



State of New Hampshire  
Department of Health and Human Services

**REQUEST FOR PROPOSALS**

FOR

Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility

RFP-2024-HH-01-OPERA-01

RELEASE DATE: May 24, 2023

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# New Hampshire Department of Health and Human Services Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility

## 1. PURPOSE AND OVERVIEW

### 1.1. Introduction

This Request for Proposals (RFP) is published to solicit proposals for provision of behavioral health services at Hampstead Hospital and Residential Treatment Facility (HHRTF). The selected Vendor must provide the following core services:

- Children’s Services – Inpatient treatment for individuals ages 5-17 (or younger, if deemed clinically appropriate) with serious psychiatric and behavioral disorders who are admitted either on a voluntary or involuntary basis. This includes offering acute psychiatric care, stabilization for youth with developmental delays, and partial hospitalization programming.
- Young Adult Services – Inpatient treatment for individuals ages 18-25 (or younger, if deemed clinically appropriate) with psychiatric issues, substance misuse disorder issues, or both, who are admitted either on a voluntary or involuntary basis.
- Psychiatric Residential Treatment Facility (PRTF) services – The PRTFs is an intensive residential treatment facility that provides children and adolescents up to age 21 with a comprehensive 24-hour therapeutic environment integrating group living, educational services, and a clinical program based upon an interdisciplinary clinical assessment and an individualized treatment plan that meets the needs of the child and family. It can be a step-up or a step-down.
- Supply chain management for all consumable items, such as medical supplies and cleaning supplies.
- Personnel services – This includes the recruitment, if applicable, hiring and retention of the personnel listed in Appendix H - Staffing Requirements and offering employment to qualified current HHRTF personnel, maintaining their current salary including similar or equivalent benefits. See organizational chart below.
- Administrative services - laundry, food/nutrition, environmental/facilities, and safety services.

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

### 1.2. Key Information

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

Contract Effective Date	Upon Governor and Executive Council approval and: <ul style="list-style-type: none"><li>• January 2024, if transition of services, is necessary.</li><li>• July 1, 2024 if no transition of services is necessary.</li></ul>
Contract End Date	December 31, 2027

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Renewal Options	The Department may extend contracted services two times for up to three (3) years each time.
Funding Source	The Department anticipates using General and Other funds for resulting contract(s). "Other funds" represent revenues the State collects from public and private insurers, and other third party payers as reimbursement for clinical services provided to patients.
Point of Contact	Brooke Provost, Administrator III Brooke.L.Provost@dhhs.nh.gov 603-271-9673
<p>From the date of release of this solicitation until an award is made and announced regarding the selection of a Vendor, <b>all communication with personnel employed by or under contract with the Department regarding this solicitation is prohibited unless first approved by the Point of Contact listed above.</b> Department employees have been directed not to hold conferences and/or discussions concerning this solicitation with any potential vendor during the selection process, unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating this restriction on communications.</p>	

**1.3. Procurement Timetable**

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.		
Item	Action	Date
1.	Solicitation Released	5/22/2023
2.	Letter of Intent Submission Deadline (optional)	5/31/2023
3.	Vendors Conference Date (optional)	6/5/2023 10:00AM
4.	Notification of Intent to Participate in a Tour of HHRTF (Mandatory)	6/12/2023
5.	Tour of HHRTF (optional)	6/19/2023
6.	Questions Submission Deadline	6/28/2023 12:00PM
7.	Department Response to Questions Published	7/12/2023
8.	Vendor Solicitation Response Due Date	7/26/2023 12:00PM

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## **2. BACKGROUND**

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

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

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

#### **2.1. Background**

As the sole pediatric facility dedicated to psychiatric inpatient care in New Hampshire, Hampstead Hospital has long been an important partner in providing quality care that is tailored to the needs of young people and their family/support systems. In 2019, the State moved its psychiatric beds for children from New Hampshire Hospital to Hampstead Hospital.

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

The current vendor is continuing current clinical services and programming, employing long-standing and new staff members, and maintaining other key facility functions. Beyond maintaining the care and clinical staff that have long existed at HHRTF, the contractor is expanding bed capacity as well as opening a 12-bed, 24/7 Psychiatric Residential Treatment Facility (PRTF). Currently, the vendor has 195 positions.

The Department is the owner and operator, responsible for overseeing all functions of this hospital; this includes ensuring quality services are provided by the vendor in compliance with all contractual requirements as well as all federal and state laws and regulations, and billing for and collecting revenue on services rendered. Reporting to the Commissioner's Office, the Department leaders on-site at HHRTF include the facility's Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, Compliance Officer, General Counsel, and Contract Manager, these leaders collaborate with and oversee the clinical leaders employed by the contractor, engaging in complementary ways to achieve the facility's mission and goals. An additional 21 positions at Hampstead Hospital are also Department employees; these are operational and finance roles required to manage the unique systems, processes, and

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workflows associated with being a government-own healthcare facility—including collection of revenue for the facility.

Looking beyond this initial two-year period, the purpose of this RFP is to identify the vendor that will continue the clinical operations and key facility functions at HHRTF as the facility continues growing under state ownership and oversight.

### 2.2. Goals and Strategic Priorities

The goal of this RFP is to identify a vendor that can provide high-quality, cost-effective, accessible inpatient and residential care for New Hampshire children and young adults at HHRTF that aligns with the System of Care. Collaborating with and overseen by the Department, the vendor will ensure patients receive tailored services that rapidly stabilize their behaviors, treat their symptoms, and promptly allow them to return to family-based settings. The ultimate outcome goal is to provide children and their caregivers the skills and connections to manage their needs safely in the community and enable children to thrive at home, in education and in future employment. In addition to this outcome goal, the Department wants HHRTF to help New Hampshire to move toward a treatment landscape that:

- Prioritizes short-term treatment with the goal of rapidly reunifying children with their families and/or community support networks.
- Widens access to treatment for all who need it, enabling all children and youth to access services, regardless of their current involvement with child welfare or juvenile justice systems.
- Reduces reliance on hospital emergency departments and reduces the need for future psychiatric hospitalization.
- Provides services that are trauma-informed and use evidence-based practices to ensure the highest quality of care and the best possible outcomes for youth and children.
- Ensures treatment is available along a continuum of care that delivers tailored treatment plans for each child according to their individual needs, and at a range of different levels of intensity.
- Coordinates effectively and seamlessly with key partner entities including the Care Management Entities (CME), the child's school district, family and permanency teams and the Department's Division for Children, Youth, and Families (DCYF) staff to deliver treatment according to System of Care values (outlined in table below).
- Adheres to Six Core Strategies for Reducing Seclusion and Restraint Use a model for reform developed by the National Association of State Mental Health Program Directors, a therapeutic framework and a means to reduce the aversive and traumatizing use of restraining and secluding children.
- Cultivates strong community networks around youth and children to support long-term thriving in community settings after discharge.

Core Values of the NH Children's System of Care Upheld by HHRTF

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

The Department envisions that the campus of HHRTF might be expanded over time to include additional services for children. For example, the campus is one of several sites being considered for the construction of an 18-bed architecturally secure, therapeutically-oriented facility to replace the current youth detention center. If such a new facility, were to be built on the HHRTF campus, it would be expected that the selected Vendor serving HHRTF would collaborate with the Department on exploring provisions of shared services between a new facility and those at HHRTF (e.g., nutrition, environmental/janitorial, education, laundry, overnight nursing). Any additional services would result in future contract amendment, as agreed upon by both parties and as approved by the Governor and Executive Council.

While HHRTF is a physical facility, it is also an integral part of the multi-faceted continuum of care in New Hampshire, known as the System of Care. New Hampshire’s System of Care is designed to serve many different emotional, behavioral, and mental health needs of children by expanding the State’s capacity to provide early and effective home and community-based services and reduce reliance on residential and inpatient treatment unless clinically required. With the passage of New Hampshire Senate Bill 14 in 2019<sup>1</sup> and the federal Family First

<sup>1</sup> NH SB 14 (2019) available at: [billText.aspx \(state.nh.us\)](http://billText.aspx(state.nh.us))

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Prevention Services Act in 2018<sup>2</sup>, the State has an important opportunity to continue to enhance the breadth, quantity, and quality of behavioral health services available to New Hampshire's children.

One component of the broader System of Care is providing more intensive, high-quality inpatient and residential treatment for children with the most significant, acute behavioral health needs when required. The New Hampshire 10-Year Mental Health Plan<sup>3</sup>, developed and approved in 2019, indicates the need for a robust system of inpatient and residential treatment to enhance the continuum of care for mental health treatment.

### 2.3. Stakeholder Input

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

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

- **Quality**
  - **Family engagement, family voice, and family-driven care is essential.** HHRTF should involve families at every step of treatment (with meetings arranged proactively and at a designated cadence) and help the family maintain connections with schools, friends, natural supports, and communities. Children should be treated in the context of the family.
  - **Effective discharge planning is as important as effective treatment.** HHRTF should ensure discharge planning begins immediately upon a child's entry into the facility to ensure the child's connections with their home community and schools are maintained to the greatest extent possible, and that transition services and supports are in place for the child as soon as the child's condition has been stabilized and they are ready for discharge.
  - **Workforce stability is a key ingredient.** Workforce shortages are a huge challenge, and any future vendor will need to articulate how they will manage this challenge. Moreover, HHRTF can be a place of learning where NH invests in the future of its healthcare workforce.
- **Access**
  - **In terms of access,** geographic challenges around visitation (including helping families with transportation or overnight accommodations costs, as well as virtual conferencing to clinicians, schools, and families) are critical to address. There is a need to prioritize equitable access, including a focus on overcoming language and communication barriers, and inclusive policies to accept young people who have

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<sup>2</sup> Family First Services and Prevention Act (P.L.) 115-123, Title VII, available at: [PUBL123.PS \(familyfirstact.org\)](#).

<sup>3</sup> [10-Year Mental Health Plan | New Hampshire Department of Health and Human Services \(nh.gov\)](#)



complex needs and adversities.

- **Cost**
  - **In terms of cost-efficiency**, HHRTF should 1) provide high quality care that leads to better outcomes and avoids unnecessary and expensive future ED and inpatient stays; 2) ensure only children who require acute psychiatric hospitalization or residential treatment are admitted; 3) link to adequate discharge and step-up/step-down care (including residential, partial hospitalization, wrap-around services, etc.); and 4) avoid the need for inpatient and residential care as much as possible through increased focus on prevention and diversion strategies.
- **System of Care**
  - **HHRTF is more than just a healthcare facility; it is a critical component (and driver) of the System of Care.** The goals of HHRTF should include meeting the need of the child or young adult currently in care, addressing the needs of child and young adult waiting to get in, and training and building up the workforce for the patients who will need care in the years ahead. HHRTF care should also coordinate with and foster the growth and improvement of other elements of the care system, ensuring strong linkages and relationships with robust community-based supports.
- **Contract Structure**
  - **DHHS needs to provide oversight.** DHHS should have a clearly defined quality assurance program, clear and prompt procedures to investigate complaints, continuous quality improvement processes, and state presence on site at all times to oversee operations. Ultimately it rests on DHHS to ensure the principles of the System of Care are integrated into treatment at HHRTF.
  - **Some or all clinical and operational services should be contracted out.** This will give the State the flexibility to attract and retain high quality and competitively compensated staff, and to foster greater nimbleness, innovation, and efficiency in running the facility.

### **3. STATEMENT OF WORK**

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

3.2. **Staffing Requirements** – See Appendix H.

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

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

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

3.4. **IT Requirements Workbook** – See Appendix K

### **4. Readiness Review**

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- 4.1. The Department will review the selected Vendor's readiness to begin providing services on July 1, 2024. The Readiness Period activities are defined in Appendix G – Scope of Services. The purpose of the review will be to determine whether the selected Vendor is carrying out its implementation plan as submitted in response to the RFP and agreed upon with the Department.
- 4.2. The selected Vendor is solely responsible for the cost of all work during the readiness review and undertakes the work at its **sole risk**. If the Department determines that the selected Vendor is not ready to begin providing services on the program start date, it may, at its sole discretion, delay the start of the contract and require corrective action, or terminate the contract.
- 4.3. In order to demonstrate its readiness, the selected Vendor must cooperate in the Readiness Review conducted by the Department.
- 4.4. The selected Vendor must coordinate data exchange with the current Vendor.
- 4.5. The selected Vendor must participate in all Department trainings in preparation for implementation of the contract.

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**5. MANDATORY QUESTIONS**

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

**Organizational Capacity, Staffing, Recruitment, and Retention (200 points possible):**

1. Agency management, administrative and technical capacity: Describe your agency's overall management structure, contract management expertise and skills and the experience of your senior leadership/management team. How does your organization's leadership support a culture and climate that enables the effective services, staff retention, and high-quality service delivery? If helpful, you may give examples of your past practice or any frameworks you use (e.g., organizational social context or OSC, implementation science).
2. How would you ensure that your organization's leadership and Department leadership located on-site at the facility are working in a complementary and aligned manner? What do you envision would be some of the challenges to navigate relative to this?
3. Employment shall be offered to qualified HHRTF personnel, maintaining their current salary including similar or equivalent benefits. The minimum FTE/ staffing ratio limits as defined and listed in Appendix H – Staffing Requirements. If a position is not currently filled or if the selected Vendor proposed additional staff, it is the selected Vendor's responsibility to recruit and hire for the position. Please provide the following information:
  - **Recruitment:** Describe in detail your organization's proposed plan to recruit individuals as described in Appendix H – Staffing Requirement. Include your organization's experience fulfilling similar requirements to other customers, which may include government entities.
  - **Recruitment Process and Resources:** Describe the processes and resources (such as professional publications, recruiters, etc.) your organization intends to utilize for recruitment. Describe in detail your organization's process for researching and identifying qualified candidates for the staffing need.
  - **Compensation Package:** For newly hired employees, describe how your organization develops a competitive compensation package commensurate with the applicable position. Provide an overview of the employee benefits for new employees and similar or equivalent benefits, for current employees your organization typically affords to such individuals.
  - **Healthcare Experience:** In what specific healthcare settings, if any, has your organization had experience engaging in recruitment and development? In your experience, what makes hiring and managing in healthcare different than other industries? Provide details regarding how your organization completes a market analysis, please provide examples of prior market analysis completed by your organization and methodologies used.
  - **Retention:** Describe in detail your organization's experiences, methods, and resources to successfully retain staff. Include how your organization will retain staff to ensure appropriate staffing levels are maintained in a manner that ensures clients served experience consistent care.
  - **Retention Data:** Describe your organization's methods for assessing employment satisfaction, such as exit interviews, annual surveys, etc. and provide the two most recent survey year data findings.
  - **Employee Performance Monitoring:** Describe in detail the methods and resources your organization uses to monitor employee performance of staff similarly qualified to those identified in subsection 3.6., and how your organization proposes to monitor staff assigned to meeting contractual responsibilities specified in this RFP. Describe your organization's employee performance appraisal process, disciplinary process, and provide any applicable policies.

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- **Credential Compliance:** Describe the your organization’s process for verifying and monitoring the compliance of personnel with ongoing licensing, certification, and other continuing education qualifications, including attending educational seminars, becoming, and maintaining status as, a member in professional organizations, subscribing to and reading professional journals, and similar activities, as are necessary in order for personnel to remain current with the highest standards of practice for a practitioner within the specialty.
- **Leave Usage:** Describe how your organization will monitor appropriate leave usage and ensure leave does not negatively impact the fulfillment of contractual requirements. Provide a copy of your organization’s written leave policies.

**Family Engagement, Coordination, and Equity (100 points possible):**

1. How will you ensure family-driven care? Please provide examples of how a family will be engaged at every step of a patient’s involvement with HHRTF.
2. Regarding discharge planning, what are the approaches you will take to ensure coordinated transitions and warm handoffs with providers and organizations caring for the patient and family upon discharge from HHRTF? Please cite your experience and examples.
3. What is your organization’s experience actively working to help ensure equitable care, especially for families with geographic, linguistic, socioeconomic or other barriers? Please provide examples.

**System of Care Alignment and Community Connections (100 points possible):**

1. How would you contribute to the well-being of children as part of the State’s comprehensive System of Care and 10-Year Mental Health Plan?
2. Describe some of the key relationships you have with community programs and existing services in NH that will enable HHRTF to be part of a coordinated and collaborative system. What relationships will you aim to strengthen, and how?

**Education and Training (100 points possible):**

1. How will you help HHRTF to be part of the broader education and training system for professional caregivers, providing opportunities and building partnerships to help strengthen the behavioral health workforce statewide?

**Performance Monitoring and Quality Assurance (100 points possible):**

1. Describe your plan for management of quality improvement and assurance projects and include how this aligns with Appendix I – Performance Metrics.
2. How does your organization incorporate continuous quality improvement and performance measurement into the day-to-day work?
3. Provide two (2) examples when your agency made programmatic and/or organizational changes designed to improve results based on data or information collected (e.g., quantitative or qualitative). For each example, please describe: (a) how the problem was identified, (b) what steps your organization took to implement the improvement(s) and (c) the impact of these changes.
4. Provide proposed performance measures and evaluation for the following:
  - providing high quality and efficient services
  - timeliness and access to care,
  - family engagement or community/support network reunifications,

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- client evaluation/satisfaction work, and
- community partner coordination activities to support transition of care .

**Staffing Ratio (50 points possible):**

- Vendors may propose the FTE allocations for Staff Psychiatrists and Psychiatric Advanced Practice Registered Nurses in accordance with the staffing ratios described in Appendix H – Staffing Requirements. The ratio of patients to providers will be calculated by totaling the total Staff Psychiatrists and Psychiatric Advanced Practice Registered Nurses proposed. Vendors will be awarded points based on the proposed patient-to-provider ratio as follows:

Patient to Provider Ratio	Points
≤ 8 Patients to 1.0 Provider	50 Points
9 Patients to 1.0 Provider	40 Points
10 Patients to 1.0 Provider	30 Points
11 Patients to 1 Provider	20 Points
12 Patients to 1 Provider	10 Points
>12 Patients to 1 Provider	0 Points

- Patient-to-provider ratios will be automatically rounded up or down to the nearest whole number.
- For the purposes of this RFP, the Department will assume a daily patient volume of 75 patients to calculate this patient-to-provider ratio.

**IT Requirements (100 points possible):**

- Describe what technology you will utilize as part of providing services at HHRTF. Additionally, complete both tabs within the Appendix K – IT Requirements Workbook:
  - Technical Requirements
  - Deliverable Activity Milestone

**Readiness Review Phase (50 points possible):**

- Provide your proposed plan that demonstrates readiness to provide all services.

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**6. SOLICITATION RESPONSE EVALUATION**

6.1. The Department will evaluate responses from Vendors based upon the criteria and standards contained in this solicitation and by applying the points set forth below.

<b>TECHNICAL RESPONSE</b>	<b>POSSIBLE SCORE</b>
<b>1. Staffing and Recruitment</b>	200 Points
<b>2. Family Engagement, Coordination, and Equity</b>	100 Points
<b>3. System of Care Alignment and Community Connections</b>	100 Points
<b>4. Education and Training</b>	100 Points
<b>5. Performance Monitoring and Quality Assurance</b>	100 Points
<b>6. Staffing Ratio</b>	50 Points
<b>7. IT Requirements</b>	100 Points
<b>8. Readiness Review Period</b>	50 Points
<b>Technical Proposal – Total Available Points</b>	<b>800 Points</b>

<b>COST PROPOSAL</b>	<b>POSSIBLE SCORE</b>
<b>Budget Sheet (Appendix E)</b>	200 Points
<b>Program Staff List (Appendix F)</b>	100 Points
<b>Cost Proposal – Total Possible Score</b>	<b>300 Points</b>

<b>MAXIMUM POSSIBLE SCORE</b>	<b>1,000 Points</b>
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**6.2. Cost Proposal Evaluation Criteria**

6.2.1. This is not a low cost award.

6.2.2. The costs provided in Appendix E, Budget shall be proposed for State Fiscal Years 2025, 2026, 2027 and 2028 (July 1 – June 30) and shall not include research cost. Any personnel or other costs for research activities are not allowable.

6.2.3. The selected Vendor must provide a budget narrative for State Fiscal Years 2025, 2026, 2027 and 2028 (July 1 – June 30), which can be submitted as an attachment to Appendix E, Budget.

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6.2.4. The selected Vendor must provide the Department a detailed personnel listing for all staff in the Appendix F Program Staff list, performing services, including individuals who will provide oversight of the resulting contract on an annual basis for each State Fiscal Year, or more frequently as required by the Department, to ensure the accuracy of information contained therein and proper cost allocation.

6.2.5. The Budget Sheet (Attachment E) will be scored based on the following criteria:

<b>Budget Sheet</b>	
<b>Points</b>	<b>Criteria</b>
0-66	Costs are not allowable.
	Reader cannot understand the relationship of cost relative to the proposed services.
	Cost items do not directly align with objectives of the RFP.
	Costs are not reasonable.
	The costs do not represent significant value relative to anticipated outcomes.
67-133	Reader can generally understand the relationship of cost relative to the proposed services.
	Cost items are mostly aligned with the objectives of the RFP.
	Costs are predominantly reasonable.
	Costs relative to outcomes are adequate and meet the objectives of RFP.
134-200	Reader has a thorough understanding of the relationship of cost relative to the proposed services.
	Cost items directly align with objectives of the RFP.
	Costs are reasonable.
	The costs represent significant value relative to anticipated outcomes.

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

<b>Program Staff List</b>	
<b>Points</b>	<b>Criteria</b>
0-33	Staffing costs are not reasonable.
	Reader cannot understand the relationship of staffing costs relative to the proposed services.
	Staffing cost items do not directly align with objectives of the RFP.

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	The staffing costs do not represent significant value relative to anticipated outcomes.
34-67	Reader can generally understand the relationship of staffing costs relative to the proposed services.
	Staffing cost items are mostly aligned with the objectives of the RFP.
	Staffing costs are predominantly reasonable.
	Staffing costs relative to outcomes are adequate and meet the objectives of RFP.
68-100	Reader has a thorough understanding of the relationship of staffing costs relative to the proposed services.
	Staffing cost items directly align with objectives of the RFP.
	Staffing costs are reasonable.
	Staffing costs represent significant value relative to anticipated outcomes.

**7. SOLICITATION RESPONSE PROCESS**

**7.1. Letter of Intent**

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

**7.2. Vendors Conference**

- 7.2.1. A Vendors Conference will be held virtually on the date specified in Subsection 1.3, Procurement Timetable. The Vendors Conference will serve as an opportunity for Vendors to ask specific questions of State staff concerning the technical requirements of the Solicitation.



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- 7.2.2. Attendance at the Vendors Conference is not mandatory but is highly recommended. Good faith potential vendors and their representatives interested in attending the Vendors Conference must preregister at:

<https://nh-dhhs.zoom.us/meeting/register/tZwscOmgrDMuHdJKby9hQpsdid3KFUsYEa1>

**7.3. Tour of HHRTF**

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

**7.4. Questions and Answers**

**7.4.1. Vendors' Questions**

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

**7.4.2. Department Responses**

- 7.4.2.1. The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 1.3, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at

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(<https://www.dhhs.nh.gov/doing-business-dhhs/contracts-procurement-opportunities>). This date may be subject to change at the Department's discretion.

**7.4.3. Exceptions**

- 7.4.3.1. The Department will require the successful Vendor to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the Question Period in Subsection 1.3. Vendors may not request exceptions to the Scope of Services or any other sections of this Solicitation.
- 7.4.3.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion in its response to Vendor questions.
- 7.4.3.3. Any exceptions to the standard form contract and exhibits that are not raised by a Vendor during the Question Period may not be considered. In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this Solicitation.

**7.5. Solicitation Amendment**

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

**8. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS**

- 8.1. Responses to this Solicitation must be submitted electronically via email to **[rfx@dhhs.nh.gov](mailto:rfx@dhhs.nh.gov)** **AND** to the Contract Specialist at the email address specified in Subsection 1.2.
  - 8.1.1. The subject line must include the following information:  
RFP-2034-HH-01-BEHAV (email xx of xx).
- 8.2. The maximum size of file attachments per email is 10 MB. Submissions with file attachments exceeding 10 MB must be sent via multiple emails.
- 8.3. The Department must receive submissions by the time and date specified in the Procurement Timetable in Section 1.3 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 8.4. The Department will conduct an initial screening step to verify Vendor compliance with the requirements of this Solicitation. The Department may waive or offer a limited opportunity for a Vendor to cure immaterial deviations from the Solicitation requirements if it is deemed to be in the best interest of the Department.

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8.5. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of solicitation responses shall be at the Vendor's expense.

**9. SOLICITATION RESPONSE REQUIREMENTS**

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

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

**9.3. Technical Response Contents**

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

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

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

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

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

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

**9.4. Cost Proposal Contents**

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

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

**10. ADDITIONAL TERMS AND REQUIREMENTS**

**10.1. Non-Collusion**

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

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the Department from obtaining the best possible competitive solicitation response.

**10.2. Collaborative Solicitation Responses**

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

**10.3. Validity of Solicitation Responses**

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

**10.4. Debarment**

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

**10.5. Property of Department**

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

**10.6. Solicitation Response Withdrawal**

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

**10.7. Confidentiality**

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

**10.8. Public Disclosure**

10.8.1. The information submitted in response to this solicitation (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know laws, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this solicitation will be made

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accessible to the public online via the New Hampshire Secretary of State website (<https://sos.nh.gov/>).

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

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have not been specifically explained in the letter to the person identified as the point of contact for this solicitation;

10.8.6.2. The Department is not obligated to comply with a Vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and

10.8.6.3. The Department may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

**10.9. Electronic Posting of RFP Results and Resulting Contract**

10.9.1. At the time of receipt of responses, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this solicitation, the Department will post the name, rank or score of each responding Vendor. In the event that the resulting contract does not require Governor & Executive Council approval, the Agency will disclose the rank or score at least five (5) business days before final approval of the contract.

10.9.2. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this solicitation, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a response to this solicitation, vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this solicitation), any contract resulting from this solicitation that is submitted to G&C for approval will be made accessible to the public online.

**10.10. Non-Commitment**

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

**10.11. Liability**

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

**10.12. Request for Additional Information or Materials**

10.12.1. The Department may request any Vendor to provide additional information or materials needed to clarify information presented in the solicitation response. Such a request will be issued in writing and will not provide a Vendor with an

opportunity to change, extend, or otherwise amend its solicitation response in intent or substance.

**10.13. Oral Presentations and Discussions**

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

**10.14. Successful Vendor Notice and Contract Negotiations**

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

**10.15. Scope of Award and Contract Award Notice**

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

10.15.2. If a contract is awarded, the selected Vendor(s) must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award.

**10.16. Site Visits**

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

**10.17. Protest of Intended Award**

10.17.1. Any challenge of an award made or otherwise related to this solicitation shall be governed by RSA 21-G:37, and the procedures and terms of this solicitation. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this solicitation. In the event that any legal action is brought challenging this solicitation and selection process,

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outside of the review process identified in RSA 21-G:37,IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

**10.18. Contingency**

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

**10.19. Ethical Requirements**

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

**10.20. Liquidated Damages**

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

**11. COMPLIANCE**

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

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

11.2.1. Site visits.

11.2.2. File reviews.

11.2.3. Staff training.



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**11.3. Records**

- 11.3.1. The selected Vendor(s) must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
  - 11.3.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the selected Vendor(s) in the performance of the resulting contract(s), and all income received or collected by the selected Vendor(s).
  - 11.3.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 11.3.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 11.3.1.4. Medical records on each patient/recipient of services.
  - 11.3.1.5. During the term of the resulting contract(s) and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting contract(s) for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Vendor(s) as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor(s).

**11.4. Credits and Copyright Ownership**

- 11.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the resulting Contract(s) must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding

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sources as were available or required, e.g., the United States Department of Health and Human Services.”

- 11.4.2. All written, video and audio materials produced or purchased under the contract must have prior approval from the Department before printing, production, distribution or use.
- 11.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
  - 11.4.3.1. Brochures.
  - 11.4.3.2. Resource directories.
  - 11.4.3.3. Protocols.
  - 11.4.3.4. Guidelines.
  - 11.4.3.5. Posters.
  - 11.4.3.6. Reports.
- 11.4.4. The selected Vendor(s) must not reproduce any materials produced under the contract without prior written approval from the Department.

### **11.5. Culturally and Linguistically Appropriate Services**

- 11.5.1. Vendors are required to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 11.5.2. Vendors are required to complete Appendix B, Culturally and Linguistically Appropriate Services (CLAS) Requirements as part of their solicitation response. This is in accordance with Federal civil rights laws and intended to help inform Vendors’ program design, which in turn, will allow Vendors to put forth the best possible solicitation response.
- 11.5.3. If awarded a contract, the selected Vendor(s) will be:
  - 11.5.3.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and
  - 11.5.3.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, as made available by the Department.

### **11.6. Eligibility Determinations**

- 11.6.1. The selected Vendor(s) must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

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- 11.6.2. The selected Vendor(s) must notify any individual who has been found ineligible for services of their right to appeal the adverse decision by requesting a fair hearing in accordance with New Hampshire RSA 126-A:5.

**11.7. Confidential Data**

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

**11.8. Department Owned Devices, Systems and Network Usage**

- 11.8.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, the selected Vendor must:
  - 11.8.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

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- 11.8.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
- 11.8.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
- 11.8.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
- 11.8.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
- 11.8.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;
- 11.8.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 11.8.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 11.8.1.9. Agree when utilizing the Department's email system:
  - 11.8.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
  - 11.8.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
  - 11.8.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

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

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message and any attachments from your system. Thank you for your cooperation.”

- 11.8.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
- 11.8.1.11. Complete the Department’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
- 11.8.1.12. Sign the Department’s Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.
- 11.8.1.13. Agree End User’s will only access the Department’ intranet to view the Department’s Policies and Procedures and Information Security webpages.
- 11.8.1.14. Agree, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 11.8.1.15. Agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the selected Vendor agrees to notify the Department’s Information Security Office or designee immediately.

11.8.2. Workspace Requirement

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

**11.9. Contract End-of-Life Transition Services**

11.9.1. General Requirements

- 11.9.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the selected Vendor to the Department and, if applicable, the selected Vendor engaged by the Department to assume the Services previously performed by the selected Vendor for this section the new selected Vendor shall be known as “Recipient”). Ninety (90) days prior to the end-of the

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contract or unless otherwise specified by the Department, the selected Vendor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

- 11.9.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure (“Internal IT Systems”) of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 11.9.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
- 11.9.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 11.9.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department’s Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 11.9.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit K: *DHHS Information Security Requirements*.

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11.9.2. Completion of Transition Services

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

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

11.9.3. Disagreement over Transition Services Results

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

11.10. **Website and Social Media**

11.10.1. The selected Vendor(s) must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

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

11.10.3. State of New Hampshire's Website Copyright

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

**11.11. Audit Requirements**

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

**12. APPENDICES TO THIS SOLICITATION**

- 12.1. **Appendix A – Form P-37 General Provisions and Standard Exhibits**



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- 12.2. **Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 12.3. **Appendix C – Transmittal Letter and Vendor Information**
- 12.4. **Appendix D – Technical Response to Questions**
- 12.5. **Appendix E – Budget Sheet**
- 12.6. **Appendix F – Program Staff List**
- 12.7. **Appendix G – Scope of Services**
- 12.8. **Appendix H – Staffing Requirements**
- 12.9. **Appendix I – Performance Metrics and Reporting Requirements**
- 12.10. **Appendix J – Organizational Chart**
- 12.11. **Appendix K – IT Requirements Workbook**
- 12.12. **Appendix L – Equipment Asset List**
- 12.13. **Appendix M - HHRTF Floor Plans**
- 12.14. **Appendix N - Confidentiality Statement**