by the Bidder.

Prior to implementation, DHHS reserves the right to make a pre-delegation audit by DHHS staff to the Bidder's site to determine that the Bidder is prepared to initiate required activities. Any and all costs associated with this pre-delegation visit shall be borne by the Bidder.

6.21. Protest of Intended Award

Any protests of intended award or otherwise related to the RFP, shall be governed by the appropriate State requirements and procedures and the terms of this RFP. In the event that a legal action is brought challenging the RFP and selection process, and in the event that the State of New Hampshire prevails, the Bidder agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigations. Legal action shall include administrative proceedings.

6.22. Contingency

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



7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

- 7.1.1.1. Bidders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Bidder'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 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3, and agree to the contract conditions specified throughout the RFP.
- 7.1.1.4. Proposals should be received by the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, and delivered, under sealed cover, to the Procurement Coordinator specified in Section 6.1.
- 7.1.1.5. Fax or email copies will not be accepted.
- 7.1.1.6. Bidders shall submit a Technical Proposal and a Cost Proposal.

7.1.2. Presentation

- 7.1.2.1. Original copies of Technical and Cost Proposals in separate three-ring binders.
- 7.1.2.2. Copies in a bound format (for example wire bound, coil bound, saddle stitch, perfect bound etc. at minimum stapled) NOTE: loose Proposals will not be accepted.
- 7.1.2.3. Major sections of the Proposal separated by tabs.
- 7.1.2.4. Standard eight and one-half by eleven inch (8 ½" x 11") white paper.
- 7.1.2.5. Font size of 10 or larger.

7.1.3. Technical Proposal

- 7.1.3.1. Original in 3 ring binder marked as "Original."
- 7.1.3.2. The original Transmittal Letter (described in Section 7.2.2.1) must be the first page of the Technical Proposal and marked as "Original."
- 7.1.3.3. 5 copies in bound format marked as "Copy."
- 7.1.3.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies) on CD or Memory Card/Thumb Drive. NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.
- 7.1.3.5. Front cover labeled with:



- a. Name of company / organization;
- b. RFP#; and
- c. Technical Proposal.

7.1.4. Cost Proposal

- 7.1.4.1. Original in 3 ring binder marked as "Original."
- 7.1.4.2. A copy of the Transmittal Letter marked as "Copy" as the first page of the Cost Proposal.
- 7.1.4.3. 3 copies in bound format marked as "Copy."
- 7.1.4.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies). NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.
- 7.1.4.5. Front cover labeled with:
 - a. Name of company / organization;
 - b. RFP#; and
 - c. Cost Proposal.

7.2. Outline and Detail

7.2.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section:

(Each of these components must be separate from the others and uniquely identified with labeled tabs.)

7.2.2. Technical Proposal Contents – Detail

7.2.2.1. Transmittal Cover Letter

The Transmittal Cover Letter must be:

- a. On the Bidding company's letterhead;
- b. Signed by an individual who is authorized to bind the Bidding Company to all statements, including services and prices contained in the Proposal; and
- c. Contain the following:
 - i. Identify the submitting organization;
 - ii. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
 - iii. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
 - iv. Identify the name, title, telephone number, and e-mail address of the person who will serve as the Bidder's representative for all matters relating to the RFP;
 - v. Acknowledge that the Bidder has read this RFP, understands it, and agrees to be bound by its requirements;



- vi. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications, Contract Terms and Conditions;
- vii. Confirm that Appendix A Exceptions to Terms and Conditions is included in the proposal;
- viii. Explicitly state that the Bidder's submitted Proposal is valid for a minimum of two hundred forty (240) days from the Technical and Cost Proposal Submission Deadline specified in Section 6.2;
- ix. Date Proposal was submitted; and
- x. Signature of authorized person.

7.2.2.2. Table of Contents

The required elements of the Proposal shall be numbered sequentially and represented in the Table of Contents.

7.2.2.3. Executive Summary

The Bidder shall submit an executive summary to:

- a. Provide DHHS with an overview of the Bidder's organization and what is intended to be provided by the Bidder;
- b. Demonstrate the Bidder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work;
- c. Show the Bidder's overall design of the project in response to achieving the deliverables as defined in this RFP; and
- d. Specifically demonstrate the Bidder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.2.4. Proposal Narrative, Project Approach, and Technical Response

The Bidder must answer all questions in Section 3.15 and must include all items requested for the Proposal to be considered. The Bidder must address every section of Section 3 Statement of Work, even though certain sections may not be scored.

Responses must be in the same sequence and format as listed in Section 3 Statement of Work and must, at a minimum, cite the relevant section, subsection, and paragraph number, as appropriate.

7.2.2.5. Description of Organization

Bidders must include in their Proposal a summary of their company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP.

- a. At a minimum respond to:
 - i. General company overview;
 - ii. Ownership and subsidiaries;
 - iii. Company background and primary lines of business;



- iv. Number of employees;
- v. Headquarters and Satellite Locations;
- vi. Current project commitments;
- vii. Major government and private sector clients; and
- viii. Mission Statement.
- b. This section must include information on:
 - i. The programs and activities of the organization;
 - ii. The number of people served; and
 - iii. Programmatic accomplishments.
- c. And also include:
 - i. Reasons why the organization is capable of effectively completing the services outlined in the RFP; and
 - ii. All strengths that are considered an asset to the program.
- d. The Bidder should demonstrate:
 - i. The length, depth, and applicability of all prior experience in providing the requested services;
 - ii. The skill and experience of staff and the length, depth and applicability of all prior experience in providing the requested services.

7.2.2.6. Bidder's References

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

- a. Name, address, telephone number, and website of the customer;
- b. A description of the work performed under each contract;
- c. A description of the nature of the relationship between the Bidder and the customer;
- d. Name, telephone number, and e-mail address of the person whom DHHS can contact as a reference; and
- e. Dates of performance.

7.2.2.7. Staffing and Resumes

Each Bidder shall submit an organizational chart and a staffing plan for the program. For persons currently on staff with the Bidder, the Bidder shall provide names, title, qualifications and resumes. For staff to be hired, the Bidder shall describe the hiring process and the qualifications for the position and the job description. The State reserves the right to accept or reject dedicated staff individuals.

7.2.2.8. Subcontractor Letters of Commitment (if applicable)



If subcontractors are part of this proposal, signed letters of commitment from the subcontractor are required as part of the RFP. The Bidder shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Bidder and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the State. The State reserves the right to approve or reject subcontractors for this project and to require the Bidder to replace subcontractors found to be unacceptable.

7.2.2.9. License, Certificates and Permits as Required

This includes: a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State. Required licenses or permits to provide services as described in Section 3 of this RFP.

7.2.2.10. Affiliations – Conflict of Interest

The Bidder 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.

7.2.2.11. Required Attachments

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

- a. Bidder Information and Declarations: Exceptions to Terms and Conditions, Appendix A
- b. CLAS- Appendix C

7.2.3. Cost Proposal Contents – Detail

7.2.3.1. Cost Bid Requirements

Cost proposals may be adjusted based on the final negotiations of the scope of work. See Section 4, Finance for specific requirements.

7.2.3.2. Statement of Bidder's Financial Condition

The organization's financial solvency will be evaluated. The Bidder's 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.



Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition. 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. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.

Complete financial statements must include the following:

- a. Opinion of Certified Public Accountant
- b. Balance Sheet
- c. Income Statement
- d. Statement of Cash Flow
- e. Statement of Stockholder's Equity of Fund Balance
- f. Complete Financial Notes
- g. Consolidating and Supplemental Financial Schedules

A Bidder, 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 Bidder, 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 Bidder 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.

If a bidder 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 bidder shall submit as part of its proposal:

- a. Uncertified financial statements; and
- b. 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.

7.2.3.3. Required Attachments

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

- a. Bidder Information and Declarations:



- i. Appendix A - Bidder Information and Declarations: Exceptions to Terms and Conditions
- ii. Appendix E - Projected Revenue and Expense Report (Budget Form A) for State Fiscal Year 2017 and 2018
- iii. Appendix F - Personnel Form (Budget Personnel Form B) for State Fiscal Year 2017 and 2018
- iv. Appendix G - Capital Expenditure Report (Budget Form C) for State Fiscal Year 2017 and 2018.

8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Penalties, Forms

8.1.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached; Bidder to agree to minimum requirement as set forth in the Appendix B.

8.1.2. Penalties

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

The Department and the Contractor 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 Contractor 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.

Assessment of liquidated damages shall 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.

The Department will 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: Exceptions to Terms and Conditions**
- 9.2. Appendix B: Contract Minimum Requirements**
- 9.3. Appendix C: CLAS Requirements**
- 9.4. Appendix D: Peer Support Agency Quarterly Statistical Data Form**
- 9.5. Appendix D-I: Instructions for Peer Support Agency Quarterly Statistical Data Form**
- 9.6. Appendix E: Projected Revenue and Expense Report (Budget Form A)**
- 9.7. Appendix E-I: Instructions for Projected Revenue and Expense Report (Budget Form A)**
- 9.8. Appendix F: Personnel Form (Budget Personnel Form B)**
- 9.9. Appendix F-I: Instructions for Personnel Form (Budget Personnel Form B)**
- 9.10. Appendix G: Capital Expenditure Report (Budget Form C) and Instructions**
- 9.11. Appendix H: Geographic Regions**

EXCEPTIONS TO TERMS AND CONDITIONS

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE RFP SPECIFICATIONS. IF A RESPONDER MATERIALLY DEVIATES FROM A RFP SPECIFICATION, ITS PROPOSAL MAY BE REJECTED.

INSTRUCTIONS: Responders must explicitly list all exceptions to State of NH minimum terms and conditions. Reference the actual number of the State's term and condition and Exhibit number for which an exception(s) is being taken. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their Proposal. *(Add additional pages if necessary.)*

Responder Name:	
<u>Term & Condition Number/Provision</u>	<u>Explanation of Exception</u>

Date _____



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, 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.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: 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.
- 9.2. Audit Liabilities: 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.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: 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.
13. **Credits:** 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:
 - 13.1. 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.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

REVISIONS TO SPECIAL PROVISIONS

1. Paragraph 9. Audit of Exhibit C, Special Provisions of this agreement is replaced as follows:
 9. Audit: Contractor shall submit an annual audit to the Department within 90 days, after the close of the agency fiscal year. It is recommended that the report be prepared in



accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

- 9.1. Audit and Review: 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.
- 9.2. Audit Liabilities: 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.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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



- 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.

Contractor Name:

Date

Name:
Title:



CERTIFICATION REGARDING LOBBYING

The Contractor 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.

Contractor Name: _____

Date

Name:
Title:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor 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



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.

Contractor Name: _____

Date

Name:
Title:



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

The Contractor 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:

Contractor 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.

Exhibit G

Contractor Initials _____

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

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name:

Date

Name:
Title:

Exhibit G

Contractor Initials _____

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



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 Contractor 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 Contractor 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.

Contractor Name:

Date

Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY 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



Exhibit I

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



Exhibit I

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.



Exhibit I

- 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) I, 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.

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



**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:



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: _____

APPENDIX C

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

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

- (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 then 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.

BIDDER 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 appendix was created to facilitate bidders' application of the four-factor analysis to the services they provide. At this stage, bidders are not required to submit their four-factor analysis as part of their proposal. **However, successful bidders 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:

<http://www.dhhs.nh.gov/business/index.htm>

APPENDIX C

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.

APPENDIX C

Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.

- ☐ 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.

Factor #4 The resources available to the organization to provide effective language assistance.

- ☐ 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.

APPENDIX C

BIDDER 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?) Example: 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

APPENDIX C

4. PROVISION OF LANGUAGE ASSISTANCE			
<p>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 assistance to LEP persons, if needed)</p> <p>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. (Examples of written materials you may need to translate include vital documents such as consent forms and statements of rights.)</p>	Yes	No	
5. ENSURING COMPETENCY OF INTERPRETERS USED IN PROGRAM AND THE ACCURACY OF TRANSLATED MATERIALS			
<p>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.)</p>	Yes	No	
<p>b. As a general rule, does your organization avoid the use of family members, friends, and other untested individual to provide interpretation services?</p>	Yes	No	
<p>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?</p>	Yes	No	
<p>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.)</p>	Yes	No	N/A
6. MONITORING OF SERVICES PROVIDED			
<p>Does you make an effort to periodically evaluate the effectiveness of any language assistance services provided, and make modifications, as needed?</p>	Yes	No	
<p>If there is a designated staff member who carries out the evaluation function? If so, please provide the person's title: _____</p>	Yes	No	

APPENDIX C

By signing and submitting this attachment to RFP#_____, 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 RFP.
- 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

PEER SUPPORT SERVICES

Fiscal Year / Quarter

Agency Name - Site

Prepared By:

SECTION I: MEMBERSHIP

- A1) Members 59 and under
A2) Members 60 and over
A3) TOTAL UNDUPLICATED MEMBERS (A1+A2)

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
				0
				0
0	0	0	0	0

- B1) New Members 59 and under (unduplicated within category at end of reporting period)
B2) New Members 60 and over (unduplicated within category at end of reporting period)

				0
				0

SECTION II: PSA MEMBERS AND PARTICIPANTS SERVED

- A1) Unduplicated Members/Participants 59 and under (served in all programs)
A2) Unduplicated Members/Participants 60 and over (served in all programs)
A3) Unduplicated Members/Participants Served in All Programs

				0
				0
0	0	0	0	0

SECTION III: PSA GUESTS SERVED

- A) Number of Guests (unduplicated)

				0
--	--	--	--	---

SECTION IV: ON-SITE PEER SUPPORT PROGRAM UTILIZATION

- A) Visitors (unduplicated members and participants only)
B) Total Visit Days (members and participants only)
C) Average Daily Visits (# of visit days/number of days open in reporting period)
D) Number of Daytime Hours Each Week
E) Number of Evening Hours Each Week
F) Number of Hours Open PerWeek (F=D+E)
G) Number of Days the Program was Open in the Quarter
H1) Number of Peer Support Groups Each Week ("Peer Support Groups" include Wellness, Recovery, Self Esteem and other skills based groups)
H2) Number of Other Groups Each Week ("Other Groups" include meals, recreational and social groups)

				0
				0
#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	
0	0	0	0	
				0

SECTION V: OUTREACH FACE TO FACE

- A) Total Number of Face to Face Contacts

				0
--	--	--	--	---

SECTION VI: DAYTIME TELEPHONE PEER SUPPORT

- A) Total Telephone Peer Support Calls Made
B) Total Telephone Peer Support Calls Received

				0
				0

SECTION VII: WARMLINE

- A) Total Warmline Telephone Calls Made
B) Total Warmline Telephone Calls Received

				0
				0

PEER SUPPORT SERVICES

Fiscal Year / Quarter

Agency Name - Site

Prepared By:

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Year to Date
-----------	-----------	-----------	-----------	--------------

SECTION VIII: VOCATIONAL

A) Members/Participants Who Receive Vocational Services (unduplicated)

B) Members/Participants who Achieved Integrated Employment at any point in the Reporting Period (unduplicated)

				0
				0

SECTION IX: CRISIS RESPITE UTILIZATION

A) Total Number of Days Person(s) Occupied a Bed(s)

B) Number of Persons Served (unduplicated)

C) Total Number of Admissions

				0
				0
				0

SECTION X: TRANSITIONAL HOUSING

A) Transitional Housing Persons Served (unduplicated)

B) Referral Source:

b1) New Hampshire Hospital

b2) Other Hospital

b3) Other

C) Total Number of Transitional Housing bed days per quarter

				0
				0
				0
				0
				0

SECTION XI: PERMANENT HOUSING

A) Permanent Housing Members Served (Unduplicated)

B) Total Number of Permanent Housing bed days utilized by members per quarter

				0
				0

SECTION XII: MONTHLY EVENTS

A) Monthly Educational Events Y/N

B) Monthly Newsletters Y/N

1st Month	2nd Month	3rd Month	

SECTION XIII: TRAINING

REQUIRED BI-ANNUALLY

A) Members/Participants/Staff trained in **Intentional Peer Support (IPS)** (unduplicated)

B) Members/Participants/Staff trained in **Wellness Recovery Action Plan (WRAP)** (unduplicated)

				0
				0

REQUIRED ANNUALLY

A) Members/Participants/Staff trained in **Warmline** (unduplicated)

B) Members/Participants/Staff trained in **Sexual Harassment** (Unduplicated)

C) Members/Participants/Staff trained in **Member Rights** (Unduplicated)

				0
				0
				0

SECTION XIV: AGENCY-OWNED TRANSPORTATION

A) Total Number of Members/Participants Transported in Agency-owned Vehicle

B) Total Number of Miles Traveled in Agency-owned Vehicle(s)

				0
				0

APPENDIX D-I
INSTRUCTIONS FOR PEER SUPPORT AGENCY QUARTERLY STATISTICAL DATA FORM

These instructions have been prepared to help you complete Appendix D, Peer Support Agency Quarterly Statistical Data Form, in response to RFP Question 15 (Q15), in Section 3.15.

Quarterly statistical projections are intended to document anticipated deliverables or utilization (as required in Section 3.11 of the RFP) of activities for peer support and wellness services, and/or other Optional services that you propose to provide in the RFP's Statement of Work, Section 3.

You will complete projections for each quarter in State Fiscal Year 2017 (July 1, 2016 through June 30, 2017) and for State Fiscal Year 2018 (July 1, 2017 through June 30, 2018). The projections will be for the quarters ending: September 30th (Q1), December 31st (Q2), March 31st (Q3), and June 30th (Q4). If your program has two or more locations, a separate Appendix D shall be submitted for each location indicating the location (city or town) of the program.

All service and program definitions are in the RFP document.

The Appendix D form has five columns; "Quarter 1", "Quarter 2", "Quarter 3", "Quarter 4" and "Year-to-Date". You will not be able to enter data in the "Year-to-Date" column as these cells are formulated to total the four quarters of each line.

Please read and follow these instructions below to complete Appendix D.

SECTION I: "MEMBERSHIP"

Line A1) – "Members 59 and Under"; and

Line A2) – "Members 60 and Over".

For 1st quarter, project the number of members that you anticipate on having as of the last day of the quarter.

For the 2nd, 3rd and 4th quarters you will be projecting how many **new** members (in the specific age category) you expect your program will have **as of** the last day of each of the quarters. The formula in the YTD column automatically adds the cumulative total for all quarters.

Line A1) Example:

- For the first quarter your 59 and under membership is 125 people.
- At the end of the 2nd quarter, you project 5 new members. You only enter 5 in the 2nd quarter. The year-to-date column will automatically show a cumulative total of 130 (125+5).
- At the end of the 3rd quarter you project a gain of 3 new members. You only enter 3 in the 3rd quarter. The year-to-date column will automatically show a cumulative total of 133 (125+5+3).
- At the end of the 4th quarter you project a gain of 9 new members. You only enter 9 in the 4th quarter. The year-to-date column will automatically show a cumulative total of 142 (125+5+3+9).

Line A2) Example:

APPENDIX D-I
INSTRUCTIONS FOR PEER SUPPORT AGENCY QUARTERLY STATISTICAL DATA FORM

- For the first quarter your 60 and over membership is 12 people.
- At the end of the 2nd quarter, you project 1 new member. You only enter 1 in the 2nd quarter. The year-to-date column will automatically show a cumulative total of 13 (12+1).
- At the end of the 3rd quarter you project a gain of 2 new members. You only enter 2 in the 3rd quarter. The year-to-date column will automatically show a cumulative total of 15 (12+1+2).
- At the end of the 4th quarter you project a gain of 1 new member. You only enter 1 in the 4th quarter. The year-to-date column will automatically show a cumulative total of 16 (12+1+2+1).

Line A3) – “TOTAL UNDUPLICATED MEMBERS”.

This is an automatic total of lines A1 & A2. No data entry is required.

Line B1) – “New Members 59 and under (unduplicated within category at end of reporting period)”.

Enter the projected number of **unduplicated NEW** members aged 59 and under for each quarter.

Line B1) Example:

- For the first quarter you project 7 new members aged 59 and under. You enter 7 in the 1st quarter and the year-to-date column will automatically show 7.
- For the 2nd, 3rd and 4th quarters you are entering the same numbers you entered in Line A1) for Members 59 and under.

Line B2) – “New Members 60 and over (unduplicated within category at end of reporting period).”

Enter the projected number of **unduplicated NEW** members aged 60 and over for each quarter.

Line B2) Example:

- For the first quarter you project 2 new members aged 60 and over. You enter 2 in the 1st quarter and the year-to-date column will automatically show 2.
- For the 2nd, 3rd and 4th quarters you are entering the same numbers you entered in Line A2) for Members 60 and over.

SECTION II: “PSA MEMBERS AND PARTICIPANTS SERVED”

Line A1) – “Total Unduplicated Members/Participants 59 and Under (Served in all programs)” and

Line A2) – “Total Unduplicated Members/Participants 60 and Over (Served in all programs)”

For 1st quarter, project the number of members and participants that you anticipate to serve in all programs as of the last day of the quarter.

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Each person will be counted only once per fiscal year regardless of how frequently or how many different services they are expected to utilize. Do not include staff members reporting to work, attending staff meetings, participating in trainings, or engaging in any other activities while being paid. You should also not include the mail delivery person, the electric meter reader or State staff who may be providing technical support etc.

Note: Because this is an unduplicated number, when projecting the 2nd, 3rd and 4th quarters do not count any person included in a previous quarter's projection.

Line A1) Example:

- For the first quarter you project 35 unduplicated members and participants who will be served in the 59 and under category.
- For the 2nd quarter you project 11 members and participants to be served who were not served in any previous quarter. You only enter 11 in the 2nd quarter and the year-to-date column will automatically show a cumulative total of 46 (35+11).
- For the 3rd quarter you project 9 members and participants to be served who were not served in any previous quarter. You only enter 9 in the 3rd quarter and the year-to-date column will automatically show a cumulative total of 55 (35+11+9).
- For the 4th quarter you project 3 members and participants to be served who were not served in any previous quarters. You only enter 3 in the 4th quarter and the year-to-date column will automatically show a cumulative total of 58 (35+11+9+3).

Line A2) Example:

- For the first quarter you project 7 unduplicated members and participants who will be served in the 60 and over category. The year-to-date column will automatically show a total of 7.
- For the 2nd quarter you project 5 members and participants to be served who were not served in any previous quarter. You only enter 2 in the 2nd quarter and the year-to-date column will automatically show a cumulative total of 12 (7+5).
- For the 3rd quarter you project 3 members and participants to be served who were not served in any previous quarter. You only enter 3 in the 3rd quarter and the year-to-date column will automatically show a cumulative total of 15 (7+5+3).
- For the 4th quarter you project 2 members and participants to be served who were not served in any previous quarter. You only enter 2 in the 4th quarter and the year-to-date column will automatically show a cumulative total of 17 (7+5+3+2).

Line A3) – “Total Unduplicated Members/Participants Served in All Programs”.

This is an automatic total of lines A1 & A2. No data entry is required.

SECTION III: “PSA GUESTS SERVED”

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Line A) – “PSA Guests Served”:

For 1st quarter, project the number of guests you project to serve.

Each person will be counted only once per fiscal year regardless of how frequently they are expected to come to the agency. Do not include staff members reporting to work, attending staff meetings, participating in trainings, or engaging in any other activities while being paid. You should also not include the mail delivery person, the electric meter reader or State staff who may be providing technical support etc.

Note: Because this is an unduplicated number, when projecting the 2nd, 3rd and 4th quarters do not count any person included in a previous quarter’s projection.

Line A1) Example:

- For the first quarter you project 7 unduplicated guests who will be served. The year-to-date column will automatically show a total of 7.
- For the 2nd quarter you project 3 guests to be served who were not served in any previous quarter. You only enter 2 in the 2nd quarter and the year-to-date column will automatically show a cumulative total of 9 (7+2).
- For the 3rd quarter you project 1 guest to be served who were not served in any previous quarter. You only enter 1 in the 3rd quarter and the year-to-date column will automatically show a cumulative total of 10 (7+2+1).
- For the 4th quarter you project 2 guests to be served who were not served in any previous quarter. You only enter 2 in the 4th quarter and the year-to-date column will automatically show a cumulative total of 12 (7+2+1+2).

SECTION IV: “ON-SITE PEER SUPPORT PROGRAM UTILIZATION”

Line A) - “Total Visitors (unduplicated members and participants only)”

For 1st quarter, project the number of members and participants that you project to come to the center during the quarter to participate in peer support and wellness service and support activities.

Each person will be counted only once per fiscal year regardless of how many times they come to the agency. Do not include staff members reporting to work, attending staff meetings, participating in trainings, or engaging in any other activities while being paid. You should also not include the mail delivery person, the electric meter reader or State staff who may be providing technical support etc.

Note: Because this is an unduplicated number, when projecting the 2nd, 3rd and 4th quarters do not count any person included in a previous quarter’s projection.

Line A) Example:

- For the first quarter you project 42 unduplicated members and participants will come to the agency. The year-to-date column will automatically show a total of 42.

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- For the 2nd quarter you project 7 members and participants, who to be served who were not served in any previous quarter. You only enter 7 in the 2nd quarter and the year-to-date column will automatically show a cumulative total of 49 (42+7).
- For the 3rd quarter you project 4 members and participants to be served who were not served in any previous quarter. You only enter 4 in the 3rd quarter and the year-to-date column will automatically show a cumulative total of 53 (42+7+4).
- At the end of the 4th quarter you project 2 members and participants to be served who were not served in any previous quarter. You only enter 2 in the 4th quarter and the year-to-date column will automatically show a cumulative total of 55 (42+7+4+2).

Line B - Total Visit Days (Members and Participants Only):

For each quarter, project the number of visits by members and participants that you project to come to the center during the quarter to participate in peer support and wellness service and support activities.

Please note that this is a duplicated number. If person A visits on 10 different days in a quarter, that should be included as 10 visit days. This number also includes people who visited in a previous quarter. If person B visited 5 times in Quarter 1 and 10 times in Quarter 2, include "5" in Quarter 1 and "10" in "Quarter 2" for that person

Do not include staff members reporting to work, attending staff meetings, participating in trainings, or engaging in other activities while being paid. You should also not include the mail delivery person, the electric meter reader or State staff who may be providing technical support etc.

Line C - Average Daily Number of Visits (Members and Participants Only):

No data entry is required for this line. This line automatically calculates the average number of daily visits by dividing number of Total Visit Days (line B of this section) by the Number of Days the Program was Open in the Quarter (line G of this section).

Note: This line will not formulate correctly until you have entered the number of days open during the quarter on Line G) of this section.

Line D - Number of Daytime Hours Each Week:

Enter the number of daytime hours your center will be open during the day each week during the quarter. Daytime hours are considered 8:00 A.M. through 5:00 P.M. Monday through Friday

Line E - Number of Evening Hours Each Week:

Enter the number of hours your program will be open during the evening each week during the quarter. Evening hours are considered anything after 5:00 P.M. Monday through Friday.

Line F - Number of Hours Open Per Week:

This line automatically totals lines D & E of this section. No data entry is required in this section.

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Line G) - Number of Days the Center Will Be Open in the Quarter:

Enter the total projected number of days your center will be open during the reporting quarter.

Line H1) - Number of Peer Support Groups Each Week:

Enter the number of peer support groups your center typically expects to offer per week. "Peer Support Groups" include Wellness, Recovery, Conflict Resolution, and other skills-based groups.

Line H2) - Number of Other Groups Each Week: Enter the number of other groups your center typically expects to offer per week. "Other Groups" include recreational and social groups as well as meals, art, writing, poetry etc.

SECTION V: "OUTREACH FACE-TO-FACE"

Line A) – "Number of Face-to-Face Contacts":

Enter the total projected number of face-to-face outreach contacts expected to be made by agency staff during the reporting quarter, with people who meet membership criteria. Face-to-Face Outreach means providing off-site peer support in the community such as in a homeless shelter, a member's home, a hospital etc.

Note: This is a total number of instances and is not unduplicated for the quarter.

Line A) Example:

You have a face-to-face contact with Jane Doe at her home on July 14th and then you meet with Jane again at her place of work on September 3rd. You would count this as 2 instances of outreach face-to-face in the 1st quarter.

- For the first quarter you project a total of 7 separate instances of outreach face-to-face. The year-to-date column will automatically show a total of 7.
- For the 2nd quarter you project 9 separate instances of outreach face-to-face. You enter 9 in the 2nd quarter and the year-to-date column will automatically show a cumulative total of 16 (7+9).
- For the 3rd quarter you project 4 separate instances of outreach face-to-face. You enter 4 in the 3rd quarter and the year-to-date column will automatically show a cumulative total of 20 (7+9+4).
- For the 4th quarter you project 5 separate instances of outreach face-to-face. You enter 5 in the 4th quarter and the year-to-date column will automatically show a cumulative total of 25 (7+9+4+5).

SECTION VI: "DAYTIME TELEPHONE SUPPORT AND TELEPHONE OUTREACH"

Note: For both A and B of this section this is a total number of instances and is not unduplicated for the quarter.

Line A) – "Peer Support Telephone Calls Made":

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You are entering the actual total number of outgoing calls placed to members, participants and others during the day within the reporting quarter.

Do not include calls placed when the person is unavailable, messages left on an answering machine, or calls related to agency operations such as the van pickup/drop-off schedule etc.

Please note that outreach telephone calls placed during the day are to be reported on this line only and not on the Outreach Face-to-Face line.

Line A) Example:

- For the first quarter you project the agency will make 130 outgoing peer support calls. The year-to-date column will automatically show a total of 130.
- For the 2nd quarter you project the agency will make 98 outgoing peer support calls. You enter 98 in the 2nd quarter and the year-to-date column will automatically show a cumulative total of 228 (130+98).
- For the 3rd quarter you project the agency will make 143 outgoing peer support calls. You enter 143 in the 3rd quarter and the year-to-date column will automatically show a cumulative total of 371 (130+98+143).
- For the 4th quarter you project the agency will make 87 outgoing peer support calls. You enter 87 in the 4th quarter and the year-to-date column will automatically show a cumulative total of 458 (130+98+143+87).

Line B) – “Peer Support Telephone Calls Received”:

You are projecting the total number of incoming calls received during the day during the reporting quarter.

Do not include calls received by telemarketers, or related to agency business such as hours of operation or van pickup/drop-off schedules etc.

Note: Outreach telephone calls received during the day are to be reported on this line only and not on the Outreach Face-to-face line.

Line B) Example:

- For the first quarter you project the agency will receive 200 incoming peer support calls. The year-to-date column will automatically show a total of 200.
- For the 2nd quarter you project the agency will receive 135 incoming peer support calls. You enter 135 in the 2nd quarter and the year-to-date column will automatically show a cumulative total of 335 (200+135).
- For the 3rd quarter you project the agency will receive 143 incoming peer support calls. You enter 143 in the 3rd quarter and the year-to-date column will automatically show a cumulative total of 478 (200+135+143).
- For the 4th quarter you project the agency will receive 162 incoming peer support calls. You enter

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162 in the 4th quarter and the year-to-date column will automatically show a cumulative total of 640 (200+135+143+162).

SECTION VII: "WARMLINE":

If you are not proposing to provide this service, then enter 0 for each quarter for Line item.

Line A) – "Warmline Telephone Calls Made":

You are projecting the total number of outgoing calls placed to members, participants and others during the evening/weekend warmline hours within the reporting quarter.

Do not include calls placed when the person is unavailable, leaving a message on answering machines, or calls related to agency operations such as the van pickup/drop-off schedule etc.

Note: Warmline telephone calls placed during warmline hours of operation are to be reported on this line only and not on the daytime telephone support and outreach line.

Line A) Example:

- For the first quarter you project the agency will place 150 outgoing warmline calls. The year-to-date column will automatically show a total of 150.
- For the 2nd quarter you project the agency will place 112 outgoing warmline calls. You enter 112 in the 2nd quarter and the year-to-date column will automatically show a cumulative total of 262 (150+112).
- For the 3rd quarter you project the agency will place 163 outgoing warmline calls. You enter 163 in the 3rd quarter and the year-to-date column will automatically show a cumulative total of 425 (150+112+163).
- For the 4th quarter you project the agency will place 141 outgoing warmline calls. You enter 141 in the 4th quarter and the year-to-date column will automatically show a cumulative total of 566 (150+112+163+141).

Line B) – "Warmline Telephone Calls Received":

You are projecting the total number of incoming calls received during the evening/weekend warmline hours within the reporting quarter.

Do not include calls received by telemarketers, or related to agency operations such as hours of operation or van pickup/drop-off schedules etc.

Note: Warmline telephone calls received during the warmline hours of operation are to be reported on this line only and not on the daytime telephone support and outreach line.

Line B) Example:

- For the first quarter you project the agency will receive 75 incoming warmline calls. The year-to-

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date column will automatically show a total of 75.

- For the 2nd quarter you project the agency will receive 97 incoming warmline calls. You enter 97 in the 2nd quarter and the year-to-date column will automatically show a cumulative total of 172 (75+97).
- For the 3rd quarter you project the agency will receive 83 incoming warmline calls. You enter 83 in the 3rd quarter and the year-to-date column will automatically show a cumulative total of 255 (75+97+83).
- For the 4th quarter you project the agency will receive 110 incoming warmline calls. You enter 110 in the 4th quarter and the year-to-date column will automatically show a cumulative total of 365 (75+97+83+110).

SECTION VIII: “VOCATIONAL”:

Line A – “Number of Members/Participants Who Receive Vocational Services (unduplicated)”:

Enter the projected number of unduplicated members and participants who will receive peer support that will promote competitive employment during the reporting quarter. Each person is counted only once per fiscal year regardless of how many times they will receive vocational support.

In order to make a projection for the contract, look at the agency’s current year actuals for each of the 3 completed quarters. From there, project both your current year 4th quarter and all 4 quarters for the upcoming contract year based on history and allowing for growth.

For the 1st quarter, project the number of unduplicated members and participants who will receive peer support that will promote competitive employment during the reporting quarter.

Note: Because this is an unduplicated number, when projecting the 2nd, 3rd and 4th quarters do not count any person included in a previous quarter’s projection.

Line A) Example:

- For the first quarter you project 7 unduplicated members and participants will receive vocational peer support. The year-to-date column will automatically show a total of 7.
- For the 2nd quarter you project 3 members and participants to be served who were not served in a previous quarter. You only enter 3 in the 2nd quarter and the year-to-date column will automatically show a cumulative total of 10 (7+3).
- For the 3rd quarter you project 2 members and participants to be served who were not served in a previous quarter. You only enter 2 in the 3rd quarter and the year-to-date column will automatically show a cumulative total of 12 (7+3+2).
- For the 4th quarter you project 5 members and participants to be served who were not served in a previous quarter. You only enter 5 in the 4th quarter and the year-to-date column will automatically show a cumulative total of 17 (7+3+2+5).

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Line B) – “Number of Members/Participants Who Achieved Integrated Employment At Any Point in the Reporting Quarter (unduplicated)”:

Enter the projected number of unduplicated members and participants who are expected to secure integrated employment during the reporting quarter. Each person is counted only once per fiscal year.

In order to make a projection for the contract, look at the agency's current year actuals for each of the 3 completed quarters. From there, project both your current year 4th quarter and all 4 quarters for the upcoming contract year based on history and allowing for growth.

For the 1st quarter, project the number of unduplicated members and participants who will achieve integrated employment during the reporting quarter.

Note: Because this is an unduplicated number, when projecting the 2nd, 3rd and 4th quarters do not count any person included in a previous quarter's projection.

Line B) Example:

- For the first quarter you project 2 unduplicated members and participants who will achieve integrated employment. The year-to-date column will automatically show a total of 2.
- For the 2nd quarter you project 1 members and participants who achieved integrated employment in this quarter and not in any previous quarter. You only enter 1 in the 2nd quarter and the year-to-date column will automatically show a cumulative total of 3 (2+1).
- For the 3rd quarter you project 0 members and participants who achieved integrated employment in this quarter and not in any previous quarter. You only enter 0 in the 3rd quarter and the year-to-date column will automatically show a cumulative total of 3 (2+1+0).
- For the 4th quarter you project 3 members and participants who achieved integrated employment in this quarter and not in any previous quarter. You only enter 3 in the 4th quarter and the year-to-date column will automatically show a cumulative total of 6 (2+1+0+3).

SECTION IX: “CRISIS RESPITE UTILIZATION”:

If you are not proposing to provide this service, then enter 0 for each quarter for Line item.

Line A) – “Number of Days Person(s) Occupied a Bed(s)”:

This is a measure of utilization only and you are entering the number of projected days the bed(s) will be occupied. If your respite program accommodates more than one person at a time, you will include each person's total utilization.

Line A) Example:

If your program will provide respite to two individuals and one person will stay 2 days while the second person will stay 4 days, you would project occupied bed days as 6 (2 + 4 = 6).

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- For the first quarter you project 27 Crisis Respite bed days to be utilized. The year-to-date column will automatically show a total of 27.
- For the 2nd quarter you project 14 Crisis Respite bed days will be utilized. You only enter 14 in the 2nd quarter and the year-to-date column will automatically show a cumulative total of 41 (27+14).
- For the 3rd quarter you project 9 Crisis Respite bed days to be utilized. You only enter 9 in the 3rd quarter and the year-to-date column will automatically show a cumulative total of 50 (27+14+9).
- For the 4th quarter you project 49 Crisis Respite bed days to be utilized. You only enter 49 in the 4th quarter and the year-to-date column will automatically show a cumulative total of 99 (27+14+9+49).

Line B) – “Number of Persons Served (unduplicated)”:

You are entering the number of unduplicated persons projected to be served in the Crisis Respite program for each reporting quarter.

Line B) Example:

- For the first quarter you project 3 people will utilize Crisis Respite. The year-to-date column will automatically show a total of 3.
- For the 2nd quarter you project 1 person to utilize Crisis Respite who did not utilize this service in a previous quarter. You only enter 1 in the 2nd quarter and the year-to-date column will automatically show a cumulative total of 4 (3+1).
- For the 3rd quarter you project 4 people to utilize Crisis Respite who did not utilize this service in a previous quarter. You only enter 4 in the 3rd quarter and the year-to-date column will automatically show a cumulative total of 8 (3+1+4).
- For the 4th quarter you project 2 people to utilize Crisis Respite who did not utilize this service in a previous quarter. You only enter 2 in the 4th quarter and the year-to-date column will automatically show a cumulative total of 10 (3+1+4+2).

Line C) – “Total Number of Admissions”:

You are entering the projected number of total admissions that will occur each reporting quarter. This may include people who have been previously admitted within the current contract year.

Line C) Example:

- For the first quarter you project 4 Crisis Respite admissions. The year-to-date column will automatically show a total of 4.
- In the 2nd quarter you project 3 Crisis Respite admissions. You only enter 3 in the 2nd quarter and the year-to-date column will automatically show a cumulative total of 7 (4+3).

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- In the 3rd quarter you project 1 Crisis Respite admission. You only enter 1 in the 3rd quarter and the year-to-date column will automatically show a cumulative total of 8 (4+3+1).
- In the 4th quarter you project 3 Crisis Respite admissions. You only enter 3 in the 4th quarter and the year-to-date column will automatically show a cumulative total of 11 (4+3+1+3).

SECTION X: “PEER OPERATED TRANSITIONAL HOUSING”:

If you are not proposing to provide this service, then enter 0 for each quarter for Line item.

Line A) – “Transitional Housing Persons Served (Unduplicated)”:

This is a measure of Transitional Housing utilization during each quarter. Because this is an unduplicated number each person is counted only once per fiscal year.

Line A) Example:

- For the first quarter you project 2 people will utilize Transitional Housing. The year-to-date column will automatically show a total of 2.
- For the 2nd quarter you project 3 people will utilize Transitional Housing who did not use it in a previous quarter. You only enter 3 in the 2nd quarter and the year-to-date column will automatically show a cumulative total of 5 (2+3).
- For the 3rd quarter you project 1 person will utilize Transitional Housing who did not use it in a previous quarter. You only enter 1 in the 3rd quarter and the year-to-date column will automatically show a cumulative total of 6 (2+3+1).
- For the 4th quarter you project 2 people will utilize Transitional Housing who did not use it in a previous quarter. You only enter 2 in the 4th quarter and the year-to-date column will automatically show a cumulative total of 8 (2+3+1+2).

Lines B), b1), b2), & b3) – “Referral Source”:

For the contract projections only you will leave these lines blank.

Line C) – “Number of Transitional Housing Bed Days per Quarter”:

This is a measure of capacity and utilization. Enter the number of Transitional Housing bed days for each person who will utilize this service during the reporting quarter. If your Transitional Housing program accommodates more than one person at a time, you will combine each person’s projected total utilization for each quarter.

Line C) Example:

- For the first quarter you project 69 Transitional Housing bed days to be utilized. The year-to-date column will automatically show a total of 69.
- For the 2nd quarter you project 123 Transitional Housing bed days will be utilized. You only enter

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123 in the 2nd quarter and the year-to-date column will automatically show a cumulative total of 192 (69+123).

- For the 3rd quarter you project 47 Transitional Housing bed days to be utilized. You only enter 47 in the 3rd quarter and the year-to-date column will automatically show a cumulative total of 239 (69+123+47).
- For the 4th quarter you project 132 Transitional Housing bed days to be utilized. You only enter 132 in the 4th quarter and the year-to-date column will automatically show a cumulative total of 371 (69+123+47+132).

SECTION XI: "PERMANENT HOUSING FOR PSA MEMBERS":

If you are not proposing to provide this service, then enter 0 for each quarter for Line item.

Line A – "Permanent Housing PSA Members Served (Unduplicated)":

This is a measure of Permanent Housing utilization by PSA Members during each quarter. Because this is an unduplicated number each person is counted only once per fiscal year.

Line A) Example:

- For the first quarter you project 2 Members will utilize Permanent Housing. The year-to-date column will automatically show a total of 2.
- For the 2nd quarter you project 0 Members will utilize Permanent Housing who did not use it in a previous quarter. You only enter 0 in the 2nd quarter and the year-to-date column will automatically show a cumulative total of 2 (2+0).
- For the 3rd quarter you project 0 Members will utilize Permanent Housing who did not use it in a previous quarter. You only enter 0 in the 3rd quarter and the year-to-date column will automatically show a cumulative total of 2 (2+0+0).
- For the 4th quarter you project 1 Members will utilize Permanent Housing who did not use it in a previous quarter. You only enter 1 in the 4th quarter and the year-to-date column will automatically show a cumulative total of 3 (2+0+0+1).

Line B – "Number of PSA Member Permanent Housing Bed Days per Quarter":

This is a measure of capacity and utilization. Enter the number of Permanent Housing bed days for each Member who will utilize this service during the reporting quarter. If your Permanent Housing program accommodates more than one person at a time, you will combine each person's projected total utilization for each quarter.

Line B) Example:

- For the first quarter you project 69 Permanent Housing bed days to be utilized. The year-to-date column will automatically show a total of 69.

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- For the 2nd quarter you project 123 Permanent Housing bed days will be utilized. You only enter 123 in the 2nd quarter and the year-to-date column will automatically show a cumulative total of 192 (69+123).
- For the 3rd quarter you project 47 Permanent Housing bed days to be utilized. You only enter 47 in the 3rd quarter and the year-to-date column will automatically show a cumulative total of 239 (69+123+47).
- For the 4th quarter you project 132 Permanent Housing bed days to be utilized. You only enter 132 in the 4th quarter and the year-to-date column will automatically show a cumulative total of 371 (69+123+47+132).

SECTION XII: "MONTHLY EVENTS":

This section differs from all other sections of the form as it refers to the 1st, 2nd and 3rd MONTH of each quarter and not the quarter itself.

Use column C for the first month of the reporting period, use column D for the second month of the reporting period, and column E for the third month of the reporting period.

Line A) – "Monthly Educational Events Y/N":

Enter "Y" in each months column for which an educational event will be held or enter "N" if no event will be held. Do not report how many events will be held each month.

Note: The RFP requires at least 1 educational event each month.

Line B) – "Monthly Newsletters Y/N":

Enter "Y" in each months column for which a newsletter will be produced and distributed or enter "N" if no newsletter will be produced and distributed.

Note: The RFP requires a newsletter be published and distributed each month.

SECTION XIII: "TRAINING":

Line A) – "Number of Members/Participants/Staff trained in Intentional Peer Support (unduplicated)":

Enter the projected number of unduplicated members, participants and staff, including members of your Board of Directors, who will be trained in Intentional Peer Support during the reporting quarter. Each person is counted only once per fiscal year for these trainings. This training is required bi-annually.

Line B) – "Number of Members/Participants/Staff trained in Wellness Self-Management (unduplicated)":

Enter the projected number of unduplicated members, participants and staff, including members of your Board of Directors, who will be trained in Wellness Self-Management during the reporting quarter. Each person is counted only once per fiscal year for this training. This training is required bi-annually.

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Line C) – “Number of Members/Participants/Staff trained in Warmline (unduplicated)”:

Enter the projected number of unduplicated members, participants and staff, including members of your Board of Directors, who will be trained in Warmline during the reporting quarter. Each person is counted only once per fiscal year for these trainings. This training is required annually.

Line D) – “Number of Members/Participants/Staff trained in Sexual Harassment (unduplicated)”:

Enter the projected number of unduplicated members, participants and staff, including members of your Board of Directors, who will be trained in Sexual Harassment during the reporting quarter. Each person is counted only once per fiscal year for these trainings. This training is required annually.

Line E) – “Number of Members/Participants/Staff trained in Member Rights (unduplicated)”:

Enter the projected number of unduplicated members, participants and staff, including members of your Board of Directors, who will be trained in Member Rights during the reporting quarter. Each person is counted only once per fiscal year for these trainings. This training is required annually.

SECTION XIV: “AGENCY-OWNED TRANSPORTATION”:

Line A) – “Total Number of Members/Participants transported in Agency-owned vehicle”:

Enter the projected total number of members and participants who will be transported in the agency-owned vehicle during the reporting quarter.

Note: For both Lines A and B of this section this is a total number each quarter and is not unduplicated.

Line A) Example:

- For the first quarter you project 72 members and participants will be transported in the agency-owned vehicle. The year-to-date column will automatically show a total of 72.
- For the 2nd quarter you project 67 members and participants will be transported in the agency-owned vehicle. You only enter 67 in the 2nd quarter and the year-to-date column will automatically show a cumulative total of 139 (72+67).
- For the 3rd quarter you project 83 members and participants to be transported in the agency-owned vehicle. You only enter 83 in the 3rd quarter and the year-to-date column will automatically show a cumulative total of 222 (72+67+83).
- For the 4th quarter you project 59 members and participants to be transported in the agency-owned vehicle. You only enter 59 in the 4th quarter and the year-to-date column will automatically show a cumulative total of 281 (72+67+83+59).

Line B) – “Total Number of Miles Traveled in Transport of Members/Participants in Agency-owned Vehicle”:

Enter the projected number of miles to be traveled while transporting members/participants in the agency-owned vehicle during the reporting quarter.

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Line B) Example:

- For the first quarter you project 230 miles traveled in transport of members and participants in the agency-owned vehicle. The year-to-date column will automatically show a total of 230.
- For the 2nd quarter you project 189 miles traveled in transport of members and participants in the agency-owned vehicle. You only enter 189 in the 2nd quarter and the year-to-date column will automatically show a cumulative total of 419 (230+189).
- For the 3rd quarter you project 100 miles traveled in transport of members and participants in the agency-owned vehicle. You only enter 100 in the 3rd quarter and the year-to-date column will automatically show a cumulative total of 519 (230+189+100).
- For the 4th quarter you project 132 miles traveled in transport of members and participants to in the agency-owned vehicle. You only enter 132 in the 4th quarter and the year-to-date column will automatically show a cumulative total of 651 (230+189+100+132).

END OF INSTRUCTIONS

Appendix E
Projected Revenue and Expense Report
(Budget Form A)

REGION:												
BIDDER NAME:												
STATE FISCAL YEAR:												
Name of Location for program in Columns E through N:												
SECTION 1: REVENUE												
430	PUBLIC SUPPORT											
431	United Way	0	0	0	0	0	0	0	0	0	0	0
432	Local/County Government	0	0	0	0	0	0	0	0	0	0	0
433	Donations/Contributions	0	0	0	0	0	0	0	0	0	0	0
435	Other public support	0	0	0	0	0	0	0	0	0	0	0
	Subtotal	0	0	0	0	0	0	0	0	0	0	0
440	Other Income											
450	Rental Income	0	0	0	0	0	0	0	0	0	0	0
460	Interest Income	0	0	0	0	0	0	0	0	0	0	0
490	Other Revenues	0	0	0	0	0	0	0	0	0	0	0
	Subtotal	0	0	0	0	0	0	0	0	0	0	0
480	BBH											
481	Amount of Funding Requested from the Department to provide the proposed Services	0	0	0	0	0	0	0	0	0	0	0
TOTAL PROGRAM REVENUES		0	0	0	0	0	0	0	0	0	0	0
SECTION 2: EXPENSES												
600	PERSONNEL COSTS											
601	Salary & Wages	0	0	0	0	0	0	0	0	0	0	0
602	Employee Benefits	0	0	0	0	0	0	0	0	0	0	0
603	Payroll taxes	0	0	0	0	0	0	0	0	0	0	0
	Subtotal	0	0	0	0	0	0	0	0	0	0	0
620	PROFESSIONAL FEES											
624	Accounting	0	0	0	0	0	0	0	0	0	0	0
625	Audit Fees	0	0	0	0	0	0	0	0	0	0	0
626	Legal Fees	0	0	0	0	0	0	0	0	0	0	0
627	Other Professional Fees and Consultants	0	0	0	0	0	0	0	0	0	0	0
	Subtotal	0	0	0	0	0	0	0	0	0	0	0
630	STAFF DEVELOPMENT AND TRAINING											
631	Publications and Journals	0	0	0	0	0	0	0	0	0	0	0
632	In-Service Training	0	0	0	0	0	0	0	0	0	0	0
633	Conferences and Conventions	0	0	0	0	0	0	0	0	0	0	0
634	Other Staff Development	0	0	0	0	0	0	0	0	0	0	0
	Subtotal	0	0	0	0	0	0	0	0	0	0	0

Appendix E
Projected Revenue and Expense Report
(Budget Form A)

<div>REGION:</div> <div>BIDDER NAME:</div> <div>STATE FISCAL YEAR:</div> <div>Name of Location for program in Columns E through N:</div>		Total Agency	Total Administration	Peer Support Wellness Program	Peer Support Wellness Program	Peer Support Wellness Program	Peer Support Wellness Program	Crisis Respite	Permanent Housing	Transitional Housing	Warmline	Other Non-BBH
640 OCCUPANCY COSTS												
641	Rent	0	0	0	0	0	0	0	0	0	0	0
642	Mortgage Payments	0	0	0	0	0	0	0	0	0	0	0
643	Heating Costs	0	0	0	0	0	0	0	0	0	0	0
644	Other Utilities	0	0	0	0	0	0	0	0	0	0	0
645	Maintenance and Repairs	0	0	0	0	0	0	0	0	0	0	0
646	Taxes	0	0	0	0	0	0	0	0	0	0	0
647	Other Occupancy Costs	0	0	0	0	0	0	0	0	0	0	0
Subtotal		0	0	0	0	0	0	0	0	0	0	0
650 CONSUMABLE SUPPLIES												
651	Office	0	0	0	0	0	0	0	0	0	0	0
652	Building/Household	0	0	0	0	0	0	0	0	0	0	0
653	Rehabilitation/Training	0	0	0	0	0	0	0	0	0	0	0
655	Food	0	0	0	0	0	0	0	0	0	0	0
657	Other Consumable Supplies	0	0	0	0	0	0	0	0	0	0	0
Subtotal		0	0	0	0	0	0	0	0	0	0	0
Other Expenses												
660	CAPITAL EXPENDITURES	0	0	0	0	0	0	0	0	0	0	0
665	DEPRECIATION	0	0	0	0	0	0	0	0	0	0	0
670	EQUIPMENT RENTAL	0	0	0	0	0	0	0	0	0	0	0
680	EQUIPMENT MAINTENANCE	0	0	0	0	0	0	0	0	0	0	0
700	ADVERTISING	0	0	0	0	0	0	0	0	0	0	0
710	PRINTING	0	0	0	0	0	0	0	0	0	0	0
720	TELEPHONE/COMMUNICATIONS	0	0	0	0	0	0	0	0	0	0	0
730	POSTAGE/SHIPPING	0	0	0	0	0	0	0	0	0	0	0
Subtotal		0	0	0	0	0	0	0	0	0	0	0
740 TRANSPORTATION												
741	Board Members	0	0	0	0	0	0	0	0	0	0	0
742	Staff	0	0	0	0	0	0	0	0	0	0	0
743	Members and Participants	0	0	0	0	0	0	0	0	0	0	0
Subtotal		0	0	0	0	0	0	0	0	0	0	0
750 Assistance to Individuals												
751	Client Services	0	0	0	0	0	0	0	0	0	0	0
752	Clothing	0	0	0	0	0	0	0	0	0	0	0
Subtotal		0	0	0	0	0	0	0	0	0	0	0
760 INSURANCE												
762	Vehicles	0	0	0	0	0	0	0	0	0	0	0
763	Comprehensive Property & Liability	0	0	0	0	0	0	0	0	0	0	0
800	OTHER EXPENDITURES	0	0	0	0	0	0	0	0	0	0	0
801	INTEREST EXPENSE	0	0	0	0	0	0	0	0	0	0	0
Subtotal		0	0	0	0	0	0	0	0	0	0	0
TOTAL PROGRAM EXPENSES		0	0	0	0	0	0	0	0	0	0	0
SURPLUS/(DEFICIT)												
Total Revenue - Total Expenses (line 24 - 86)		0	0	0	0	0	0	0	0	0	0	0
Verification of Balancing s/b 0		0										

Appendix E-I

Instructions for Projected Revenue and Expense Report (Budget Form A)

These instructions have been prepared to help you complete Appendix E, Projected Revenue and Expense Report in response to RFP Section 4.2.1.

Revenue and Expense Report projections are intended to document your anticipated revenue and expenses to provide peer support and wellness services, and/or other Optional services that you propose to provide in the RFP's Statement of Work, Section 3.

Please complete a Revenue and Expense Report projections for each State Fiscal Year 2017 (July 1, 2016 through June 30, 2017) and for State Fiscal Year 2018 (July 1, 2017 through June 30, 2018).

All service and program definitions are in the RFP document.

Please read and follow these instructions below to complete Appendix E.

1. General Instructions:

- 1.1. Round to the nearest dollar (no cents) and format with commas.
- 1.2. Make sure all totals foot and cross foot. (Add correctly both across and down.)
- 1.3. All revenues and expenditures must be calculated on the accrual method of accounting.
- 1.4. Complete the following at the top of the form:
 - 1.4.1. Name of the Region you propose to provide services
 - 1.4.2. Bidder Name:
 - 1.4.3. State Fiscal Year:
 - 1.4.4. Name of Location in Columns E through N.
 - 1.4.5. BBH references in this document refer to the Department's Bureau of Behavioral Health

2. Description of Columns

2.1.1. Total Agency Revenues or Expenses:

- 2.1.1.1. This column represents the total budgeted revenues and/or expenses of the agency for all program activities, including all programs funded partially or fully by BBH, as well as those not funded by BBH. The dollar amounts entered in this column shall equal the sum of columns in Individual Programs (Columns Headings E through N), see c) below.

2.1.2. Individual Programs (Column Headings E through N):

- 2.1.2.1. Use one column to indicate revenues and expenditures for each program by location. In each column give the name the location and address. The actual number of columns used will vary with the number programs a bidder proposes.

3. Total Administration Revenue and Expenses

- 3.1. Total Administration Revenues or Expenses: Include in this column all budgeted revenues and/or expenses representing all of the agency's administrative and general management activities to include:
- 3.2. Executive Staff: Persons responsible for overall agency management, fundraising, interaction/communication with Board of Directors, and overall financial management. This is not meant to include time Executive Directors spend managing programs versus managing the agency

Appendix E-I

Instructions for Projected Revenue and Expense Report (Budget Form A)

and reporting to the Board.

- 3.3.** Financial Management Staff: Persons responsible for accounting, bookkeeping, payroll, and all agency total budget preparations, monitoring and reporting. Excluding accounts receivable staffs which are to be allocated to programs based on amount of activity.
- 3.4.** Clerical, Typing, and Data Entry Staff: Persons responsible for work related to above staff and functions.
- 3.5.** Occupancy, Supplies, Equipment, Staff Training and other costs specifically related to the above staff and activities.
- 3.6.** Audit Costs are to be spread by generally accepted accounting principles.

4. Instructions for Completing Appendix E by– Line Items

- 4.1.1.** In the table below, there are definitions that are assigned a number that corresponds to the line item in the Appendix E Project Revenue and Expense Report Spreadsheet.

DEFINITIONS	
SECTION 1: REVENUE	
<u>430 PUBLIC SUPPORT</u>	This category includes all the following sources of support as follows:
<u>431 UNITED WAY</u>	All funds provided by United Way.
<u>432 LOCAL/COUNTY GOVERNMENT</u>	Includes all funds provided by towns, cities, and/or counties.
<u>433 DONATIONS/CONTRIBUTIONS</u>	Income received from restricted or unrestricted contributions.
<u>435 OTHER PUBLIC SUPPORT</u>	Includes other public support not covered by ABOVE line items.
<u>440 OTHER INCOME</u>	<u>This category includes all the following sources of income as follows:</u>
<u>450 RENTAL INCOME</u>	This line item includes any income obtained as the result of property or equipment rental. This includes rent collected from clients for agency-operated housing.
<u>460 INTEREST INCOME</u>	Includes all revenue generated from investment accounts or savings accounts.
<u>490 OTHER REVENUES</u>	<u>This line item includes any revenues not reported in any of the above line items.</u>
<u>480 BBH</u>	
<u>481: Amount of Funding Requested from the Department to provide the proposed Services.</u>	
<u>Total Program Revenues: Data Entry is not required:</u>	
<u>Total Program Revenues contains a formula to calculate a total for all the revenue sources.</u>	

Appendix E-I
Instructions for Projected Revenue and Expense Report (Budget Form A)

DEFINITIONS

SECTION 2: EXPENSES

600 PERSONNEL COSTS

This category includes all of the personnel costs from Appendix F – Personnel Form as follows:

601 SALARIES AND WAGES

This line item includes payment for full and part-time personnel services accrued in whatever form and whether paid immediately or deferred for services rendered by employees of the agency during the fiscal year. Premiums for overtime, extra pay shifts, on-call rotations, and multi-shift work should be included here.

602 EMPLOYEE BENEFITS

This line item includes all benefits paid to, or on behalf of employees, i.e. health and dental insurances, retirement plans, worker's compensation, unemployment insurance, and taxable benefits which are not attributable to other lines, etc.

603 PAYROLL TAXES

This line item includes all employer payments made for Social Security and Medicare payroll taxes.

620 PROFESSIONAL FEES

This category includes the following costs:

624 ACCOUNTING

This would include check writing and payroll fees.

625 AUDIT FEES

This item includes the cost of accounting and auditing fees.

626 LEGAL FEES

This line item includes all legal fee costs that the agency expects to incur as the result of contractual obligations to BBH.

627 OTHER PROFESSIONAL FEES AND CONSULTANTS

This line item includes any consultant and/or professional fees not covered by the line item above, such as program evaluations. Fees incurred for any type of staff development and/or training should be reflected in the appropriate staff development line item. This line should not be used for agency staff.

630 STAFF DEVELOPMENT AND TRAINING

This category includes all staff development and training costs as follows:

631 PUBLICATIONS AND JOURNALS

Includes all books, publications, and training materials purchased for staff development/training purposes.

632 IN-SERVICES TRAINING CONSULTANTS

Includes the cost of paying professionals to provide in-service training/consultation to any staff members.

633 CONFERENCES AND CONVENTIONS

This item includes expenses for attending any conferences, workshops, conventions, and meetings. Travel costs associated with these are to be reported here such as meals and hotel costs.

634 OTHER STAFF DEVELOPMENT

Includes any staff development costs not covered by the line items above (such as individual staff member's tuition).

640 OCCUPANCY COSTS

This category includes all costs as follows:

641 RENT

This item should reflect the cost of renting any facility utilized for agency.

642 MORTGAGE PAYMENTS

This item should reflect the interest and principal costs for any facility utilized for agency activities.

643 HEATING COSTS

Appendix E-I
Instructions for Projected Revenue and Expense Report (Budget Form A)

DEFINITIONS

This line item includes all heating costs, i.e. electricity, gas, or oil.

644 OTHER UTILITIES

This item includes all other utility costs, i.e. electricity, water, sewage, gas.

645 MAINTENANCE AND REPAIRS

This line item includes the costs of materials and supplies needed for routine maintenance and repairs and/or maintenance contracts (i.e. garbage removal and snowplowing).

646 TAXES

This line item includes tax payments.

647 OTHER OCCUPANCY COSTS

This line item is for any other occupancy costs not covered by the line items listed above. (Renovation costs should be included in capital expenditures.)

650 CONSUMABLE SUPPLIES

This category includes all costs as follows:

651 OFFICE

This item includes the cost of consumable materials used for office operations, such as paper, pens, notebooks, printed checks, photocopy supplies, etc.

652 BUILDING/HOUSEHOLD

This line item includes the cost of consumable supplies used for buildings and grounds as well as all household supplies (toilet paper, paper towels, cleaning supplies, etc.)

653 REHABILITATION/TRAINING

This line item includes the cost of materials used in client programs, such as paper, pens, paint brushes, personal grooming items, sets of practice materials, etc.

655 FOOD

This line item includes the cost of raw or prepared food goods for client services.

657 OTHER CONSUMABLE SUPPLIES

This is an optional line that agencies may use to track some consumable supplies separately. Examples: computer supplies, laundry, etc.

Other Expenses

660 CAPITAL EXPENDITURES

Provide the amount for capital expenditures, which are expenditures for all items having a useful life of more than one year. Additionally, the Vendor should complete Appendix G – Capital Expenditure Report Form (Budget Form C) to provide the detail to support the expense. The amount recorded in Appendix F should agree with the amount on Appendix G. Note: The Vendor may be required by the Department to return the purchased items to the Department.

665 DEPRECIATION

Depreciation line represents the cost of future capitalized items. This amount needs to be put in a separate savings account (a restricted account), in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same. Note: The Vendor agrees to return the money received from the Department should the Agreement be terminated or end without the purchase of the capital item.

670 EQUIPMENT RENTAL

This line item includes the cost of renting equipment, i.e. (Postage meters should be included in Account #730-postage.)

680 EQUIPMENT MAINTENANCE

This line item includes the cost of equipment service maintenance contracts.

700 ADVERTISING

Appendix E-I
Instructions for Projected Revenue and Expense Report (Budget Form A)

DEFINITIONS

This line item reflects costs for advertising, including personnel vacancies

710 PRINTING

This line item includes the cost of printing, photography, art work, proofs, leaflets, brochures, etc.

720 TELEPHONE/COMMUNICATIONS

This line item includes costs related to telephones, telegraph, mailgrams, and other communications expenses such as internet and web-hosting fees.

730 POSTAGE/SHIPPING

This line item includes costs related to postage stamps, trucking, and delivery.

740 TRANSPORTATION

This category includes costs as follows:

741 BOARD MEMBERS

This line item includes all expenses for travel and transportation of board members, such as mileage reimbursement, rental of vehicles.

742 STAFF

This line item includes all expenses for travel and transportation of agency staff, such as mileage reimbursement, rental of vehicles, This includes travel related to administration as well as member and participant transportation in private vehicles.

743 Members and Participants. This line item includes all expenses for transportation of clients, with the exception of drivers who should be shown in the personnel budget. Allowable costs include vehicle lease/loan payments, operating and maintenance expenses and registration. Staff reimbursement for client travel is to be on line 742 above.

750 ASSISTANCE TO INDIVIDUALS

This category includes all costs to assist individuals with funding other than the Department as follows:

751 CLIENT SERVICES

Include the cost of special funds for providing assistance to clients for the purchase of services or goods when no other funding source is available.

752 CLOTHING

This line item includes the costs for client clothing and personal items (hair dryers, razors, etc.) in community residences only. This fund should be used only when no other resources are available.

760 INSURANCE

This category includes all costs as follows:

762 VEHICLES

This line item should reflect all vehicle insurance costs.

763 COMPREHENSIVE PROPERTY AND LIABILITY

This line item should reflect all comprehensive property and liability costs.

800 OTHER EXPENDITURES

This line item should reflect any costs that are not included in any of the above line items.

801 INTEREST EXPENSE

Total Program Expenses: Data Entry is not required:

Total Program Expenses contains a formula to calculate a total for all the expenses.

APPENDIX F
PERSONNEL FORM
(Budget Personnel Form B)

Appendix F - Personnel Form (Budget Personnel Form B)

Bidder:

State Fiscal Year:

											PAYROLL		TAXES		WORKER'S COMP	UNEMPLOYMENT INSURANCE	DENTAL Insurance	Long Term Disability Insurance	Short Term Disability Insurance	Employee Life Insurance	Employer 403B Contribution	Other Employee Benefits	TOTAL EMPLOYEE Benefits	TOTAL FTE	
Employee Name		Position	Pos. Code	Status	Years	Degree Code	HOURS per WEEK	HOURLY RATE	WEEKLY SALARY	ANNUAL SALARY	SOCIAL SECURITY	MEDICARE													
	PROGRAM - PSP -																								
	PROGRAM - PERMANENT HOUSING																								
1							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
3							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
4							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
6							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
7							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
8							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
9							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
10							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	PROGRAM - TRANSITIONAL HOUSING																								
1							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
3							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
4							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
6							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
7							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
8							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
9							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
10							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	PROGRAM - WARMLINE																								
1							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
3							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
4							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
6							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
7							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
8							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
9							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
10							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	OTHER NON-BBH																								
1							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
3							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
4							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
6							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
7							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
8							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
9							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
10							0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
							0.00			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

APPENDIX F
PERSONNEL FORM
(Budget Personnel Form B)

Appendix F - Personnel Form (Budget Per

Bidder:

State Fiscal Year:[illegible]

APPENDIX F
PERSONNEL FORM
(Budget Personnel Form B)

Appendix F - Personnel Form (Budget Per

Bidder:

State Fiscal Year:

	Employee Name	Position	Total Agency Salaries		Total Administration Salaries		Peer Support/Wellness Program		Peer Support/Wellness Program		Peer Support/Wellness Program		Peer Support/Wellness Program		Crisis Respite		Permanent Housing		Transitional Housing		Warmline		Other Non-BBH	
			FTE	Amount	FTE	Amount	Location: FTE	Amount	Location: FTE	Amount	Location: FTE	Amount	Location: FTE	Amount	Location: FTE	Amount	Location: FTE	Amount	Location: FTE	Amount	Location: FTE	Amount	FTE	Amount
	PROGRAM - PSP -																							
	PROGRAM - PERMANENT HOUSING																							
1			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
2			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
3			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
4			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
5			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
6			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
7			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
8			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
9			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
10			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
	PROGRAM - TRANSITIONAL HOUSING																							
1			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
2			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
3			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
4			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
5			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
6			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
7			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
8			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
9			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
10			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
	PROGRAM - WARMLINE																							
1			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
2			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
3			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
4			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
5			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
6			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
7			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
8			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
9			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
10			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
	OTHER NON-BBH																							
1			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
2			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
3			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
4			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
5			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
6			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
7			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
8			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
9			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0
10			0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0

APPENDIX F-I
INSTRUCTIONS FOR PERSONNEL FORM
(Budget Personnel Form B)

- A. **FIELDS:** Below are the instructions for completing each field within the Appendix F - Personnel Form. Where codes are required, **use only one code** in a field.

FIELD	LOCATION	INSTRUCTIONS
Agency	Top - Left	Name of Agency
Fiscal Period	Top - Left	State Fiscal Year 2017 (July 1, 2016 through June 30, 2017) State Fiscal Year 2018 (July 1, 2017 through June 30, 2018)
Page Numbers	Top - Right	If more than one page
Date Prepared	Top - Center	Enter date prepared
Prepared by:	Top -Center	Enter name of staff completing the Budget Personnel Form.
PROGRAM - PSP	Column B	In grayed area enter name of Program (Example: PROGRAM – PSP – Berlin)
Name	Column B	Enter name of person in that program holding the position if it is not vacant. NEVER list the same person more than once in a program. If a person works in more than one program list them separately in the other program(s).
Position Title	Column C	Enter the Title of the Position held by this person.
Position Classification Code	Column D	Enter only one Position/ Classification Code that best describes the responsibilities of the person in this position from the attached code sheet.
Status	Column E	Enter code signifying whether position is new during this past year, vacant, filled, or proposed for the next contract cycle.
Years with Agency	Column F	Enter the number of years this individual has been employed in any capacity by this Agency.
Degree Code	Column G	Enter only one Degree Code that best describes the degree obtained for the person holding the position from the attached code sheet.
Hours per Week	Column H	Enter the total number of hours per week the person will work within the agency. (All reporting centers, including administration)
Hourly Rate	Column I	Enter the hourly rate for this person, even if the person is to be paid a salary the hourly rate should be entered here.
Weekly Salary	Column J	Do Not enter any data in this column. This field automatically populated.
Annual Salary	Column K	Do Not enter any data in this column. This field automatically

APPENDIX F-I
INSTRUCTIONS FOR PERSONNEL FORM
(Budget Personnel Form B)

FIELD	LOCATION	INSTRUCTIONS
		populated.
Social Security Tax	Column L	Do Not enter any data in this column. This field automatically populated.
Medicare Tax	Column M	Do Not enter any data in this column. This field automatically populated.
Worker's Compensation	Column N	Check with appropriate State/Federal/Local agency and enter the amount of Worker's Compensation premium attributable to this person.
Unemployment Insurance	Column O	Check with the appropriate State/Federal/Local agency and enter the total amount of Unemployment Insurance attributable to this person.
Health Insurance	Column P	Enter the agency's total annual cost of Health Insurance premiums paid to or on behalf of this person. (This amount should include premiums attributable to other individuals, i.e., family plans, dependents, etc.)
Dental Insurance	Column Q	Enter the agency's total annual cost of Dental Insurance premiums paid to or on behalf of this person. (This amount should include premiums attributable to other individuals, i.e., family plans, dependents, etc.)
Long Term Disability Insurance	Column R	Enter the agency's total annual cost of Long-Term Disability Insurance premiums paid to or on behalf of this person.
Short Term Disability Insurance	Column S	Enter the agency's total annual cost of Short-Term Disability Insurance premiums paid to or on behalf of this person.
Employee Life Insurance	Column T	Enter the agency's total annual cost of Employee Life Insurance premiums paid to or on behalf of this person.
Employer 403b Contribution	Column U	Enter the total annual amount of Employer Contributions, regular and/or discretionary, paid to a qualified 403b or other Tax Sheltered Annuity.
Other Employee Benefits	Column V	Enter the agency's total annual cost of other "cash" benefits paid to or on behalf of this person. This would include any benefit not previously shown. Do not include non-cash benefits such as earned time, vacation pay, holidays, etc. "Other Employee Benefit" is to be described as to the type and cost in the Form A Budget Narrative under Line Item 602.
Total Employee Benefits	Column W	Do Not enter any data in this column. This field automatically populated.

APPENDIX F-I
INSTRUCTIONS FOR PERSONNEL FORM
(Budget Personnel Form B)

FIELD	LOCATION	INSTRUCTIONS
Total FTE	Column X	Do Not enter any data in this column. This field automatically populated.
Total Agency Salaries	Column Y	Do Not enter any data in this column. This field automatically populated.
Total Administration Salaries	Column Z	Do Not enter any data in this column. This field automatically populated.
Peer Support Program (and all other Programs) FTE	All other FTE Columns	Do Not enter any data in this column. This field automatically populated.
Peer Support Program (and all other Programs) Salary	All other Salary Columns	Do Not enter any data in this column. This field automatically populated.
Total	Last Line	Do Not enter any data in this column. This field automatically populated.

B. CODES FOR APPENDIX F - PERSONNEL FORM

CODE	DEGREE	ADDITIONAL INFORMATION
GED		
HSD	High School Diploma	
ND	Nursing Diploma	
A	Associates Degree	
B	Bachelor Of Arts Or Science	
M	Masters	Including M.Ed., MSW, MS Etc.
MD	Doctor	Including DO
D	Doctorate	Including Psy.D., Sc.D., JD, D.Min. and Ed.D. Etc.
CAGS	Certificate Of Advanced Graduate Studies	
N	None	
U	Unknown	

POSITION CLASSIFICATION		
CODE	POSITION	
EXDIR	<u>Executive Director</u> / CEO	Has overall authority and responsibility for agency operation. Insures that the agency is responsive to the needs of the service area. Reports to the board of directors.

APPENDIX F-I
INSTRUCTIONS FOR PERSONNEL FORM
(Budget Personnel Form B)

POSITION CLASSIFICATION		
CODE	POSITION	
DPDIR	<u>D</u> eputy <u>D</u> irector	Performs duties as assigned by the Executive Director in the overall administration of agency services. Performs duties of the Executive Director in his/her absence.
PDIR	<u>P</u> rogram <u>D</u> irector	Responsible for the management and direction of program services for the agency. Directly supervises staff. Responsible for the overall operation of the programs.
INLIV	<u>I</u> ndependent <u>L</u> iving Staff	Provides training and assistance in daily living skills.
PEER	<u>P</u> eer Support Staff	Provides peer support to other consumers in general or specific ways but which are distinct from the specific five categories listed below:
PEERWA	<u>P</u> eer <u>W</u> arm line staff	Provides coverage during on and off hours of telephone warm line
PEEROU	<u>P</u> eer <u>O</u> utreach worker	Provides outreach in community locations
RESP	<u>R</u> espice Staff	Provides service to children and families for preventative, proactive symptom management.
VOC	<u>V</u> ocational Staff	Provides Peer Support in the Workplace.
VC	<u>V</u> olunteer <u>C</u> oordinator	Administers volunteer programs
ACMGR	<u>A</u> ccounting <u>M</u> anager	Manage daily operations in accounting and receivable.
DP	<u>D</u> ata <u>P</u> rocessing Staff	System analysts, programmers, computer operators, and network administrator.
ADDIR	<u>A</u> ddministrative Services <u>D</u> irector	Oversees financial operations of the agency.
OFMGR	<u>O</u> ffice <u>M</u> anager	Manage general administrative tasks and supervision of clerical staff.
EXSEC	<u>E</u> xecutive <u>S</u> ecretary	Provides administrative/secretarial support to the Chief Executive Office (Executive Director) and executive office.
ADMIN	<u>A</u> ddministrative Support Staff	Performs a wide range of administrative and/or clerical duties to support the administrative and clinical services of assigned departments.
RECEP	<u>R</u> eceptionist / Switchboard Operator	Receives and directs incoming calls and visitors.

APPENDIX F-I
INSTRUCTIONS FOR PERSONNEL FORM
(Budget Personnel Form B)

POSITION CLASSIFICATION		
CODE	POSITION	
MAINT	<u>M</u> aintenance Staff	Maintains buildings and grounds.
JANIT	<u>J</u> anitor/Housekeeper	Cleans rooms and furnishings.
DRIVR	<u>D</u> river	Provides transportation for consumers and may include courier services.
O	<u>O</u> ther	

STATUS		
N	New	Position added during the current contract year and filled.
V	Vacant	Vacant position at this time, but approved in current contract.
F	Filled	Position currently filled.
P	Proposed	Proposed position for the upcoming fiscal year.

APPENDIX G

CAPITAL EXPENDITURE REPORT FORM AND INSTRUCTIONS (BUDGET FORM C)

The Appendix G Capital Expenditure Report Form provides the detail for the capital expenditure reported for item 660 Capital Expenditure, in Appendix E – Projected Revenue and Expense Report (Budget Form B).

Capital expenditures are defined as expenditures for all items having a useful life of more than one year.

The column labeled "Request" is the amount the Vendor requests from the Department for the purchase of the item(s). If the Total Cost and the Request are different, explain the difference.

AGENCY: _____

FISCAL YEAR: _____

PREPARED BY: _____

DATE PREPARED: _____

[illegible]

Appendix H

Geographic Regions

Region I

Albany
Bartlett
Bath
Benton
Berlin
Bethlehem
Brookfield
Carroll
Chatham
Clarksville
Colebrook
Columbia
Conway
Dalton
Dixville
Dummer
Easton
Eaton
Effingham
Errol
Franconia
Freedom
Gorham
Hart's Location
Haverhill
Jackson
Jefferson
Lancaster
Landaff
Lincoln
Lisbon
Littleton
Lyman
Madison
Milan
Monroe
Moultonborough
Northumberland
Ossipee
Piermont
Pittsburg
Randolph
Sandwich
Shelburne
Stark
Stewartstown
Stratford
Sugar Hill
Tamworth
Tuftonboro
Wakefield
Warren
Waterville
Wentworth Location
Whitefield
Wolfeboro
Woodstock

Region II

Acworth
Canaan
Charlestown
Claremont
Cornish
Croydon
Dorchester
Enfield
Goshen
Grafton
Grantham
Hanover
Langdon
Lebanon
Lempster
Lyme
Newport
Orange
Orford
Plainfield
Springfield
Sunapee
Unity
Washington

Region III

Alexandria
Alton
Ashland
Barnstead
Belmont
Bridgewater
Bristol
Campton
Center Harbor
Ellsworth
Gilford
Gilmanton
Groton
Hebron
Holderness
Laconia
Meredith
New Hampton
Plymouth
Rumney
Sanbornton
Thornton
Tilton
Wentworth

Region VI

Allenstown
Andover
Boscawen
Bow
Bradford
Canterbury
Chichester
Concord
Danbury
Deering
Dunbarton
Epsom
Franklin
Henniker
Hill
Hillsboro
Hopkinton
Loudon
New London
Newbury
Northfield
Pembroke
Pittsfield
Salisbury
Sutton
Warner
Weare
Webster
Wilmot
Windsor

Region V

Alstead
Antrim
Bennington
Chesterfield
Dublin
Fitzwilliam
Francetown
Gilsum
Greenville
Hancock
Harrisville
Hinsdale
Jaffrey
Keene
Lyndeborough
Marlborough
Marlow
Nelson
New Ipswich
Peterborough
Richmond
Rindge
Roxbury
Sharon
Stoddard
Sullivan
Surry
Swanzey
Temple
Troy
Walpole
Westmoreland
Wilton
Winchester

Region VI

Amherst
Brookline
Hollis
Hudson
Litchfield
Mason
Merrimack
Milford
Mont Vernon
Nashua

Region VII

Auburn
Bedford
Candia
Goffstown
Hooksett
Londonderry
Manchester
New Boston

Region VIII

Brentwood
Deerfield
East Kingston
Epping
Exeter
Fremont
Greenland
Hampton
Hampton Falls
Kensington
Kingston
New Castle
Newfields
Newington
Newmarket
North Hampton
Northwood
Nottingham
Portsmouth
Raymond
Rye
Seabrook
South Hampton
Stratham

Region IX

Barrington
Dover
Durham
Farmington
Lee
Madbury
Middleton
Milton
New Durham
Rochester
Rollinsford
Somersworth
Strafford

Region X

Atkinson
Chester
Danville
Derry
Hampstead
Newton
Pelham
Plaistow
Salem
Sandown
Windham