



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

**REQUEST FOR APPLICATION
RFA-2023-BMHS-02-RECOV**

FOR

Recovery Oriented Step-Up Step-Down Programs

March 25, 2022



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REQUEST FOR APPLICATIONS

1. Request for Services

1.1. Purpose and Overview

1.1.1. Purpose

This Request for Applications (RFA) is published to solicit applications for the provision of Recovery Oriented Step-Up Step-Down programs for individuals 18 years of age or older, with long term and/or severe mental illness, as defined in RSA 135-C:2 X.

Applicants must have the ability to operate a three (3) bed Recovery Oriented Step-Up Step-Down program that offers short-term recovery-based transition services, and is in compliance with local health, building and fire safety codes, in one (1) of the following NH Mental Health Regions:

- Region 5
- Region 6
- Region 7
- Region 8

Additionally, the Department may award up to one (1) additional contract in NH Mental Health Regions 1, 2, 3, 4, 9, or 10 described in Appendix D.

The Department of Health and Human Services (Department) anticipates awarding up to five (5) contracts.

1.1.2. Overview

The Bureau of Mental Health Services (BMHS) is New Hampshire's single state mental health authority. The BMHS seeks to promote full community inclusion for individuals 18 years or older having severe mental illness (SMI) or severe and persistent mental illness (SPMI) or at risk of experiencing a mental health and/or co-occurring mental health and substance use disorder. The Department 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.

Expanding the availability of Recovery Oriented Step-Up Step-Down options statewide is a core recommendation (#6) of NH's current 10-Year Mental Health Plan. The recommendation calls for new and/or expanded programs for individuals leaving inpatient facilities and individuals at risk of admissions to fill the current system's gap in the continuum of care as adults transition to and from higher levels of care. This RFA seeks to fulfill the aforementioned recommendation by expanding Recovery Oriented Step-Up Step-Down programs.

1.2. Scope of Services



- 1.2.1. For the purposes of this RFA, any reference to days will mean consecutive calendar days, unless otherwise denoted as business days.
- 1.2.2. The selected Applicants must agree that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider, the information or records will be subject to all safeguards of 42 CFR Part 2.
- 1.2.3. The selected Applicants must operate a three (3) bed Recovery Oriented Step-Up Step-Down program that provides short-term recovery-based transition and mental health peer support services to individuals who are 18 years of age or older who:
 - 1.2.3.1. Self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services; and
 - 1.2.3.2. Require additional support to transition from a psychiatric inpatient or institutional settings into the community; or
 - 1.2.3.3. Require more intensive supports to prevent admission to an inpatient psychiatric setting.
- 1.2.4. The selected Applicants must ensure all services are available to individuals, statewide, regardless of insurance coverage or place of employment.
- 1.2.5. The selected Applicants must ensure Recovery Oriented Step-Up Step-Down programs are:
 - 1.2.5.1. Separate from the confines of a local community mental health center, unless otherwise pre-approved by the Department; and
 - 1.2.5.2. At a physical location and/or building that is in compliance with local health, building and fire safety codes, and provide a certificate of occupancy to the Department immediately upon contract approval.
- 1.2.6. The selected Applicants must ensure each Recovery Oriented Step-Up Step-Down program maintains:
 - 1.2.6.1. A specific sleeping area designated for each individual, ensuring common areas are not used as bedrooms.
 - 1.2.6.2. A minimum of one (1) bathroom with a sink, toilet, and shower.
 - 1.2.6.3. Storage space for each individual's clothing and personal possessions.



- 1.2.6.4. A kitchen area for the individual(s) to store and prepare meals.
- 1.2.6.5. A minimum of one (1) telephone for incoming and outgoing calls.
- 1.2.7. The selected Applicants must ensure Recovery Oriented Step-Up Step-Down programs include, but are not limited to:
 - 1.2.7.1. Program(s) that are voluntary admission, short term, with overnight peer support services.
 - 1.2.7.2. Non-clinical peer supports, which includes access to a 24 hour staff.
 - 1.2.7.3. Policies that establish a 90 day maximum stay limit per individual, per episode.
 - 1.2.7.4. Programs staffed by peer support specialists as defined in NH Administrative Rule He-M 400, Community Mental Health, Part 426, Community Mental Health Services, Section 13(d)(4), who have successfully passed the State Peer Support Specialist certification exam within 12 months of employment.
 - 1.2.7.5. Coordination with outpatient community-based clinical treatment providers.
- 1.2.8. The selected Applicants must utilize the Intentional Peer Support (IPS) or another Substance Abuse and Mental Health Services Administration (SAMHSA) recognized mental health peer support model to facilitate recovery and wellness with individuals in the Recovery Oriented Step-Up Step-Down program. The selected Applicants must ensure:
 - 1.2.8.1. Programs operate in accordance with SAMHSA Core Competencies for Peer Support Workers in a behavioral health system;
 - 1.2.8.2. Individuals are referred to other community-based service providers, as appropriate, to ensure:
 - 1.2.8.2.1. Individuals are connected to community providers, programs, and applicable services; and
 - 1.2.8.2.2. Whole-health needs of each individual are met.
 - 1.2.8.3. Programs utilize a statewide referral form approved by the Department;
 - 1.2.8.4. Programs adhere to a standardized Department-approved admission criteria that includes, but is not limited to, serving individuals who:



- 1.2.8.4.1. Are at least 18 years of age.
- 1.2.8.4.2. Are residents of the State of New Hampshire.
- 1.2.8.4.3. Self-identify as being in psychiatric distress.
- 1.2.8.4.4. Express a willingness to engage in daily services and wellness activities.
- 1.2.8.4.5. Self-administer medication, if applicable, or receive medication from a community provider or clinician off-site.
- 1.2.8.5. Referrals for individuals utilizing the program as a Step-Up are accepted if submitted through:
 - 1.2.8.5.1. Community mental health centers or providers;
 - 1.2.8.5.2. Mobile Crisis/ Rapid Response Teams;
 - 1.2.8.5.3. NH Rapid Response Access Point;
 - 1.2.8.5.4. Peer Support Agencies; or
 - 1.2.8.5.5. Other entities, as approved by the Department.
- 1.2.8.6. Referrals for individuals utilizing the program as a Step-Down are accepted if submitted through:
 - 1.2.8.6.1. New Hampshire Hospital;
 - 1.2.8.6.2. Designated Receiving Facilities;
 - 1.2.8.6.3. Mobile Crisis/ Rapid Response Teams;
 - 1.2.8.6.4. Community mental health centers or providers;
 - 1.2.8.6.5. Hospitals; or
 - 1.2.8.6.6. Other entities, as approved by the Department.
- 1.2.8.7. Programs are staffed and operated by a minimum of one (1) Certified Peer Support Specialist with lived experience with mental illness, 24 hours per day when participants are in the program.
- 1.2.8.8. Programs support recovery and resiliency through interventions and services, or connections to services, which include, but are not limited to:
 - 1.2.8.8.1. Facilitating connections to natural supports, defined as relationships that occur in everyday life, which may include, but are not limited to:
 - 1.2.8.8.1.1. Family.
 - 1.2.8.8.1.2. Friends.
 - 1.2.8.8.1.3. Neighbors.



- 1.2.8.8.1.4. Coworkers.
 - 1.2.8.8.1.5. Peer support networks when transitioning back to their communities.
 - 1.2.8.8.2. Developing and supporting individual discharge plans.
 - 1.2.8.8.3. Providing access to a minimum of one (1) SAMHSA-recognized peer support model that emphasizes physical, psychological, and emotional safety and focuses on individual strengths as a method to rebuild a sense of control and empowerment.
 - 1.2.8.8.4. Providing opportunities for engagement in structured daily activities while participating in the program.
 - 1.2.8.8.5. Developing individualized safety and wellness plans that support person-centered recovery goals, which may include Wellness Recovery Action Plans (WRAP).
 - 1.2.8.9. Programs support connections to current clinical treatment teams by allowing visits and meetings with individuals at the program site and collaborate with current service providers by establishing memoranda of understanding, communication protocols and sharing of care plans with written consent where appropriate.
 - 1.2.8.10. Programs support individuals with maintaining participation in academic coursework and/or employment.
- 1.2.9. The selected Applicants must assist individuals without established service providers to obtain a variety of supports that include, but are not limited to:
 - 1.2.9.1. Referring individuals to Department supports for benefits that may include, but are not limited to:
 - 1.2.9.1.1. Social Security.
 - 1.2.9.1.2. Food Stamps.
 - 1.2.9.1.3. Utility assistance.
 - 1.2.9.2. Assisting individuals with obtaining, completing, and submitting housing applications.
 - 1.2.9.3. Identifying and connecting participants to resources within the community which may include, but are not limited to:
 - 1.2.9.3.1. Peer support agencies.



- 1.2.9.3.2. Community mental health centers.
- 1.2.9.3.3. Faith-based groups.
- 1.2.9.3.4. Transportation services.
- 1.2.9.3.5. Primary care services.
- 1.2.9.3.6. Homemaker and personal care services.
- 1.2.10. The selected Applicants must administer a functional assessment of each individual at intake and discharge from the program, as approved by the Department to include, but not be limited to, data identified in Subparagraph 1.2.46.1.
- 1.2.11. The selected Applicants must develop a referral process with the local community mental health center for individuals who, while in the program, experience a rise in acuity level and require:
 - 1.2.11.1. A higher level of care; or
 - 1.2.11.2. An evaluation for hospitalization.
- 1.2.12. The selected Applicants must ensure individual health needs are addressed during the course of their stay.
- 1.2.13. The selected Applicants must maintain a smoke-free environment and provide tobacco intervention services to individuals who are former or current smokers. The selected Applicants must ensure:
 - 1.2.13.1. Former smokers receive appropriate supports that assist with maintaining a non-smoking status; and
 - 1.2.13.2. Current smokers are offered support with smoking cessation.
- 1.2.14. The selected Applicants must ensure the discharge process includes, but is not limited to:
 - 1.2.14.1. Conducting discharge planning meetings that actively include individuals receiving services.
 - 1.2.14.2. Ensuring the first discharge meeting occurs no later than 30 days from the date of the individual's admission.
 - 1.2.14.3. Ensuring discharge meetings include, but are not limited to, input from:
 - 1.2.14.3.1. Community mental health centers.
 - 1.2.14.3.2. Primary care services.
 - 1.2.14.3.3. Other providers.
 - 1.2.14.3.4. Natural supports.
 - 1.2.14.4. Ensuring discharge plans are wellness and recovery oriented and include, but are not limited to, individualized:



- 1.2.14.4.1. Emergency contacts.
- 1.2.14.4.2. Community support contacts.
- 1.2.14.4.3. Updates on presenting problem.
- 1.2.14.4.4. Disposition.
- 1.2.14.4.5. Recovery goals.
- 1.2.14.4.6. Action steps to transition back into the community.
- 1.2.15. The selected Applicants may choose to become an enrolled Medicaid provider through the Department's Medicaid program.
- 1.2.16. The selected Applicants must enroll individuals in the Recovery Orientated Step-Up Step-Down Program who meet the specifications described in Subparagraphs 1.2.8.4. through 1.2.8.6., and:
 - 1.2.16.1. Who have a desire to work on wellness issues; and
 - 1.2.16.2. Who have a desire to participate in peer support services.
- 1.2.17. The selected Applicants must ensure the guest application includes, but is not limited to:
 - 1.2.17.1. The minimum engagement policy.
 - 1.2.17.2. Suspension of services policy.
 - 1.2.17.3. Step-Up Step-Down program rules.
 - 1.2.17.4. Attestation that the individual supports the mission of the Peer Support Agency (PSA).
 - 1.2.17.5. A maximum 90 day length of stay agreement.
- 1.2.18. The selected Applicants must notify any person 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 Administrative Rule He-C 200.
 - 1.2.18.1. In any such fair hearing proceeding, the selected Applicants and the person found ineligible will be the parties. The Department reserves the right to file a motion to intervene.
- 1.2.19. The selected Applicants must ensure the Executive Director, or designee, attends the Department's monthly Peer Support Directors meeting for the purpose exchanging information as well as supporting and strengthening the statewide Peer Support system.
- 1.2.20. The selected Applicants must meet, at a minimum of two (2) times per year, with other regional community support organizations that serve the same populations, which may include, but are not limited to:
 - 1.2.20.1. Mental health centers.



- 1.2.20.2. Area homeless shelters.
- 1.2.20.3. Community action programs.
- 1.2.20.4. Housing agencies.
- 1.2.21. The selected Applicants must submit documentation to the Department that demonstrates attendance at the meetings specified in Sections 1.2.19. through 1.2.20.
- 1.2.22. The selected Applicants must submit a grievance and appeals process to the Department for approval. The selected Applicants must ensure the grievance and appeals process includes, but is not limited to:
 - 1.2.22.1. How to receive complaints orally, or in writing, ensuring information collected includes, but is not limited to:
 - 1.2.22.1.1. Individual's name.
 - 1.2.22.1.2. Date of written grievance.
 - 1.2.22.1.3. Nature and subject of the grievance.
 - 1.2.22.1.4. A method to submit an anonymous grievance.
 - 1.2.22.2. A policy relative to assisting individuals with the grievance and appeal process including, but not limited to, how to file a grievance.
 - 1.2.22.3. A method to track grievances.
 - 1.2.22.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.
 - 1.2.22.5. An immediate review of the grievance and investigation by the Applicant's director or his or her designee.
 - 1.2.22.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
 - 1.2.22.7. An appeal process for members or participants to appeal any written decision rendered by the Board of Directors.
- 1.2.23. The selected Applicants must ensure the Board of Directors issues a written decision to the member or participant filing a grievance upon completing an investigation and within 20 business days setting forth the disposition of the grievance.
- 1.2.24. The selected Applicants must submit a copy of the written decision in of the grievance to the Department within one (1) day from the written decision.
- 1.2.25. The selected Applicants must participate in quality assurance program reviews and site visits on a schedule provided by the Department. The selected Applicants must agree:



- 1.2.25.1. All contract deliverables, programs, and activities are subject to review; and
- 1.2.25.2. Any review may result in a report and potential corrective action plan, notwithstanding paragraphs 8 and 9 of the General Provisions (Form P-37) of the contract.
- 1.2.26. The selected Applicants must participate in quality assurance reviews as follows:
 - 1.2.26.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in 2 CFR part 200 subpart F.
 - 1.2.26.2. Ensure the Department is provided with access that shall include, but is not limited to:
 - 1.2.26.2.1. Data.
 - 1.2.26.2.2. Financial records.
 - 1.2.26.2.3. Scheduled access to Contractor work sites, locations, and work spaces and associated facilities.
 - 1.2.26.2.4. Unannounced access to Contractor work sites, locations, and work spaces and associated facilities.
 - 1.2.26.2.5. Scheduled phone access to Contractor principals and staff.
- 1.2.27. The selected Applicants must perform monitoring and comprehensive quality and assurance activities including, but not limited to:
 - 1.2.27.1. Participating in bi-annual quality improvement review.
 - 1.2.27.2. Participating in ongoing monitoring and reporting based on the bi-annual quality assurance review and corrective action plan submitted in conjunction with the Department and Applicant.
 - 1.2.27.3. Conducting member satisfaction surveys provided by and as instructed by the Department.
 - 1.2.27.4. Reviewing personnel files for completeness.
 - 1.2.27.5. Reviewing the grievance process.
- 1.2.28. The selected Applicants must provide a corrective action plan to the Department within 30 days of notification of noncompliance with contract activities, notwithstanding paragraphs 8 and 9 of the General Provisions (Form P-37) of the contract.
- 1.2.29. The selected Applicants must provide all requested audits to the Department no later than November 1 of each State Fiscal Year.



- 1.2.30. The selected Applicants must maintain staffing as specified in the Scope of Services.
- 1.2.31. The selected Applicants must screen each staff member for tuberculosis prior to employment.
- 1.2.32. The selected Applicants must not add, delete, defund, or transfer staff positions among programs without prior written permission from the Department.
- 1.2.33. The selected Applicants must develop a Staffing Contingency Plan for Department approval no later than 30 days from the contract effective date, which includes but is not limited to:
 - 1.2.33.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
 - 1.2.33.2. The description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
 - 1.2.33.3. The description of time frames necessary for obtaining staff replacements.
 - 1.2.33.4. An explanation of the Applicant's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
- 1.2.34. The selected Applicants must submit an emergency staffing plan within 30 days of the contract effective date that includes, but is not limited to:
 - 1.2.34.1. Inclement weather notifications for programming and transportation services.
 - 1.2.34.2. Emergency evacuation plans for the Agency.
- 1.2.35. Prior to making an offer of employment or for volunteer work, the selected Applicants must, after obtaining signed and notarized authorization from the individual for whom information is being sought:
 - 1.2.35.1. Obtain and verify at least two (2) references for the individual;
 - 1.2.35.2. Submit the individual's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 161-F:49;
 - 1.2.35.3. Complete a criminal records check to ensure that the individual has no history of:
 - 1.2.35.3.1. Felony conviction; or
 - 1.2.35.3.2. Any misdemeanor conviction involving:



- 1.2.35.3.2.1. Physical or sexual assault;
- 1.2.35.3.2.2. Violence;
- 1.2.35.3.2.3. Exploitation;
- 1.2.35.3.2.4. Child pornography;
- 1.2.35.3.2.5. Threatening or reckless conduct;
- 1.2.35.3.2.6. Theft;
- 1.2.35.3.2.7. Driving under the influence of drugs or alcohol; or
- 1.2.35.3.2.8. Any other conduct that represents evidence of behavior that could endanger the well-being of a consumer; and
- 1.2.35.4. Complete a motor vehicles record check to ensure that the person has a valid driver's license if the person will be transporting consumers.
- 1.2.36. Unless the selected Applicants request and obtain a waiver from the Department, they must not hire any individual or approve any individual to act as a volunteer if:
 - 1.2.36.1. The individual's name is on the BEAS state registry;
 - 1.2.36.2. The individual has a record of a felony conviction; or
 - 1.2.36.3. The individual has a record of any misdemeanor conviction as referenced above.
- 1.2.37. The selected Applicants must verify and document all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. The Applicant must ensure:
 - 1.2.37.1. All staff and volunteers receive training, as approved by the Department, including on the SAMHSA Core Competencies for Peer Support Workers in a behavioral health system.
 - 1.2.37.2. All staff training shall be in accordance with New Hampshire Administrative Rule He-M 400, Community Mental Health, Part 402, Peer Support, Section 402.05, Staff Training, Staff Development and Orientation.
 - 1.2.37.3. All staff training shall be in accordance with NH Administrative Rule He-M 400, Community Mental Health, Part 426, Community Mental Health Services, Section 13(d)(4), who have successfully passed the state peer



support specialist certification exam within 12 months of employment.

- 1.2.37.4. All personnel and training records are current and available to the Department, as requested.
- 1.2.38. The selected Applicants must maintain documentation of completed trainings and certifications in staff files.
- 1.2.39. The selected Applicants must ensure suicide prevention training, as approved by the Department, is provided annually to all staff.
- 1.2.40. The selected Applicants must ensure that annual Wellness Training is available to staff.
- 1.2.41. The selected Applicants must provide Intentional Peer Support (IPS) training or another SAMHSA recognized mental health peer support model and its required consultations to meet State Peer Specialist certification.
- 1.2.42. The selected Applicants must ensure all staff, as applicable to their job description, including the Executive Director, participate in trainings, that include, but are not limited to:
 - 1.2.42.1. Staff Development.
 - 1.2.42.2. Supervision.
 - 1.2.42.3. Performance Appraisals.
 - 1.2.42.4. Employment Practices.
 - 1.2.42.5. Sexual Harassment.
 - 1.2.42.6. Member Rights.
 - 1.2.42.7. Program Development.
 - 1.2.42.8. Grievance and the grievance procedure process.
 - 1.2.42.9. Financial Management.
 - 1.2.42.10. Incident reporting process.
- 1.2.43. The selected Applicants must obtain prior approval by the Department no later than 30 days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Applicant.
- 1.2.44. The selected Applicants must ensure comprehensive administrative support for all services provided in the resulting contract.
- 1.2.45. **Performance Measures**
 - 1.2.45.1. The selected Applicants must perform, or cooperate with the performance of, quality improvement or utilization review activities as are determined necessary and appropriate by the Department within timeframes reasonably specified by the Department including, but not limited to:



- 1.2.45.1.1. Meeting 80% minimum occupancy standards annually.
- 1.2.45.1.2. Diverting 80% of Step-Up admissions from resulting in an inpatient stay.
- 1.2.45.1.3. Facilitating Step-Down transitions with no more than 5% of individuals being readmitted to hospital level care within the 90 day period.
- 1.2.45.2. The Department will monitor performance of the selected Vendor(s) by reviewing monthly, quarterly, and annual reports provided by the selected Vendor(s).
- 1.2.45.3. The selected Vendor(s) shall actively and regularly collaborate with the Department to enhance contract management and improve results.
- 1.2.45.4. The Department may identify expectations for active and regular collaboration, including key performance objectives, in the resulting contract.
- 1.2.46. **Reporting Requirements**
 - 1.2.46.1. The selected Applicants must collect and submit, to the Department, individual data in the format, content, frequency and method, as approved by the Department, that includes, but is not be limited to:
 - 1.2.46.1.1. Region of origin upon admission.
 - 1.2.46.1.2. Referral source.
 - 1.2.46.1.3. Discharge region.
 - 1.2.46.1.4. Presenting problem upon admission.
 - 1.2.46.1.5. If admission was diversion from inpatient care (step-up).
 - 1.2.46.1.6. If admission facilitated a supported transition out of inpatient care (step-down).
 - 1.2.46.1.7. Age.
 - 1.2.46.1.8. Gender.
 - 1.2.46.1.9. Sexual orientation.
 - 1.2.46.1.10. Race and ethnicity.
 - 1.2.46.1.11. Legal status.
 - 1.2.46.1.12. Employment status.
 - 1.2.46.1.13. Individual's housing status upon admission and discharge.



- 1.2.46.1.14. Discharge reason.
- 1.2.46.1.15. Length of stay.
- 1.2.46.1.16. Resource referrals.
- 1.2.46.1.17. Entry and exit client status indicators that include, but not be limited to, whether the individual:
 - 1.2.46.1.17.1. Was a Step-Up or Step-Down referral;
 - 1.2.46.1.17.2. Exited to a higher level of care; or
 - 1.2.46.1.17.3. Was referred from a higher level of care.
- 1.2.46.1.18. 90-day follow-up status post program discharge that includes the number of hospital admissions categorized by physical and psychiatric.
- 1.2.46.2. The selected Applicants must provide the prior month's interim Balance Sheet, and Profit and Loss Statements to the Department no later than the 30th of the month, ensuring the report includes, but is not limited to:
 - 1.2.46.2.1. Accounts Payable that measure the Applicant's timeliness in paying invoices, ensuring no outstanding invoices greater than 60 days.
 - 1.2.46.2.2. Budget Management that compares budgets to actual revenues and expenses to determine the percentage of the Applicant's budget executed year-to-date.
 - 1.2.46.2.3. Revenues equal to or greater than the year-to-date calculation while ensuring expenses are equal to or less than the year-to-date calculation.
 - 1.2.46.2.4. The Profit and Loss Statements include a budget column allowing for budget-to-actual analysis.
 - 1.2.46.2.5. Statements are based on the accrual method of accounting and include the Applicant's total revenues and expenditures, whether or not generated by, or resulting from, funds provided pursuant to this contract.



- 1.2.46.3. The selected Applicants must submit to the Department, on forms supplied by the Department, quarterly revenue and expenses by cost and/or program category and locations by the 30th of the month following the quarter.
- 1.2.46.4. The selected Applicants must prepare an Annual Report that:
 - 1.2.46.4.1. Includes, but is not limited to qualitative and quantitative data; and
 - 1.2.46.4.2. Is presented annually to the Mental Health Block Grant Planning and Advisory Council.
- 1.2.46.5. The selected Applicants must submit a quarterly report to the Department, on forms supplied by the Department, no later than the 15th day of the month following the end of each quarter that includes, but is not limited to:
 - 1.2.46.5.1. Step-Up Step-Down deliverables as identified in the Scope of Services, and on templates provided by the Department;
 - 1.2.46.5.2. Number of bed days;
 - 1.2.46.5.3. Staffing levels; and
 - 1.2.46.5.4. Daily provided programming.
- 1.2.46.6. The selected Applicants must submit to the Department a compilation of program evaluation and surveys submitted in the past quarter, no later than the 15th day of the month following the end of each quarter.
- 1.2.46.7. The Department may collect other key data and metrics from selected Vendor(s), including service user-level demographic, performance, and service data.
- 1.2.46.8. Applicants must demonstrate the capacity and performance experience to meet the Scope of Services outlined in this RFA.

1.3. Compensation & Contract Value

- 1.3.1. The Department anticipates using General funds for the resulting contract(s). The Department may choose to modify the source of funding contingent upon the availability of funds at the time of award. Any selected vendor will be subject to the funding requirements.
- 1.3.2. Funding is anticipated to be available for the resulting contracts as follows:

REGION	Step-Up/Step-Down Funding Amount SFY2023	Step-Up/Step-Down Funding Amount SFY2024	Total Amount Per Region



Region 5	\$400,000	\$400,000	\$800,000
Region 6	\$400,000	\$400,000	\$800,000
Region 7	\$400,000	\$400,000	\$800,000
Region 8	\$400,000	\$400,000	\$800,000
Additional Region	\$400,000	\$400,000	\$800,000
Total	\$2,000,000	\$2,000,000	\$4,000,000

The selected Applicants must provide one budget for each state fiscal year for Department approval, prior to contract execution. Payment for services will be on a monthly, cost reimbursement basis based on approved budgets that will be included in the resulting contract.

1.4. Contract Period

- 1.4.1. The Contracts resulting from this RFA are anticipated to be effective July 1, 2022, or upon Governor and Executive Council approval, whichever is later, through June 30, 2024.
- 1.4.2. The Department may extend contracted services for up to four (4) additional years, contingent upon satisfactory Contractor performance, continued funding, agreement of the parties, and Governor and Executive Council approval.

1.5. Mandatory Responses to RFA Questions

Applicants must identify the Region for which they are applying. If applying for more than one (1) Region, a separate application must be submitted for each Region.

Question 1 – Describe, in narrative form, your ability to provide the entire Scope of Services in this RFA.

Question 2 – Describe, in narrative form, your experience operating a Step-Up Step-Down program. Include your experience providing peer support services.

Question 3 – Describe, in narrative form, your ability meeting the requirements for staffing; staff training and development; and administration necessary for the services described in the Scope of Services in this RFA.

Question 4 – Describe, in narrative form, your experience collaborating with community providers serving the same population described in the Scope of Services in this RFA.

1.6. Application Evaluation

- 1.6.1. Applicants may apply for more than one (1) Region. Applicants applying for more than one (1) Region must submit an application for each Region for which they are applying.
- 1.6.2. Applicants identifying as a PSA, must provide documentation that the PSA functions in accordance with New Hampshire Administrative Rule



He-M 400, Community Mental Health, Part 402, Peer Support, Section 402.03, Composition and Responsibilities of a PSA.

- 1.6.3. The Department will use a scoring scale of 120 points for each Region. The Department will select an Applicant based upon the criteria and standards contained in this RFA and applying the points set forth below:

- 1.6.3.1. Ability Q1 – 40 Points
- 1.6.3.2. Experience Q2 – 25 Points
- 1.6.3.3. Staffing Q3 – 30 Points
- 1.6.3.4. Collaboration Q4 – 25 Points

Total Possible Points – 120 Points

- 1.6.4. Each set of responses to questions in Subsection 1.5, above, will result in a stand-alone score. Each question will be scored based on the following scoring matrix:

Q1	Q2	Q3	Q4	Criteria
0-12	0-7	0-9	0-7	Does not demonstrate what is asked in related question; lacks detail in description; information provided does not pertain to the question asked.
13-26	8-16	10-19	8-16	Somewhat demonstrates what is asked in related question; contains minimal details in description; information provided somewhat pertains to the question asked.
27-40	17-25	20-30	17-25	Demonstrates what is asked in related question; sufficient details are provided; information provided clearly pertains to the question asked.

- 1.6.5. A team of qualified individuals will review applications and assign scores based on the applicable criteria. Scores will be ranked highest to lowest for each region. The Department will make an award to the highest scoring Vendor in a region.

2. Notices

2.1. Exceptions



- 2.1.1. The Department will require the successful Applicant to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that an Applicant believes that exceptions to Appendix A will be necessary for the Applicant to enter into an Agreement, the Applicant must note those issues during the RFA Question Period in Section 3. Applicants may not request exceptions to the Scope of Services or any other sections of this RFA.
- 2.1.2. 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.
- 2.1.3. Any exceptions to the standard form contract and exhibits that are not raised by an Applicant during the RFA Question Period may not be considered. In no event is an Applicant to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this solicitation.

2.2. RFA Amendment

The Department reserves the right to amend this RFA, as it deems appropriate, prior to the Application submission deadline on its own initiative or in response to issues raised through Applicant questions. In the event of an amendment to the RFA, the Department, at its sole discretion, may extend the Application submission deadline. The amended language will be posted on the Department's website.

2.3. Application Submission

- 2.3.1. Applications must be submitted electronically to contracts@dhhs.nh.gov and the Contract Specialist at the email address specified in Subsection 6.1.
 - 2.3.1.1. The subject line must include the following information: **RFA-2023-BMHS-02-RECOV** (email xx of xx).
 - 2.3.1.2. The maximum size of file attachments per email is 10 MB. Applications with file attachments exceeding 10 MB must be submitted via multiple emails.

2.4. Contract Monitoring Provisions

- 2.4.1. All Applicants must complete Appendix B, Contract Monitoring Provisions.
- 2.4.2. The Department will use Applicant responses to conduct a risk assessment to determine if enhanced contract monitoring is necessary if the Applicant is awarded a contract. The risk assessment will not be used to disqualify or score Applications.

2.5. Compliance

- 2.5.1. Applicants 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.



- 2.5.2. The selected Contractor must meet all information security and privacy requirements as set by the Department.
- 2.5.3. The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
 - 2.5.3.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 2.5.3.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 2.5.3.3. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
- 2.5.4. **Credits and Copyright Ownership**
 - 2.5.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, *"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.”

2.5.4.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use. The Department 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. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

2.5.5. Culturally and Linguistically Appropriate Services

2.5.5.1. The New Hampshire Department of Health and Human Services is committed to reducing health disparities in New Hampshire and recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, the Department is strongly committed to providing culturally and linguistically competent programs and services for its clients, and as a means of ensuring access to quality care for all. As part of that commitment, the Department continuously strives to improve existing programs and services, and to bring them in line with current best practices.

2.5.5.2. The Department requires all contractors and sub-recipients to provide culturally and linguistically appropriate programs and services in compliance with all applicable federal civil rights laws, which may include: Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and the Rehabilitation Act of 1973. Collectively, these laws prohibit discrimination on the grounds of race, color, national origin, disability, age, sex, and religion.

2.5.5.3. There are numerous resources available to help recipients increase their ability to meet the needs of culturally, racially and linguistically diverse clients. Some of the main information sources are listed in the Bidder's Reference Guide for Completing the Culturally and Linguistically Appropriate Services Section of the RFP, and, in the Vendor/RFP section of the Department's website.

2.5.5.4. A key Title VI guidance is the National Standards for Culturally and Linguistically Appropriate Services in Health Care (CLAS Standards), developed by the U.S. Department of Health and Human Services in 2000. The CLAS Standards provide specific steps that organizations may take to make their services more culturally and linguistically appropriate. The enhanced CLAS



standards, released in 2013, promote effective communication not only with persons with Limited English Proficiency, but also with persons who have other communication needs. The enhanced Standards provide a framework for organizations to best serve the nation's increasingly diverse communities.

- 2.5.5.5. Applicants 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.
- 2.5.5.6. Successful Applicants will be:
 - 2.5.5.6.1. Required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within ten (10) days of the date the contract is approved by Governor and Council; and
 - 2.5.5.6.2. Monitored on their Federal civil rights compliance using the Federal Civil Rights Compliance Checklist, which can be found in the Vendor/RFP section of the Department's website.
- 2.5.5.7. The guidance that accompanies Title VI of the Civil Rights Act of 1964 requires recipients to take reasonable steps to ensure meaningful access to their programs and services by persons with Limited English Proficiency (LEP persons). The extent of an organization's obligation to provide LEP services is based on an individualized assessment involving the balancing of four factors:
 - 2.5.5.7.1. The number or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program or services (this includes minor children served by the program who have LEP parent(s) or guardian(s) in need of language assistance);
 - 2.5.5.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;
 - 2.5.5.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and
 - 2.5.5.7.4. The resources available to the organization to provide language assistance.



- 2.5.5.8. **Applicants are required to complete the TWO (2) steps listed in the Appendix C to this RFA, as part of their Application.** 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 Applicants' program design, which in turn, will allow Applicants to put forth the best possible Application.
- 2.5.5.9. 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 RFA, which is posted on the Department's website. <http://www.dhhs.nh.gov/business/forms.htm>.

2.5.6. Audit Requirements

- 2.5.6.1. The Contractor must email an annual audit to Tanja.Godtfredsen@dhhs.nh.gov if **any** of the following conditions exist:
- 2.5.6.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 2.5.6.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 2.5.6.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 2.5.6.2. If Condition A exists, the Contractor shall submit an annual **single audit** performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 2.5.6.3. If Condition B or Condition C exists, the Contractor shall submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 2.5.6.4. Applicants must submit annually to the department an independent audit of the corporation and an independent audit



of any subcontractor of the corporation that provides peer support services. The independent audits shall be performed by a certified public accountant and be submitted together with a management letter, if issued, by October 31 for the previous fiscal year ending June 30. 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.

2.6. Non-Collusion

The Applicant's required signature on the Transmittal Cover Letter for an Application submitted in response to this RFA guarantees that the prices, terms and conditions, and services have been established without collusion with other Applicants and without effort to preclude Department from obtaining the best possible Application.

2.7. Applicant Withdrawal

Prior to the Closing Date for receipt of Applications, an Application may be withdrawn by submitting a written request for its withdrawal to Contract Specialist identified in Paragraph 3.3.2.

2.8. Public Disclosure

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

2.8.2. The content of each Application and addenda thereto will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of an Application in response to this RFA 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 RFA 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.

2.8.3. Insofar as an Applicant seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Applicant must clearly identify in writing the information it claims to be confidential and



explain the reasons such information should be considered confidential. This must be done by separate letter identifying by page number and Application section the specific information the Applicant claims to be exempt from public disclosure pursuant to RSA 91-A:5. **The Applicant is strongly encouraged to provide a redacted copy of their application.**

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

2.9. Non-Commitment

Notwithstanding any other provision of this RFA, this RFA does not commit the Department to award a Contract. The Department reserves the right to reject any and all Applications or any portions thereof, at any time and to cancel this RFA and to solicit new Applications under a new Application process.

2.10. Request for Additional Information or Materials

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

2.11. Liability

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

2.12. Oral Presentations and Discussions

The Department reserves the right to require some or all Applicants to make oral presentations of their Application. The purpose of the oral presentation is to clarify and expound upon information provided in the written application. Applicants are prohibited from altering the original substance of their Applications 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 Applicant.

2.13. Successful Applicant Notice and Contract Negotiations



- 2.13.1. If an Applicant(s) is selected, the Department will notify the successful Applicant(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Applicant(s), all submitted Applications remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Applicant(s), the evaluation team may recommend another Applicant(s). The Department will not contact Applicant(s) that are not initially selected to enter into contract negotiations.

2.14. Scope of Award and Contract Award Notice

- 2.14.1. The Department reserves the right to award a service, part of a service, group of services, or total services and to reject any and all Applications in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.
- 2.14.2. If a contract is awarded, the Applicant must obtain written consent from the Department before any public announcement or news release is issued pertaining to any contract award.

2.15. Site Visits

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

2.16. Protest of Intended Award

Any challenge of an award made or otherwise related to this RFA shall be governed by RSA 21-G:37, and the procedures and terms of this RFA. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this RFA. In the event that any legal action is brought challenging this RFA and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

2.17. Contingency

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

2.18. Ethical Requirements

From the time this RFA is published until a contract is awarded, no Applicant shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or



has selected, evaluated, or awarded an RFP, or similar submission. Any Applicant that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Applicant who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting an Application to this RFA, or similar request for submission and every such Applicant shall be disqualified from submitting any Applicant or similar request for submission issued by any state agency. An Applicant 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.

3. Application Process

3.1. Overview

- 3.1.1. Application documents must be presented in the order indicated below.
- 3.1.2. Applications must conform to all instructions, requirements and contents indicated below.
- 3.1.3. The Department must receive the Application by the time and date specified in the Procurement Timetable in Section 3 and in the manner specified or it will be rejected as non-compliant, unless waived by the Department as a non-material deviation.
- 3.1.4. The Department will conduct an initial screening step to verify Applicant compliance with the submission requirements of this RFA. The Department may waive or offer a limited opportunity for an Applicant to cure immaterial deviations from the RFA requirements if it is determined to be in the best interest of the Department.
- 3.1.5. Late submissions that are not accepted will remain unopened and will be discarded. Submission of the Application shall be at the Applicant's expense.

3.2. Application Content

- 3.2.1. A **Transmittal Cover Letter** on the Applicant's letterhead that must:
 - 3.2.1.1. Reference, "**RFA-2023-BMHS-02-RECOV**;"
 - 3.2.1.2. Identify the name, title, mailing address, telephone number and email address of the person authorized by the Applicant to contractually obligate the agency or individual;
 - 3.2.1.3. Acknowledge that the Applicant has read this Request for Application, understands it, and agrees to be bound by its requirements;
 - 3.2.1.4. Contain the date that the Application was submitted; and



- 3.2.1.5. Be signed by an individual who is authorized to bind the Applicant to all statements, including services and prices contained in this Request for Application.
- 3.2.2. **Mandatory Responses** to RFA Questions in Subsection 1.5.
- 3.2.3. **Curriculum Vitae or Resume** of each individual performing functions identified in this RFA.
- 3.2.4. **Licenses, Certificates and Permits** as required by this Request for Application.
- 3.2.5. **Current Certificate of Insurance**
- 3.2.6. **Three (3) references for the Applicant.** The Applicant must submit three (3) written references from individuals or organizations who have knowledge of the Applicant's ability to deliver services applicable to this solicitation. A current Department employee will not be considered a valid reference:
 - 3.2.6.1. Each written reference must include current contact information, a description of work performed, quality of work, and dates of performance.
 - 3.2.6.2. The Department may contact a reference to clarify any information.
- 3.2.7. **New Hampshire Certificate of Good Standing**
The Department requires, as applicable, every Contractor to acquire a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State in accordance with RSA 5:18-a.
- 3.2.8. **Affiliations – Conflict of Interest 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.
- 3.2.9. **Appendix B – Contract Monitoring Provisions.**
- 3.2.10. **Appendix C – CLAS Requirements.**

3.3. Procurement Timetable and Contact Information

3.3.1. Schedule of Events

Item	Action <i>(All times are according to Eastern Standard Time. The Department reserves the right to modify these dates at its sole discretion.)</i>	Date
1.	RFA Release Date	March 25, 2022



2.	RFA Applicant Questions Submission Deadline	April 1, 2022 11:59 PM
3.	Department Responses to Questions Published	April 15, 2022
4.	Application Submission Deadline	April 29, 2022 12:00 PM

3.3.2. All questions and applications must be submitted electronically to:

State of New Hampshire
Department of Health and Human Services
Amy Marchildon, Contract Specialist
Bureau of Contracts & Procurements
129 Pleasant Street
Concord NH 03301
Email: Amy.E.Marchildon@dhhs.nh.gov
Phone: (603) 271-6533

3.3.3. From the date of release of this RFA until an award is made and announced regarding the selection of an Applicant, all communication with personnel employed by or under contract with the Department regarding this RFA is prohibited unless first approved by the RFA Point of Contact listed in Paragraph 3.3.2, herein. Department employees have been directed not to hold conferences and/or discussions concerning this RFA with any potential contractor during the selection process, unless otherwise authorized by the RFA Point of Contact. Applicants may be disqualified for violating this restriction on communications.

3.4. Applicant's Questions and Answers

- 3.4.1. All questions about this RFA, including but not limited to requests for clarification, additional information or any changes to the RFA must be made in writing, citing the RFA page number and part or subpart, and submitted by email to the Contract Specialist identified in Paragraph 3.3.2.
- 3.4.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 3.4.3. Questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 3.4.4. Questions must be received by the deadline provided in Paragraph 3.3.1, Procurement Timetable.



- 3.4.5. Written answers to questions received will be published on the Department's website on or about the date indicated in Paragraph 3.3.1, Procurement Timetable.

3.5. Validity of Application

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

4. Appendices

- 4.1. Appendix A – P-37 General Provisions and Standard Exhibits (*for reference only-do not return*)**
- 4.2. Appendix B – Contract Monitoring Provisions**
- 4.3. Appendix C – CLAS Requirements**
- 4.4. Appendix D – Geographic Regions**