



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

**REQUEST FOR PROPOSALS
RFP-2023-BDAS-04-MEDIC
FOR**

Medically-Monitored Intensive Inpatient Services

June 14, 2022



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1. INTRODUCTION

1.1. Purpose and Overview

This Request for Proposals (RFP) is published to develop and expand Medically Monitored Intensive Inpatient Withdrawal Management Services for individuals diagnosed with a substance use disorder (SUD) in New Hampshire. The services provided through this RFP will help stabilize individuals with a clinically diagnosed SUD, manage their withdrawal, and facilitate linkages to, and engagement with, other appropriate SUD treatment services.

Qualified Vendors must either currently meet the following requirements **or** have the ability to meet the requirements within 90 calendar days of the contract effective date:

- Provide Medically Monitored Intensive Inpatient Services in accordance with the American Society of Addiction Medicine (ASAM) criteria described under Level 3.7 Medically Monitored Intensive Inpatient Services (ASAM 3.7-WM);
- Provide services in New Hampshire (NH), in accordance with all applicable NH state rules and laws;
- Be licensed with, the NH Department of Health and Human Services (DHHS), Health Facilities Administration under the appropriate license for each service provided;
- Accept NH Medicaid and private insurance;
- Be a public or nonprofit private entity, per 42 U.S. Code § 300x-31 (a) (1) (E), Restrictions on Expenditure of Grant.

The New Hampshire Department of Health and Human Services (Department) anticipates awarding up to two (2) contracts for the services in this RFP.



1.2. Contract Period

The Contract(s) resulting from this RFP is anticipated to be effective upon Governor and Executive Council approval, through June 30, 2024.

The Department may extend contracted services for up to two (2) additional years, contingent upon satisfactory Contractor performance, continued funding, agreement of the parties, and Governor and Executive Council approval.

1.3. Request for Proposal Terminology

Adolescent(s): Adolescents are defined as individuals aged 12 through 17.

American Society of Addiction Medicine (ASAM): ASAM is a professional society representing over 3,500 physicians, clinicians, and associated professionals in the field of addiction medicine. ASAM is dedicated to increasing access and improving the quality of addiction treatment, educating physicians and the public, supporting research and prevention, and promoting the appropriate role of physicians in the care of patients with addiction. More information can be found at: <http://www.asam.org/>

American Society of Addiction Medicine Criteria: ASAM's criteria, formerly known as the ASAM patient placement criteria, is the result of a collaboration that began in the 1980s to define one national set of criteria for providing outcome-orientated and results-based care in the treatment of addiction. Today the criteria have become the most widely used and comprehensive set of guidelines for placement, continued stay and transfer/discharge of patients with addiction and co-occurring conditions. ASAM's criteria are required in over 30 states. More information can be found at: <http://www.asam.org/publications/the-asam-criteria>

Business Days: Business days in this RFP means Monday through Friday and do not include State observed holidays and weekends (Saturday and Sunday). The State holiday schedule may be found at: <http://das.nh.gov/hr/index.html>

Calendar Days: Calendar days in this RFP refers Monday through Sunday, including State observed holidays. State holiday schedule may be found at: <http://das.nh.gov/hr/index.html>

Certified Recovery Support Workers (CRSWs): Staff who may deliver intensive case management and other recovery support services within their scope of practice, provided that they are under the direct supervision of a NH Licensed Supervisor who has completed the necessary requirements to supervise a CRSW in New Hampshire.

Charitable Choice: Charitable Choice is the general name used to refer to several areas within Public Law 102-321, 102d Congress and amended in 1992 and again in 2000 (Children's Health Services Act). Charitable Choice refers to a federal legislative provision designed to remove barriers to faith-based organizations receiving certain Federal funds under this law. States may allocate Block Grant funds to faith-based treatment and recovery support services programs that maintain a religious character and hire people of their same faith, who also meet state requirements for licensing or certification of substance use disorder treatment and recovery support services programs and staff. The Charitable Choice final rules were published in the Federal Register on September 30, 2003. <http://www.samhsa.gov/faith-based-initiatives/about>

Child: Child is defined as individuals under the age of twelve (12) years.

Clinical Evaluation: A Clinical Evaluation is a biopsychosocial evaluation/assessment completed in accordance with Technical Assistance Publication (TAP) 21: Addiction Counseling Competencies, available at <http://store.samhsa.gov/product/TAP-21-Addiction->



[Counseling-Competencies/SMA15-4171](#). There are a variety of tools available to assist with completing clinical evaluations, including the ASAM Continuum module built into the Web Information Technology System (WITS). Clinical Evaluation is used interchangeably with “assessment” or “evaluation” to describe the full biopsychosocial evaluation of a client to determine the appropriate ASAM level of care and services as the basis for treatment planning.

Continuum of Care: Continuum of care is a concept involving an integrated system of care that guides and tracks patient over time through a comprehensive array of health services spanning all levels of intensity of care.

Cost Reimbursement: A contract under which a Contractor submits monthly invoices and is reimbursed for actual allowable costs incurred in performance of the scope of service, less revenues received from other payers and payee sources, in accordance with the contract terms and as approved by the Department.

Discharge Summary: A brief narrative that addresses all ASAM (2013) domains, including the process of transfer planning at the time of the client’s intake to the program and that are in accordance with the operational requirements of this RFP, and that includes at least one of the four (4) ASAM criteria for discharge, and how the client meets the requirement. It must also include, in brief, the reason for admission, course of treatment, discharge assessment, strengths/liabilities, and discharge plan/recommendations, with specific information regarding referrals or further treatment.

Doorways: Doorways means a specific group of providers who are contracted with the Department to provide screening, evaluation, referral, and recovery support services for individuals with substance use disorder.

Evidence-Based Practice (EBP): EBP is the integration of clinical expertise, patient values, and the best research evidence into the decision making process for patient care. <http://guides.mclibrary.duke.edu/c.php?q=158201&p=1036021>

Homeless: Homeless is defined as (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

Integrated Medication Assisted Treatment: Services provide for medication prescription and monitoring for treatment of opiate and other substance use disorders. Services should be integrated with other substance use disorder treatment services.

Level of Care: Level of care refers to the intensity of treatment defined by the American Society of Addiction Medicine (ASAM) October 2013.

Licensed Counselor: A licensed counselor is defined as a Master Licensed Alcohol and Drug Counselor (MLADC), a Licensed Alcohol and Drug Counselor (LADC), or individuals licensed by the NH Board of Mental Health Practice or NH Board of Psychology, who have demonstrated competency in the treatment of substance use disorders. Licensed counselors may deliver any clinical or recovery support services within their scope of practice. Licenses must be active in the state of New Hampshire.



Licensed Supervisor: A Licensed Supervisor is defined as a New Hampshire Master Licensed Alcohol and Drug Counselor (MLADC), a Licensed Alcohol and Drug Counselor (LADC) who is also a Licensed Clinical Supervisor (LCS) or a licensed mental health professional who has been approved by the New Hampshire Board of Licensing for Alcohol and Other Drug Use Professionals to provide supervision.

Line/Milieu Staff: Staff who oversee the client milieu when clients are not in groups or individual sessions. May be certified or licensed in the state of New Hampshire, or working toward certification or licensure in New Hampshire, and obtaining supervision from an appropriate NH Licensed Supervisor.

New Hampshire Resident: A New Hampshire resident is defined as a person residing in New Hampshire regardless of how long they have resided in New Hampshire or whether or not they have a fixed or permanent address.

Opioid Use Disorders (OUD): Opioid use disorders occur when the use of opioids causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.

Recovery Support Services (RSS): RSS are services that remove barriers to a client's participation treatment or recovery, or reduce or remove threats to an individual maintaining participation in treatment and/or recovery.

Regional Public Health Networks (RPHN): RPHN refer to the thirteen (13) partnerships with agencies in New Hampshire used for public health planning and the delivery of selected public health services (<http://nhphn.org>).

Screening Positive for Substance Use Disorder: Screening positive for a Substance Use Disorder means that the individual is likely to meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria for a Substance Use Disorder. If the client screens with the probability of having a substance use disorder, then a clinical evaluation will be required to determine if the client does in fact meet DSM 5 criteria for a Substance Use Disorder.

SMART Goals: SMART is an acronym, giving criteria to guide in the setting of goals and objectives. SMART represents goals that are Specific, Measurable, Achievable, Relevant, and Time-bound.

Substance Abuse Prevention and Treatment (SAPT) Block Grant: SAPT Block Grant was originally established by Public Law 97-35 (PL 97-35), creating the Alcohol, Drug Abuse and Mental Health Services Block Grant (later the Substance Abuse Prevention and Treatment Block Grant, and now the Behavioral Health Assessment and Plan), which became effective on October 1, 1992 for the purpose of carrying out and evaluating activities to prevent and treat substance abuse and dependence.

Substance Use Disorders (SUD): Substance use disorders occur when the use of alcohol and/or drugs causes clinically and functionally significant impairment, such as health problems, disability, and failure to meet major responsibilities at work, school, or home. The existence of a substance use disorder is determined using Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM 5) criteria.



Substance Use Disorder Treatment: Substance Use Disorder Treatment Services are services to treat substance use disorders and are delivered at varying levels of care defined by the American Society of Addiction Medicine in many different settings.

Telehealth: Telehealth is the provision of treatment services remotely via telephone, email, or videoconferencing. It allows for the treatment of individuals who are unable to access in – person services, or providers from offering in-person services, for reasons such as health concerns or lack of access to transportation.

Temporary Staffing Shortages: Temporary staffing shortages are allowed when a selected vendor is unable to meet required staffing criteria. The selected Contractor must be actively looking to fill any empty positions, including advertising for the positions. The Vendor must be able to demonstrate that they are attempting to fill the position in good faith.

Transfer Plan: A brief outline about why a client is transferring from one ASAM level of care to another within the same agency. To be written at time of transfer. It must address all ASAM (2013) domains, and must include at least one of the four (4) ASAM criteria for transfer and how client meets that criteria. It also must include transfer plan/recommendations, with specific information regarding further treatment at the agency.

Transitional Living Services: Transitional Living Services are considered substance use disorder treatment services for the purposes of this RFP, however, are not defined by the American Society of Addiction Medicine.

Unlicensed Counselor: Unlicensed Counselors are defined as counselors who have completed the required coursework for licensure by the NH Board of Alcohol and Other Drug Use Providers, NH Board of Mental Health Practice or NH Board of Psychology and are working to accumulate the work experience required for licensure. Unlicensed Counselors may deliver any clinical or recovery support services within their scope of knowledge provided that they are under the direct supervision of a Licensed Supervisor.

Uncertified Recovery Support Worker: Uncertified recovery support workers are staff members who are working to accumulate the work experience required for certification as a CRSW in NH, who may deliver intensive case management and other recovery support services within their scope of knowledge, provided that they are under the direct supervision of a Licensed Supervisor who has completed the necessary requirements to supervise a CRSW in NH.

Web Information Technology System (WITS): WITS refers to the Department’s current vendor hosted secure, 24/7 accessible web-based electronic health records system for the purpose of storing client demographic information and personal health information. Contracted treatment providers use WITS to report on the National Outcome Measures (NOMs) established by the Substance Abuse and Mental Health Services Administration (SAMHSA), as required in the Federal Substance Abuse Prevention and Treatment Block Grant. The Department reserves the right to substitute a different system for WITS at any time.

2. BACKGROUND

2.1. New Hampshire Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services

The Department of Health and Human Services’ (Department) mission is to join communities and families in providing opportunities for citizens to achieve health and independence. The Bureau of Drug and Alcohol Services (BDAS) contributes to this mission, in part, by providing



resources that develop, support, and deliver SUD prevention, early intervention, treatment and recovery support services that are integrated with primary and mental health care. The aforementioned SUD supports and services are referred to as the Alcohol and Other Drug (AOD) Continuum of Care System.

The Department envisions that the services provided by this RFP will contribute to a statewide SUD delivery system that will meet the needs of the populations served under this RFP, including, but not limited to care that is integrated with mental and physical health services and coordinated with other social and community service agencies to address the social determinants of health for all individuals.

2.2. Background

Although NH has continued to invest in a robust continuum of care resulting in steadily improving outcomes, including reductions in overdose fatalities, regional differences still exist in service capacity and resources to address the substance misuse epidemic; therefore the need to invest in services not readily available remains. More information on NH overdose fatalities can be found on the NH Office of Chief Medical Examiner [2020/2021 Drug Death Data Report](#).

The Governor's Commission on Alcohol and Other Drugs (Commission) Action Plan 2019-2022 and the [NH State Opioid Response Grant Proposal](#) remain guiding documents for the work of BDAS. These documents identified areas where the continuum of care is falling short of meeting the needs of NH's residents. Through the Commission's work, an identified critical area of need is for Medically Monitored Intensive Inpatient Services (ASAM Level 3.7-WM). These critical services are extremely limited within NH and providers that offer this service have long waiting lists. The Department identified funding from the American Rescue Plan Act (ARPA) to meet this gap.

Medically Monitored Intensive Inpatient Services treat individuals with a clinically diagnosed SUD whose medical and/or emotional needs are so severe that they require residential treatment to ensure that they are safely detoxed from the substances they are using. A key component of this service development and expansion is that providers must be able to bill Medicaid and private insurance for services to ensure sustainability beyond the grant period.



3. STATEMENT OF WORK

3.1. Covered Populations

- 3.1.1. The selected Vendor(s) must provide services to individuals who:
 - 3.1.1.1. Have income below 400% of the Federal Poverty Level;
 - 3.1.1.2. Are residents of or are experiencing homelessness in NH; and
 - 3.1.1.3. Meet the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) criteria for substance use disorder as determined by a:
 - 3.1.1.3.1. Licensed counselor; or
 - 3.1.1.3.2. An unlicensed counselor who is under the supervision of a licensed supervisor, working toward licensure, and who has completed the required coursework for licensure under the:
 - 3.1.1.3.2.1.1. NH Board of Alcohol and Other Drug Use Providers; or
 - 3.1.1.3.2.1.2. NH Board of Mental Health Practice; or
 - 3.1.1.3.2.1.3. NH Board of Psychology;
- 3.1.2. The selected Vendor(s) may provide services to:
 - 3.1.2.1. Children, under the age of 12, with the consent of a parent or legal guardian, in accordance with 42 CFR Part 2;
 - 3.1.2.2. Adolescents, ages 12 through 17; and/or
 - 3.1.2.3. Adults, aged 18 and over.
- 3.1.3. The selected Vendor(s) who provide services to minors must not deny services to an adolescent or child under age 18 due to:
 - 3.1.3.1. The parents' inability and/or unwillingness to pay the fee; or
 - 3.1.3.2. The adolescent's decision to receive confidential services pursuant to RSA 318-B:12-a.
- 3.1.4. The selected Vendor(s) must not deny services to eligible individuals based on the individual:
 - 3.1.4.1. Receiving Medication Assisted Treatment services from other providers such as an individual's primary care provider;
 - 3.1.4.2. Having co-occurring mental health disorders; or
 - 3.1.4.3. Being prescribed medications from a licensed healthcare practitioner and who are taking those medications as prescribed, regardless of the class of medication.



3.2. Scope of Services

- 3.2.1. The selected Vendor(s) must provide, or must begin to provide within 90 calendar days of the contract effective date, Medically Monitored Intensive Inpatient Services in accordance with the American Society of Addiction Medicine (ASAM) criteria described under Level 3.7 Medically Monitored Intensive Inpatient Services (ASAM 3.7-WM) to individuals who are uninsured or underinsured. The selected Vendor(s) must ensure services include, but are not limited to:
 - 3.2.1.1. A medical practitioner, working within their scope of practice, with the availability to assess the individual in-person within 24 hours of admission and thereafter as medically necessary.
 - 3.2.1.2. A nursing assessment conducted by a medical practitioner, working within their scope of practice, at admission that includes written procedures for ongoing nursing monitoring 24 hours per day, seven (7) days per week.
 - 3.2.1.3. Onsite or on-call availability of medical personnel to conduct medical assessments within 24 hours of admission and to respond to urgent medical or psychiatric situations 24 hours per day, seven (7) days per week.
 - 3.2.1.4. Appropriate staffing ratios, as required by this contract, state or federal rules and law, and which meet the clinical needs and ensure the safety and security of each individual receiving services are maintained 24 hours per day, seven (7) days per week.
- 3.2.2. The selected Vendor(s) must enroll eligible individuals for services in order of the priority described below:
 - 3.2.2.1. Pregnant women and women with dependent children, even if the children are not in their custody, as long as parental rights have not been terminated, including the provision of interim services within the required 48-hour time frame. If the selected Vendor is unable to admit a pregnant woman for the needed level of care within 24 hours, it must provide and document the following services:
 - 3.2.2.1.1. Contact the Doorway of the individual's choice to connect the individual with substance use disorder treatment services;
 - 3.2.2.1.2. If the individual refuses referral described above, assist the pregnant woman with identifying alternative providers and with accessing services with these providers. This assistance shall include actively reaching out to identify providers on the behalf of the individual; and
 - 3.2.2.1.3. Provide interim services until the appropriate level of care becomes available at either the Vendor organization or an alternative provider. Interim services must include:



- 3.2.2.1.3.1. At least one 60-minute individual or group outpatient session per week;
- 3.2.2.1.3.2. Recovery support services as needed by the individual; or
- 3.2.2.1.3.3. Daily calls to the individual to assess and respond to any emergent needs.
- 3.2.2.2. Individuals who have been administered naloxone to reverse the effects of an opioid overdose either in the 14 calendar days prior to screening or in the period between screening and admission to the program.
- 3.2.2.3. Individuals with a history of injection drug use including the provision of interim services within 14 calendar days.
- 3.2.2.4. Individuals with substance use and co-occurring mental health disorders.
- 3.2.2.5. Veterans with substance use disorders.
- 3.2.2.6. Individuals with substance use disorders who are involved with the criminal justice and/or child protection system.
- 3.2.2.7. Individuals who require priority admission at the request of the Department.
- 3.2.3. The selected Vendor(s) must provide services that support a resiliency and recovery oriented system of care by operationalizing the New Hampshire Continuum of Care Model (<http://www.dhhs.nh.gov/dcbcs/bdas/continuum-of-care.htm>). The selected Vendor(s) must ensure services:
 - 3.2.3.1. Support person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems.
 - 3.2.3.2. Inform the Regional Public Health Networks (RPHN) of services available in order to align SUD work with other RPHN projects that may be similar or impact the same populations.
 - 3.2.3.3. Are culturally sensitive and ensure services are relevant to the diversity of the individuals being served.
 - 3.2.3.4. Are trauma informed, acknowledging the impact of violence and trauma on people's lives and the importance of addressing trauma in treatment.
- 3.2.4. The selected Vendor(s) must provide SUD treatment services separately for adolescents and adults, unless otherwise approved by the Department. The selected Vendor(s) must ensure adolescents and adults do not share the same residency space; however, the communal spaces such as kitchens, group rooms, and recreation spaces may be shared but at separate times.

Q1 *Describe your organization's experience providing SUD treatment services that support a resiliency and recovery oriented system of care. Include levels of care*



provided, specialty populations served, and how your services affect individuals being served and the surrounding community(ies).

Q2 *ASAM Level 3.7-WM Service Provision Plan:*

a. If your organization currently provides ASAM Level 3.7-WM services, provide your plan to expand services to treat individuals who are uninsured or underinsured. Include how services will be expanded, proposed expansion timeline, project milestones and benchmarks, resources needed, possible barriers to implementation, and solutions for addressing barriers.

b. If your agency does not currently provide ASAM Level 3.7-WM services, provide your plan to stand up services that ensures services are available within 90 calendar days of the contract effective date. Include the proposed timeline, project milestones and benchmarks, resources needed, possible barriers to implementation, and solutions for addressing barriers.

Q3 *Identify the anticipated number of individuals to be served, including any specialty populations to be served.*

Q4 *Explain, in detail, how your organization uses ASAM Criteria to help shape an individual's treatment over time. Include how continued fidelity to ASAM Criteria in day-to-day services to individuals will be ensured.*

3.2.5. Oral Fluid HIV Testing

3.2.5.1. All SUD treatment programs must administer rapid on-site, same-day oral fluid HIV testing as a routine component of SUD treatment. If testing is not possible at the time of admission, the selected Vendor(s) shall administer testing within 48 hours from admission.

3.2.5.2. In cases where such testing yields a positive result, the selected Vendor(s) shall:

3.2.5.2.1. Complete and submit appropriate disease reporting forms to the Department within 72 hours of preliminary diagnoses, in accordance with New Hampshire Administrative Rule He-P 301.

3.2.5.2.2. Assist the Department's Infectious Disease Prevention, Investigation and Care Services Section staff connecting with individuals for the purpose of eliciting, identifying and locating information on sexual or needle sharing partners.

3.2.5.2.3. Link individuals to medical care and counseling services.

3.2.6. Eligibility and Intake

3.2.6.1. The selected vendor(s) must determine eligibility for services, which includes an assessment of client income prior to admission using the Web Information Technology System (WITS) fee determination model.

3.2.6.2. The selected Vendor(s) must complete intake screenings as follows:



- 3.2.6.2.1. Have direct face-to-face communication by meeting in person, electronically, or by telephone conversation with the individual within two (2) business days from the date the individual contacts the selected Vendor(s) for Substance Use Disorder Treatment and Recovery Support Services. All attempts at contact shall be documented in the individual record or call log.
- 3.2.6.2.2. Complete an initial Intake Screening within two (2) business days from the date of the first direct contact with the individual, utilizing a Department-approved tool and documenting results utilizing WITS to determine the probability of being eligible for services under this contract and for the probability of having a substance use disorder. All attempts to contact must be documented in the individual record or call log.
- 3.2.6.2.3. Ensure that individuals' income information is updated as needed over the course of treatment by asking individuals about any changes in income no less frequently than every four (4) weeks. Inquiries about changes in income must be documented in the individual record using the fee determination tool.

3.2.7. Clinical Evaluation

- 3.2.7.1. The selected Vendor(s) must use the clinical evaluation, completed by a NH Licensed or Unlicensed Counselor from a referring agency.
 - 3.2.7.1.1. The evaluation must include DSM-5 Diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October 2013.
 - 3.2.7.1.2. This clinical evaluation must have been conducted less than thirty (30) calendar days prior to the individual's admission to the treatment program; otherwise, a new evaluation must be conducted.
- 3.2.7.2. If the evaluation was done by someone other than a NH Licensed or Unlicensed Counselor, it must be redone. If the evaluation from the referring agency is being used, any changes in ASAM dimensions that occurred since it was conducted must be recorded in the individual's record within the same time period requirements as the new evaluation detailed above.
- 3.2.7.3. If the individual does not present with an evaluation completed by a NH Licensed or Unlicensed Counselor, and if the selected Vendor(s) is/are unable to complete the evaluation *prior* to admission due to geographic or other barriers, the selected Vendor(s) must assist the individual with accessing an evaluation through their local Doorway or other appropriate provider.



- 3.2.7.4. If the Doorway or other appropriate provider is not able to complete the evaluation prior to admission, the selected Vendor(s) must complete a clinical evaluation within three (3) business days after admission utilizing CONTINUUM or an alternative evaluation tool approved by the Department. This evaluation must include DSM-5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria, published in October 2013.
- 3.2.7.5. The selected Vendor(s) must provide eligible individuals the substance use disorder treatment service identified above, determined by the individual's clinical evaluation identified above unless the individual chooses one of the following:
 - 3.2.7.5.1. To be placed on the waitlist until their service with the assessed ASAM level of care becomes available; or
 - 3.2.7.5.2. To be referred to another agency in the individual's service area that provides the service with the recommended ASAM Level of Care.

Q5 *Provide a complete, comprehensive evaluation/ assessment for a **fictitious** individual, using the assessment tools your organization uses when evaluating an individual for services. Include the initial treatment plan resulting from this individual's evaluation and your rationale for objective assessments used and for any interventions or therapies applied.*

3.2.8. Individual's Right to Fair Hearing

- 3.2.8.1. Eligibility determinations shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 3.2.8.2. Eligibility determinations shall be made based on ASAM criteria and the Department approved financial eligibility form.
- 3.2.8.3. The selected Vendor(s) shall 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.
- 3.2.8.4. In any such fair hearing proceeding, the selected Vendor(s) and the applicant shall be the parties. The Department reserves the right to file a motion to intervene.

3.2.9. Waitlists

- 3.2.9.1. The selected Vendor(s) must maintain a waitlist for all individuals and all substance use disorder treatment services including the eligible individuals being served and individuals being served under another payor source.
- 3.2.9.2. The selected Vendors(s) must track the wait time for individuals to receive services, from the date of initial contact, to the date individuals first received substance use disorder treatment services identified above, other than evaluation identified in Paragraph 3.2.7.



- 3.2.9.3. The selected Vendor(s) must provide monthly reports to the Department detailing:
 - 3.2.9.3.1. The average wait time for all individuals, by the type of service and payer source for all the treatment services.
 - 3.2.9.3.2. The average wait time for priority individuals identified above by the type of service and payer source for the services.

3.2.10. Assistance with Enrolling in Insurance Programs

- 3.2.10.1. The selected Vendor(s) must assist individuals and/or their parents or legal guardians, who are unable to secure financial resources necessary for initial entry into the program, with obtaining other potential sources for payment, which may include, but are not limited to:
 - 3.2.10.1.1. Enrollment in public or private insurance, including but not limited to NH Medicaid or Medicare programs within 14 calendar days after admission.
 - 3.2.10.1.2. Assistance with securing financial resources identified above or the individuals' refusal of such assistance shall be clearly documented in the individual record.

3.2.11. Use of Evidence-Based Practices

- 3.2.11.1. The selected Vendor(s) must deliver the service in the resulting contract utilizing evidence-based practices as demonstrated by meeting one of the following criteria:
 - 3.2.11.1.1. The service is included as an evidence-based mental health and substance abuse intervention on the SAMHSA Evidence-Based Practices Resource Center <https://www.samhsa.gov/ebp-resource-center>;
 - 3.2.11.1.2. The services is published in a peer-reviewed journal and found to have positive effects; or
 - 3.2.11.1.3. The service is based on a theoretical perspective that has validated research.
- 3.2.11.2. The selected Vendors must deliver services in the resulting contract in accordance with:
 - 3.2.11.2.1. The ASAM Criteria (2013), which can be purchased online through the ASAM website at: <http://www.asam.org/asam-criteria>.
 - 3.2.11.2.2. The Substance Abuse Mental Health Services Administration (SAMHSA) Treatment Improvement Protocols (TIPs) available at <http://store.samhsa.gov/list/series?name=TIP-Series-Treatment-Improvement-Protocols-TIPS-> .



- 3.2.11.2.3. The SAMHSA Technical Assistance Publications (TAPs) available at <http://store.samhsa.gov/list/series?name=Technical-Assistance-Publications-TAPs-&pageNumber=1>.
- 3.2.12. The selected Vendor(s) must assess all individuals for risk of self-harm and document clinical findings, when clinically appropriate, including but not limited to:
- 3.2.12.1. Initial contact.
 - 3.2.12.2. Intake.
 - 3.2.12.3. Screening.
 - 3.2.12.4. Admission.
 - 3.2.12.5. During treatment services.
 - 3.2.12.6. Discharge.
- 3.2.13. The selected Vendor(s) must assess all individuals for withdrawal risk based on ASAM (2013) standards, document clinical findings, and stabilize all individuals based on ASAM (2013) guidance.
- 3.2.14. If an individual's risk level indicates a service with an ASAM Level of Care that cannot be provided under the resulting contract, the selected Vendor(s) must refer individuals to a facility where the services can be provided.
- 3.2.15. Treatment Planning
- 3.2.15.1. The selected Vendor(s) must complete individualized treatment plans for all individuals based on clinical evaluation data within two (2) business days or two (2) sessions, whichever is longer from the clinical evaluation identified above or admission, whichever is later, that address problems in all ASAM (2013) domains which justified the individual's admittance to a given level of care, that are in accordance with operational requirements specified in Appendix G, Operational Requirements, and that:
 - 3.2.15.1.1. Include in all individualized treatment plan goals, objectives, and interventions written in terms that are:
 - 3.2.15.1.1.1. Specific and clearly define what shall be done.
 - 3.2.15.1.1.2. Measurable, including clear criteria for progress and completion.
 - 3.2.15.1.1.3. Attainable, within the individual's ability to achieve.
 - 3.2.15.1.1.4. Realistic and include resources that are available to the individual.
 - 3.2.15.1.1.5. Timely, and include something that needs to be completed within a stated period for completion that is reasonable.



- 3.2.15.1.2. Include the individual's involvement in identifying, developing, and prioritizing goals, objectives, and interventions.
- 3.2.15.2. Treatment plans must be updated when appropriate, based on any changes in any ASAM domains. Treatment plans must also be updated whenever goals have been met and problems have been resolved, or when new goals and new problems have been identified, and no less frequently than what is recommended by ASAM:
 - 3.2.15.2.1. All level 1 programs: Every six (6) sessions or every six (6) weeks, whichever is less frequent.
 - 3.2.15.2.2. Level 2.1: Every six (6) sessions or every two (2) weeks, whichever is less frequent.
 - 3.2.15.2.3. Level 2.5 through level 3.7: Every seven (7) sessions or every one (1) week, whichever is less frequent.
- 3.2.15.3. Treatment plan updates shall include:
 - 3.2.15.3.1. Documentation of the degree to which the individual is meeting treatment plan goals and objectives;
 - 3.2.15.3.2. Modification of existing goals or addition of new goals based on changes in the individuals functioning relative to ASAM domains and treatment goals and objectives;
 - 3.2.15.3.3. The counselor's assessment of whether or not the individual needs to move to a different level of care based on changes in functioning in any ASAM domains and documentation of the reasons for this assessment;
 - 3.2.15.3.4. Justification for continued treatment at the current level of care, transfer from one level of care to another within the same agency, or discharge from treatment at the agency, which must include at least one (1) of the three (3) criteria for continuing services when addressing continuing care as follows:
 - 3.2.15.3.4.1. Continuing Service Criteria A: The patient is making progress, but has not yet achieved the goals articulated in the individualized treatment plan. Continued treatment at the present level of care is assessed as necessary to permit the patient to continue to work toward their treatment goals; or
 - 3.2.15.3.4.2. Continuing Service Criteria B: The patient is not yet making progress, but has the capacity to resolve their issues. Individuals are actively working toward the goals articulated in the individualized treatment plan. Continued treatment at



the present level of care is assessed as necessary to permit the patient to continue to work toward their treatment goals; and /or

3.2.15.3.4.3. Continuing Service Criteria C: New problems have been identified that are appropriately treated at the present level of care. The new problem or priority requires services, the frequency and intensity of which can only safely be delivered by continued stay in the current level of care. The level of care which the patient is receiving treatment is therefore the least intensive level at which the patient's problems can be addressed effectively.

3.2.15.3.4.4. The signature of the individual and the counselor agreeing to the updated treatment plan, or if applicable, documentation of the individual's refusal to sign the treatment plan.

3.2.15.4. The selected Vendor(s) must track the individual's progress relative to the specific goals, objectives, and interventions in the individual's treatment plan by completing encounter notes in WITS, or alternative Electronic Health Record (EHR) approved by the Department.

3.2.16. Coordination of Care

3.2.16.1. The selected Vendor(s) must ensure all coordination of care activities are compliant with state and federal laws and state and federal rules, including but not limited to 42 CFR Part 2.

3.2.16.2. The selected Vendor(s) must use a Department-approved referral system to connect individuals to health and social service providers as needed.

3.2.16.3. The selected Vendor(s) must refer individuals to and coordinate an individual's care with other providers, as needed, and document the coordination, or individual's refusal of the coordination in the individual's record. These referrals include, but are not limited to:

3.2.16.3.1. Primary care provider, and if the individual does not have a primary care provider, the selected Vendor(s) must make an appropriate referral to one and coordinate care with that provider.

3.2.16.3.2. Mental health care provider when serving individuals with co-occurring substance use and mental health disorders, and if the individual does not have a mental health care provider, then the selected Contractor must



- make an appropriate referral to one and coordinate care with that provider.
- 3.2.16.3.3. Medication-assisted treatment provider, when indicated.
 - 3.2.16.3.4. Peer recovery support provider, and if the individual does not have a peer recovery support provider, then the selected Contractor must make an appropriate referral to one and coordinate care with that provider.
 - 3.2.16.3.5. Coordination with case management services offered by the individual's managed care organization, third-party insurance, or other provider, if applicable.
- 3.2.16.4. The selected Vendor(s) must coordinate individual services with the Department's Doorway contractors, when appropriate, including, but not limited to:
- 3.2.16.4.1. Ensuring timely admission of individuals to services.
 - 3.2.16.4.2. Completing initial clinical evaluations.
 - 3.2.16.4.3. Referring individuals to Doorway services when the Contractor cannot admit an individual for services within 48 hours; and
 - 3.2.16.4.4. Referring individuals to Doorway services at the time of discharge when an individual is in need of Doorway services.
- 3.2.16.5. The selected Vendor(s) must coordinate with the NH Ryan White HIV/AIDS program for individuals identified as at-risk of or with HIV/AIDS.
- 3.2.16.6. The selected Vendor(s) must coordinate with other social service agencies engaged with the individual, including but not limited to:
- 3.2.16.6.1. NH Division of Children, Youth and Families (DCYF) and
 - 3.2.16.6.2. Probation and parole.
- 3.2.16.7. The selected Vendor(s) must clearly document in the individual's record if the individual refuses any of the referrals or care coordination.
- 3.2.16.8. The selected Vendor(s) must not prohibit individuals from receiving services under the awarded contract when an individual does not consent to information sharing.
- 3.2.16.9. The selected Vendor(s) must notify the individuals who consent to information sharing that they have the ability to rescind the consent at any time without any impact on services provided under the awarded contract.
- 3.2.16.10. The selected Vendor(s) must coordinate with local recovery community organizations (where available) to bring peer recovery support providers into the treatment setting, to meet with individuals



to describe available services, and to engage individuals in peer recovery support services, as applicable.

- 3.2.17. The selected Vendor(s) must complete a brief Transfer Plan on the day of transfer, when an individual is transferring from one level of care to another *within the same agency*, during the same episode of care for the service identified above, to be written at the time of transfer. The selected Vendor(s) must ensure the Transfer Plan:
 - 3.2.17.1. Addresses all ASAM (2013) domains;
 - 3.2.17.2. Includes at least one of the four (4) ASAM criteria for transfer and how the individual meets that criteria; and
 - 3.2.17.3. Includes transfer plan/recommendations, with specific information regarding further treatment at the agency.
- 3.2.18. The selected Vendor(s) must discharge an individual from WITS when they are discharged from treatment at the agency and/or the treatment episode has ended, even if they are expected to return at a future date, such as, for example, after completing treatment at a different agency. All individuals who have not received services in the past **48 hours** must be discharged. The discharge must be completed within seven (7) calendar days of the last day of service, and the episode closed. Upon the individual's return to treatment a new episode of care must be started, and all standard admission steps must be taken.
- 3.2.19. The selected Vendor(s) must identify the Termination Reason in the Program Enrollment in WITS for each individual at the time of transfer or discharge from the program.
- 3.2.20. The selected Vendor(s) must complete a Discharge Summary when an individual is discharging from treatment at the contracted agency identified above, that address all ASAM (2013) domains, including the process of transfer planning at the time of the individual's intake to the program and that are in accordance with the operational requirements specified in Appendix G, Operational Requirements, and that includes at least one of the following four (4) ASAM criteria for discharge, and how the individual meets the requirement. It must also include, in brief, the reason for admission, course of treatment, discharge evaluation, strengths/liabilities, and discharge plan/recommendations, with specific information regarding referrals or further treatment. The selected Vendor(s) must indicate:
 - 3.2.20.1. Transfer/Discharge Criteria A: The patient has achieved the goals articulated in the individualized treatment plan, thus resolving the problem(s) that justified admission to the present level of care. Continuing the chronic disease management of the patient's condition at a less intensive level of care is indicated; or
 - 3.2.20.2. Transfer/Discharge Criteria B: The patient has been unable to resolve the problem(s) that justified the admission to the present level of care, despite amendments to the treatment plan. The patient is determined to have achieved the maximum possible benefit from engagement in services at the current level of care. Treatment at another level of



care (more or less intensive) in the same type of services, or discharge from treatment, is therefore indicated; or

3.2.20.3. Transfer/Discharge Criteria C: The patient has demonstrated a lack of capacity due to diagnostic or co-occurring conditions that limit their ability to resolve their problem(s). Treatment at a qualitatively different level of care or type of service, or discharge from treatment, is therefore indicated; or

3.2.20.4. Transfer/Discharge Criteria D: The patient has experienced an intensification of their problem(s), or has developed a new problem(s), and can be treated effectively at a more intensive level of care; and

3.2.21. Individual and Group Education

3.2.21.1. The selected Vendor(s) must offer all eligible individuals receiving services under the resulting contract, individual or group education on prevention, treatment, and nature of:

3.2.21.1.1. Substance use disorders.

3.2.21.1.2. Relapse.

3.2.21.2. The selected Vendor(s) must provide all eligible individuals receiving the service under the resulting contract with information regarding:

3.2.21.2.1. Hepatitis C Virus (HCV);

3.2.21.2.2. Human Immunodeficiency Virus (HIV); and

3.2.21.2.3. Sexually Transmitted Diseases (STD).

3.2.21.3. The selected Vendor(s) must ensure that all individuals are screened at intake and discharge for nicotine use and treatment needs, and are referred to the NH QuitLine, as part of treatment planning.

3.2.22. Tobacco-Free Environment

3.2.22.1. The selected Vendor(s) must ensure a nicotine-free environment by establishing policies and procedures that include but are not limited to:

3.2.22.1.1. Smoking of any tobacco product, the use of oral tobacco products or "spit" tobacco, and the use of electronic devices.

3.2.22.1.2. Ensuring policies and procedures apply to employees, individuals, and employee or individual visitors.

3.2.22.1.3. Prohibiting the use of tobacco products within the selected Vendor(s) facilities at any time.

3.2.22.1.4. Prohibiting the use of tobacco in any selected Vendor-owned vehicle.

3.2.22.1.5. Including whether or not use of tobacco products is prohibited outside of the facility on the grounds.



- 3.2.22.1.6. Including the following if use of tobacco products is allowed outside of the facility on the grounds:
 - 3.2.22.1.6.1. A designated smoking area(s) that is located at least twenty (20) feet from the main entrance.
 - 3.2.22.1.6.2. All materials used for smoking in this area, including cigarette butts and matches, shall be extinguished and disposed of in appropriate containers.
 - 3.2.22.1.6.3. Ensure periodic cleanup of the designated smoking area.
 - 3.2.22.1.6.4. If the designated smoking area is not properly maintained, it can be eliminated at the discretion of the Contractor.
- 3.2.22.1.7. Prohibiting tobacco use in personal vehicles when transporting people on authorized business.
- 3.2.22.2. The selected Vendor(s) must post the nicotine-free environment policy in its facilities and vehicles, and include the policy in employee, individual, and visitor orientation.
- 3.2.22.3. The selected Vendor(s) must not use nicotine use, in and of itself, as grounds for discharging individuals from the service being provided under the awarded contract.

3.3. Staffing

- 3.3.1. The selected Contractor must meet the minimum staffing requirements, or request an exemption to the requirements, to provide the scope of work in the resulting contract. The selected Vendor(s) must ensure written policies are available for Department review, as requested, for all required positions listed below:
 - 3.3.1.1. A minimum of one (1) NH Licensed Supervisor.
 - 3.3.1.2. At a minimum, staffing levels must include:
 - 3.3.1.2.1. For individual counseling: The ratio of individuals to NH Licensed and Unlicensed Counselors who provide counseling to individuals on an individual basis in any ASAM level of care should be based on: the counselor's ability to provide appropriate, effective, and evidence-based treatment to their individuals within the setting; the type of treatment provided; the composition of the individual population; and the availability of auxiliary services.
 - 3.3.1.2.2. SUD treatment groups shall include no more than 12 individuals with one (1) NH Licensed or Unlicensed Counselor present or no more than 16 individuals when that Counselor is joined by a second Licensed or



- Unlicensed NH Counselor, CRSW or Uncertified Recovery Support Worker.
- 3.3.1.2.3. Recovery support groups shall include no more than eight (8) individuals with one (1) NH CRSW present or no more than 12 individuals when that CRSW is joined by a second CRSW, or Uncertified CRSW, Licensed or Unlicensed NH Counselor.
 - 3.3.1.2.4. Staffing ratios for milieu staff must be based upon the needs of the individuals, and the staff's ability to ensure patient health, safety and well-being. In order to ensure individual safety, areas where individuals congregate, including common areas, group rooms, and classrooms, should always have a minimum of one (1) floating Milieu/Line staff member able to move between common areas to observe individuals at all times, when the space is occupied by individuals. The following Milieu Staff to individual ratio is required for all residential facilities:
 - 3.3.1.2.4.1. A maximum of six (6) individuals to 1 (one) Milieu/Line Staff Member present with individuals, during awake hours, when individuals are not participating in a group or individual session; and
 - 3.3.1.2.4.2. A maximum of 10 individuals to one (1) awake Milieu Staff during overnight hours.
 - 3.3.1.2.5. Temporary staffing shortages are allowable, but not encouraged, while the Contractor actively seeks to fill any open staff positions. Any temporary staffing shortages must be reported to BDAS in the Quarterly Reports, and the Contractor must be actively working to recruit new staff.
- 3.3.1.3. If the selected Vendor believes any of the staffing requirements identified above are inappropriate for the proposed service, and the facility does not meet the staffing requirements, an exemption from the Department may be requested **within 30 days of the contract effective date**. The selected Vendor must provide both clinical and safety justifications for the requested exemption, which must be approved by the Department.
- 3.3.1.4. No Licensed Supervisor shall supervise more than 12 staff unless the Department has approved an alternative supervision plan.
- 3.3.1.5. A Licensed Supervisor must provide ongoing clinical supervision that occurs at regular intervals. Supervision must be documented in all staff members' records, in accordance with the operational requirements specified in Appendix G, Operational Requirements. During supervision topics that should be discussed include evidence based practices, and, at a minimum:



- 3.3.1.5.1. Weekly discussion of cases with suggestions for resources or therapeutic approaches, co-therapy, and periodic assessment of progress; and
 - 3.3.1.5.2. Group supervision to help optimize the learning experience, when enough candidates are under supervision.
- 3.3.2. The selected Vendor(s) must provide training to staff providing SUD services under the contract on the following topics. This must be documented in all staff members' records:
 - 3.3.2.1. Knowledge, skills, values, and ethics with specific application to the practice issues faced by the supervisee;
 - 3.3.2.2. The 12 core functions;
 - 3.3.2.3. The Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice, available at <http://store.samhsa.gov/product/TAP-21-Addiction-Counseling-Competencies/SMA15-4171>; and
 - 3.3.2.4. The standards of practice and ethical conduct, with particular emphasis given to the counselor's role and appropriate responsibilities, professional boundaries, and power dynamics and appropriate information security and confidentiality practices for handling protected health information (PHI) and substance use disorder treatment records as safeguarded by 42 CFR Part 2.
- 3.3.3. The selected Vendor(s) must have all Unlicensed Staff complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice identified above, and information security and confidentiality practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2, within 90 calendar days of hire, or within one (1) year prior to hiring. These courses must be documented in all staff members' records.
- 3.3.4. The selected Vendor(s) must ensure staff receives continuous education in the ever-changing field of substance use disorders, state and federal laws, and rules relating to confidentiality. This education must be documented in all staff members' records.
- 3.3.5. The selected Vendor(s) must provide in-service training to all staff involved in individual care within 15 calendar days of the contract effective date or the staff member's start date, if the staff member started work after the contract effective date. This training must also be done annually thereafter. Documentation of the trainings must be recorded in all staff members' records. The trainings must be on the following:
 - 3.3.5.1. The contract requirements.
 - 3.3.5.2. All other relevant policies and procedures provided by the Department.



- 3.3.5.3. Hepatitis C (HCV), human immunodeficiency virus (HIV), tuberculosis (TB) and sexually transmitted diseases (STDs), annually. The selected Vendor(s) must provide the Department with a list of trained staff.
- 3.3.6. The selected Vendor(s) must notify the Department, in writing, of changes in key personnel and provide, within five (5) working days, updated resumes that clearly indicate any new staff members who are employed by the Contractor. Key personnel are those staff for whom at least 10% of their work time is spent providing substance use disorder treatment and/or recovery support services.
- 3.3.7. The selected Vendor(s) must notify the Department, in writing, within one (1) month of hire, when a new administrator or coordinator or any staff person essential to carrying out this scope of services is hired to work in the program. The selected Vendor(s) must provide a copy of the resume of the employee, which clearly indicates the staff member is employed by the selected Vendor(s), with the notification.
- 3.3.8. The selected Vendor(s) must notify the Department in writing within 14 calendar days, when there is not sufficient staffing to perform all required services for more than one (1) month.
- 3.3.9. The selected Vendor(s) must have policies and procedures related to student interns to address minimum coursework, experience, and core competencies for those interns having direct contact with individuals served by this contract. Additionally, the selected Vendor(s) must have student interns complete an approved ethics course and an approved course on the 12 core functions and the Addiction Counseling Competencies: The Knowledge, Skills, and Attitudes of Professional Practice identified above, and appropriate information security and confidentiality practices for handling PHI and substance use disorder treatment records as safeguarded by 42 CFR Part 2, prior to beginning their internship.

Q6 *Provide your proposed staffing and staff retention plan to perform all requirements included in this RFP. Include an organizational chart, resumes for all key personnel, and job descriptions for vacant clinical positions. Describe how you will ensure client safety, continuity of services and mitigate any gaps in services.*

3.4. Web Information Technology System

- 3.4.1. The selected Vendor(s) must use the Web Information Technology System (WITS) to record contact with individuals within three (3) calendar days following the activity. The selected Vendor(s) must utilize the WITS to record all BDAS individual activities, including, but not limited to:
 - 3.4.1.1. Determining individual eligibility.
 - 3.4.1.2. Reporting all data that is used to calculate and analyze National Outcome Measures.
 - 3.4.1.3. Providing the Department data for services performed under the resulting contract as required by the Department to authorize payment.



- 3.4.1.4. Providing other information as required by the Department.
- 3.4.2. The selected vendor(s) must, before providing services, provide the client with the WITS Information Acknowledgement and obtain the client's signature on that format the time of admission to treatment.
- 3.4.3. Any individual refusing to sign the WITS Information Acknowledgement, shall not be entered into WITS.
 - 3.4.3.1. The selected Vendor(s) must contact the Department to establish alternative reporting and billing procedures.
 - 3.4.3.2. Selected Vendor(s) may not refuse treatment if an individual refuses to sign the WITS Acknowledgement, despite not being able to enter that individual into WITS. The selected Vendor(s) must establish a policy to document individual activity elsewhere.
 - 3.4.3.3. The selected Vendor(s) must agree to the Information Security Requirements in Appendix A.
- 3.4.4. WITS shall only be used for individuals who are in a program that is funded by or under the oversight of the Department. The selected Vendor(s) may use WITS to enter information for non-BDAS individuals, as approved by the Department, if the selected Vendor was utilizing the information technology system prior to contract year 2019 and does not have an alternative electronic health record available for use. The selected Vendor shall cease utilizing WITS if an individual obtains another funding source while in treatment, unless otherwise approved by the Department. Individuals who are in a program that is funded by or under the oversight of the Department include:
 - 3.4.4.1. Individuals receiving BDAS-funded SUD treatment services;
 - 3.4.4.2. Individuals receiving services from Impaired Driver Care Management Programs (IDCMP); and
 - 3.4.4.3. Individuals receiving services from Impaired Driver Service Providers (IDSP), regardless of funding source.
- 3.4.5. In addition to using WITS, the selected Vendor(s) may use their own electronic health record upon approval by the Department, only if the Department has access to the EHR, to record and track other data not collected in WITS.
- 3.4.6. The selected Vendor(s) must record in WITS that an individual has been discharged when the individual has completed a treatment episode.
- 3.4.7. When using WITS, the selected Vendor(s) must follow all the instructions and requirements in the most current WITS User Guide provided by the Department.

Q7 *What is your capacity to provide all the services outlined in this RFP?*

Q8 *Provide your sustainability plan that ensures program continuity of services beyond funding through the awarded contract.*

3.5. Reporting Requirements



- 3.5.1. The selected Vendor(s) must report individual demographic data in the information technology system for all BDAS-funded individuals as specified in the current User Guide provided by the Department.
- 3.5.2. The selected Vendor(s) must report individual National Outcome Measures (NOMS) data in the information technology system for:
 - 3.5.2.1. 100% of all individuals at admission.
 - 3.5.2.2. 100% of all individuals who are discharged.
- 3.5.3. The selected Vendor(s) must report all data in the information technology system *necessary for calculation* of the following performance measures as specified in the User Guide:
 - 3.5.3.1. Initiation: Percentage of individuals accessing services within 14 calendar days of screening;
 - 3.5.3.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 calendar days of screening;
 - 3.5.3.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 calendar days of screening;
 - 3.5.3.4. Treatment completion: Percentage of individuals completing treatment; and
 - 3.5.3.5. The following National Outcome Measures (NOMS):
 - 3.5.3.5.1. Reduction in/no change in the frequency of both alcohol and other drug substance use at discharge compared date of first service;
 - 3.5.3.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service;
 - 3.5.3.5.3. Reduction in/no change in number of individuals arrested in past 30 calendar days from date of first service to date of last service;
 - 3.5.3.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
 - 3.5.3.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.
- 3.5.4. The selected Vendor(s) must report all other data as specified in the User Guide to support the Department's analysis and reporting on demographics, performance, services and other factors as determined by the Department. This reporting shall be done in a format specified by the Department.
- 3.5.5. Monthly contract compliance reporting shall be completed no later than the 10th day of the month following the reporting month. Data reports will be shared with the selected Vendor. Reporting shall be done in a manner required by the Department.



- 3.5.6. Quarterly contract compliance reporting shall be completed by the selected Vendor no later than the 10th day of the following quarter in a manner required by the Department.
- 3.5.7. The selected Vendor(s) must report all critical incidents to the Department in writing as soon as possible and no more than 24 hours following the incident. The selected Vendor(s) must agree that:
 - 3.5.7.1. "Critical incident" means any actual or alleged event or situation that creates a significant risk of substantial or serious harm to physical or mental health, safety, or well- being, including but not limited to:
 - 3.5.7.1.1. Abuse;
 - 3.5.7.1.2. Neglect;
 - 3.5.7.1.3. Exploitation;
 - 3.5.7.1.4. Rights violation;
 - 3.5.7.1.5. Missing person;
 - 3.5.7.1.6. Medical emergency;
 - 3.5.7.1.7. Restraint; or
 - 3.5.7.1.8. Medical error.
- 3.5.8. The selected Vendor(s) must notify the Bureau in writing of all contact with law enforcement as soon as possible and no more than 24 hours following the incident;
- 3.5.9. The selected Vendor(s) must notify the Bureau in writing of all media contacts as soon as possible and no more than 24 hours following the incident; and
- 3.5.10. The selected Vendor(s) must report sentinel events in accordance with the Department's Sentinel Even Reporting guidance available at <https://www.dhhs.nh.gov/bqai/hsa.htm>.

3.6. Performance Measures

- 3.6.1. Contract performance shall be measured as described below to evaluate service quality and efficacy in mitigating negative impacts of substance misuse, including but not limited to, the opioid epidemic and associated overdoses.
- 3.6.2. The following performance measures will be used by the Department to evaluate selected Vendor performance:
 - 3.6.2.1. Initiation: Percentage of individuals accessing services within 14 calendar days of screening;
 - 3.6.2.2. Engagement: Percentage of individuals receiving three (3) or more eligible services within 34 calendar days of screening;
 - 3.6.2.3. Retention: Percentage of individuals receiving six (6) or more eligible services within 60 calendar days of screening;
 - 3.6.2.4. Treatment completion: Percentage of individuals completing treatment; and



- 3.6.2.5. National Outcome Measures (NOMS) The percentage of individuals out of all individuals discharged improved in at least three (3) out of five (5) NOMS outcome criteria:
 - 3.6.2.5.1. Reduction in/no change in the frequency of both alcohol and other substance use at discharge compared to the period of seven (7) calendar days before and the date of first service during an episode of care (or previous episode of care for individuals referred for services from a different BDAS contracted SUD treatment provider).
 - 3.6.2.5.2. Increase in/no change in number of individuals employed or in school on the date of last service compared to first service.
 - 3.6.2.5.3. Reduction in/no change in number of individuals arrested in past 30 calendar days from date of first service to date of last service.
 - 3.6.2.5.4. Increase in/no change in number of individuals that have stable housing at last service compared to first service.
 - 3.6.2.5.5. Increase in/no change in number of individuals participating in community support services at last service compared to first service.
- 3.6.3. At a minimum, the selected Vendor(s) shall meet or exceed baseline performance. The Department intends to set minimum performance improvement requirements for the selected Vendor(s). As part of setting these improvement targets, the Department seeks to actively and regularly collaborate with the selected Vendor(s) to develop a performance improvement structure that will enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 3.6.4. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, the selected Vendor(s) must collect and share data with the Department in a format specified by the Department.
- 3.6.5. The selected Vendor(s) must participate in all quality improvement activities to ensure the standard of care for individuals, as requested by the Department, such as, but not limited to:
 - 3.6.5.1. Participation in electronic and in-person individual record reviews.
 - 3.6.5.2. Participation in **site** visits, as well as clinical and financial audits.
 - 3.6.5.3. Participation in **training** and technical assistance activities as directed by the Department.
- 3.6.6. The selected Vendor(s) must monitor and manage the utilization levels of care and service array to ensure services are offered through the term of the contract to:
 - 3.6.6.1. Maintain a consistent service capacity for substance use disorder treatment and recovery support services statewide by monitoring



capacity, such as staffing and other resources, to consistently and evenly deliver these services.

3.7. Compliance

3.7.1. Facilities License

- 3.7.1.1. The selected Vendor(s) must be licensed for ASAM Level 3.7-WM services, provided with the Department's Health Facilities Administration.
- 3.7.1.2. The selected Vendor(s) must comply with the additional licensing requirements for medically monitored intensive inpatient services by the Department's Bureau of Health Facilities Administration to meet higher facilities licensure standards.
- 3.7.1.3. The selected Vendor(s) must ensure facilities where services are provided meet all the applicable laws, rules, policies, and standards.
- 3.7.2. Contractor(s) must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 3.7.3. The selected Contractor must meet all information security and privacy requirements as set by the Department, including but not limited to compliance with Exhibit I, Business Associate Agreement and Exhibit K, DHHS Information Security Requirements.
- 3.7.4. The selected Contractor must maintain the following records during the resulting contract term, where appropriate, and as prescribed by the Department:
 - 3.7.4.1. 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.
 - 3.7.4.2. 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.
 - 3.7.4.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.



- 3.7.4.4. Medical records on each patient/recipient of services.
- 3.7.4.5. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives, shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

3.7.5. Credits and Copyright Ownership

- 3.7.5.1. If a Contractor wishes to publicly reference or market their use of American Society of Addiction Medicine (ASAM) criteria, or utilize language related to American Society of Addiction Medicine levels of care in promotion or marketing of their services, Contractor must agree to sign and have in effect, the End User License Agreement with the State of New Hampshire prior to publicly referencing or marketing their services as such. Contractors will agree to comply with the terms of the end user license agreement, see Appendix F, Sample ASAM End User License Agreement, or they shall not be permitted to publicly reference or market their use of anything related to American Society of Addiction Medicine. Sample End User License Agreement is attached as Appendix F.
- 3.7.5.2. 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*."
- 3.7.5.3. All written, video and audio materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 3.7.5.4. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.7.5.4.1. Brochures.



- 3.7.5.4.2. Resource directories.
- 3.7.5.4.3. Protocols.
- 3.7.5.4.4. Guidelines.
- 3.7.5.4.5. Posters.
- 3.7.5.4.6. Reports.

3.7.5.5. The selected Contractor(s) shall not reproduce any materials produced under the contract without prior written approval from the Department.

3.7.6. Culturally and Linguistically Appropriate Services

3.7.6.1. The Department is committed to reducing health disparities in New Hampshire and recognizes that culture and language can have a considerable impact on how individuals access and respond to health and human services. Culturally and linguistically diverse populations experience barriers in their efforts to access services. As a result, 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.

3.7.6.2. 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.

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

3.7.6.4. 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.



- 3.7.6.5. Contractors are expected to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered, in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 3.7.6.6. Successful Contractors will be:
 - 3.7.6.6.1. 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) business days of the date the contract is approved by Governor and Council; and
 - 3.7.6.6.2. 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.
- 3.7.6.7. 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:
 - 3.7.6.7.1. 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);
 - 3.7.6.7.2. The frequency with which LEP individuals come in contact with the program, activity or service;
 - 3.7.6.7.3. The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service; and
 - 3.7.6.7.4. The resources available to the organization to provide language assistance.
- 3.7.6.8. **Contractors are required to complete the TWO (2) steps listed in the Appendix C to this RFP, as part of their Proposal.** Completion of these two items is required not only because the provision of language and/or communication assistance is a longstanding requirement under the Federal civil rights laws, but also because consideration of all the required factors will help inform Vendors' program design, which in turn, will allow Vendors to put forth the best possible Proposal.
- 3.7.6.9. For guidance on completing the two steps in Appendix C, please refer to Proposer's Reference for Completing the CLAS Section of



the RFP, which is posted on the Department's website.
<http://www.dhhs.nh.gov/business/forms.htm>.

3.7.7. Audit Requirements

3.7.7.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if **any** of the following conditions exist:

3.7.7.1.1. 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.

3.7.7.1.2. 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.

3.7.7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

3.7.7.2. 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 calendar 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.

3.7.7.3. If Condition B or Condition C exists, the Contractor shall submit an annual **financial audit** performed by an independent CPA within 120 calendar days after the close of the Contractor's fiscal year.

3.7.7.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

3.7.7.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

3.8. Contract Monitoring Provisions

3.8.1. All Vendors must complete Appendix B, Contract Monitoring Provisions.

3.8.2. The Department will use Vendor responses to conduct a risk assessment to determine if enhanced contract monitoring is necessary if the Vendor is



awarded a contract. The risk assessment will not be used to disqualify or score Proposals.

4. FINANCE

4.1. Financial Standards

- 4.1.1. The Department anticipates using Federal 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 requirements in the Catalog of Federal Domestic Assistance (CFDA) # 93.959, U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, American Rescue Plan Act (ARPA), or the requirements of the selected funding source.
- 4.1.2. Total funding for all resulting contracts is anticipated to be available in the amount of approximately \$500,015.
- 4.1.3. The selected Vendor(s) agree to bill and seek reimbursement for services provided to individuals pursuant to a contract resulting from a successful proposal to this solicitation as follows:
 - 4.1.3.1. For Medicaid enrolled individuals through the Department’s Medicaid or Medicare Fee for Service program in accordance with the current, publically posted Fee for Service (FFS) schedule located at [https://nhmmis.nh.gov/portals/wps/wcm/connect/f1e0af804d28108da79ae743404d4a9b/NHCSR-OMBP-2-Fee+Schedules-\(SUD+Posting\)-Attachment1-20200306.pdf?MOD=AJPERES](https://nhmmis.nh.gov/portals/wps/wcm/connect/f1e0af804d28108da79ae743404d4a9b/NHCSR-OMBP-2-Fee+Schedules-(SUD+Posting)-Attachment1-20200306.pdf?MOD=AJPERES).
 - 4.1.3.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor’s agreement with the applicable Managed Care Organization for such services.
 - 4.1.3.3. For individuals whose private insurer will not remit payment for the full amount, the Contractor shall bill the individual based on the sliding fee scale below.

Percentage of Individual’s income of the Federal Poverty Level (FPL)	Percentage of Contract Rate to Charge the Individual
0%-138%	0%
139%-149%	8%
150%-199%	12%
200%-249%	25%
250%-299%	40%
300%-349%	57%
350%-399%	77%



- 4.1.3.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in approved budgets for which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor shall directly bill the Department to access funds in this Agreement.
- 4.1.3.5. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs, must include general ledger detail indicating the invoice is only for net expenses.

4.1.4. Additional Billing/Reporting Requirements

- 4.1.4.1. Selected Vendor(s) must maintain documentation that includes, but is not limited to:
 - 4.1.4.1.1. Medicaid and/or Medicare ID of the individual receiving services.
 - 4.1.4.1.2. Medical or WITS ID of the individual receiving services, if applicable.
 - 4.1.4.1.3. Date range of stay per individual for which expenses apply.
 - 4.1.4.1.4. Level of Care for which the individual received services for the identified date range.
- 4.1.4.2. Selected Vendor(s) must submit supporting back up documentation with their invoices which includes, but is not limited to:
 - 4.1.4.2.1. General Ledger showing revenue and expenses for the contract.
 - 4.1.4.2.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract, or attestations as applicable.
 - 4.1.4.2.3. Receipts for expenses within the applicable state fiscal year.
 - 4.1.4.2.4. Cost center reports.
 - 4.1.4.2.5. Profit and loss reports.

5. PROPOSAL EVALUATION

5.1. Technical Proposal Evaluation

- 5.1.1. The Department will use a scoring scale of **280 points** for the Technical Proposal. Vendors must obtain a **minimum score of 134 Technical Proposal Points** in order to be considered for an award. If a Vendor does not meet the minimum technical proposal score of 134, the Vendor's cost proposal will not be considered.



5.1.2. The Department will select a Vendor based upon the criteria and standards contained in this RFP and applying the points set forth below.

5.1.2.1. Questions will be scored using the following scoring method:

TOPIC	POINT VALUE
Experience (Q1)	50 Points
Service Provision Plan (Q2 a <u>or</u> b)	50 Points
Number Served (Q3)	20 Points
Use of ASAM Criteria (Q4)	20 Points
Sample Evaluation (Q5)	30 Points
Staffing Plan (Q6)	30 Points
Capacity (Q7)	30 Points
Sustainability Plan (Q8)	50 Points
Total	280 Points

5.1.2.2. A team of qualified individuals will review applications and assign scores based on the applicable criteria. Scores will be ranked highest to lowest.

5.1.2.3. Each set of responses to questions will result in a stand-alone score.

5.1.2.4. Each question will be scored based on the following scoring matrix.

Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	CRITERIA
0-12	0-12	0-5	0-5	0-7	0-7	0-7	0-12	Does not demonstrate what is asked in related question; lacks detail in description; information does not pertain to the question asked.
13-24	13-24	6-10	6-10	8-14	8-14	8-14	13-24	Somewhat demonstrates what is asked in related question; contains minimal details in description; information provided reflects and addresses the question asked.
25-36	25-36	11-15	11-15	15-21	15-21	15-21	25-36	Mostly demonstrates what is asked in related question; sufficient details are provided; information provided clearly pertains to the question asked.
37-50	37-50	16-20	16-20	22-30	22-30	22-30	37-50	Completely demonstrates what is asked in related question; detailed and clearly expressed; information



								provided fully addresses the question asked.
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5.2. Cost Proposal – Budget, Staff List, and Budget Narrative

5.2.1. Proposers must complete Appendix D Budget Sheet and Appendix E, Program Staff List for each State Fiscal Year (July 1 through June 30). This is not a low cost award. Proposers must:

5.2.1.1. Provide a detailed budget (Appendix D Budget Sheet) that includes all projected funding sources and a detailed description of how Contract Funds will be used to support non-billable Medicaid services and services provided to uninsured individuals.

5.2.1.1.1. **Budgets must reflect of a minimum of \$50,000.** More information regarding allowable expenses can be found online at : https://www.samhsa.gov/sites/default/files/grants/oppi_fy2020-2021_sabqfundingagreements_091718_final.pdf

5.2.1.2. Ensure detailed descriptions are listed separately by Program.

5.2.2. Proposers must provide a Budget Narrative that explains the specific line item costs included in the Appendix D Budget Sheet and their direct relationship to meeting the objectives of the RFP. The Budget Narrative must explain how each position included in Appendix E, Program Staff List pertains to the proposal and what activities they will perform.

5.2.3. Proposers must comply with the funding requirements of the CFDA identified in Section 4.1.1. The budget proposal submitted in response to this RFP must only include allowable expenses that are directly related to service delivery.

5.2.4. A maximum of **100 Points** will be allotted to Cost Proposals which must include a Budget Sheet, Program Staff List and Budget Narrative as follows:

5.2.4.1. Budget (Appendix D)	70 Points
5.2.4.2. Program Staff List (Appendix E)	30 Points
Total Cost Proposal Points Available	100 Points
Total Technical Proposal Points Available	280 Points
<u>Maximum Possible Score</u>	<u>380 Points</u>

5.2.5. The Budget Sheet has a maximum 70-point value. **Vendors must meet the minimum threshold of 21 points** for the Budget Sheet in order to be considered for an award. Scoring will be based on the following criteria:

Budget Sheet – 70 Points (21 Point Minimum)	
Score	Criteria
0-20	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.
21-48	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.
49-70	Costs relative to outcomes are adequate and meet the objectives of RFP
	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.

5.2.5.1. The Program Staff List has a maximum 30-point value. Vendors must meet the minimum threshold of 15 points for the Program Staff List in order to be considered for an award. Scoring will be based on the following criteria:

Program Staff List – 30 Points (15-Point Minimum)	
Score	Criteria
0-9	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.
	The staffing costs do not represent significant value relative to anticipated outcomes.
10-21	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
22-30	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.

6. PROPOSAL PROCESS

6.1. Contact Information – Sole Point of Contact

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

State of New Hampshire
 Department of Health and Human Services
 Shannon Judd, Contract Specialist
 Bureau of Contracts & Procurements
 129 Pleasant Street
 Concord, New Hampshire 03301
 Email: Shannon.y.judd@dhhs.nh.gov
 Phone: 603-271-9685

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

6.2. Procurement Timetable

<u>Procurement Timetable</u>		
(All times are according to Eastern Time. The Department reserves the right to modify these dates at its sole discretion.)		
Item	Action	Date
1.	Release RFP	June 14, 2022
2.	Letter of Intent Submission Deadline [OPTIONAL]	June 20, 2022



3.	RFP Questions Submission Deadline	June 24, 2022 12:00 PM
4.	Department Response to Questions Published	July 8, 2022
5.	Proposal Submission Deadline	July 15, 2022 12:00 PM

6.3. Letter of Intent

- 6.3.1. A Letter of Intent to submit a Proposal in response to this is optional.
- 6.3.2. Receipt of the Letter of Intent by Department will be required to receive any correspondence regarding this RFP; any RFP amendments, in the event such are produced; or any further materials on this project, including electronic files containing tables required for response to this RFP; any addenda; corrections; schedule modifications; or notifications regarding any informational meetings for Vendors; or responses to comments; or questions.
- 6.3.3. The Letter of Intent must be transmitted by email to the Contract Specialist identified in Subsection 6.1.
- 6.3.4. The Proposer is responsible for successful email transmission. The Letter of Intent must include the name, telephone number, mailing address, and email address of the Vendor’s designated contact. The Department will provide confirmation of receipt of the Letter of Intent if the name and email address of the person to receive such confirmation is provided by the Vendor.
- 6.3.5. Notwithstanding the Letter of Intent, Vendors remain responsible for reviewing the most updated information related to this RFP before submitting a proposal.

6.4. Questions and Answers

6.4.1. Proposers’ Questions

- 6.4.1.1. All questions about this RFP including, but not limited to, requests for clarification, additional information or any changes to the RFP must be made in writing, by email only, citing the RFP page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 6.1.
- 6.4.1.2. 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.
- 6.4.1.3. The Department will not acknowledge receipt of questions.
- 6.4.1.4. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 6.4.1.5. Questions must be received by the Department by the deadline given in Subsection 6.2, Procurement Timetable.



6.4.2. Department Answers

The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 6.2, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at <https://www.dhhs.nh.gov/doing-business-dhhs/contracts-procurement-opportunities>. Vendors will be sent an email to the contact identified in the Letters of Intent indicating that the Questions and Answers have been posted on the Department's website. This date may be subject to change at the Department's discretion.

6.5. Exceptions

- 6.5.1. The Department will require the successful Proposer to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the RFP Question Period in Subsection 6.2. Proposers may not request exceptions to the Scope of Services or any other sections of this RFP.
- 6.5.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.
- 6.5.3. Any exceptions to the standard form contract and exhibits that are not raised by a Proposer during the RFP 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.

6.6. RFP Amendment

The Department reserves the right to amend this RFP, as it deems appropriate prior to the Proposal Submission Deadline on its own initiative or in response to issues raised through Proposer questions. In the event of an amendment to the RFP, the Department, at its sole discretion, may extend the Proposal Submission Deadline. Proposers who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the Department's website.

6.7. Proposal Submission

- 6.7.1. Proposals must be submitted electronically to contracts@dhhs.nh.gov and the Contract Specialist at the email address specified in Subsection 6.1.
 - 6.7.1.1. The subject line must include the following information: **RFP-2023-BDAS-04-MEDIC** (email xx of xx).
 - 6.7.1.2. The maximum size of file attachments per email is 10 MB. Proposals with file attachments exceeding 10 MB must be submitted via multiple emails.
- 6.7.2. The Department must receive the Proposal by the time and date specified in the Procurement Timetable in Section 6, and in the manner specified, or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.



- 6.7.3. The Department will conduct an initial screening step to verify Proposer compliance with the submissions requirements of this RFP. The Department may waive or offer a limited opportunity for a Proposer to cure immaterial deviations from the RFP requirements if it is deemed to be in the best interest of the Department.
- 6.7.4. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of the Proposals shall be at the Proposer's expense.

6.8. Non-Collusion

The Proposer's required signature on the Transmittal Cover Letter for a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Vendors and without effort to preclude the Department from obtaining the best possible competitive proposal.

6.9. Collaborative Proposals

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

6.10. Validity of Proposals

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

6.11. Property of Department

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

6.12. Proposal Withdrawal

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

6.13. Public Disclosure

- 6.13.1. Pursuant to RSA 21-G: 37, the content of responses to this RFP must remain confidential until the Governor and Executive Council have awarded a contract. At the time of receipt of Proposals, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this RFP, the Department will post the name, rank or score of each Proposer. The Proposer's disclosure or distribution of the contents of its Proposal, other than to the Department, will be grounds for disqualification at the Department's sole discretion.
- 6.13.2. The content of each Proposal and addenda thereto will become public information once the Governor and Executive Council have approved a



contract. Any information submitted as part of a Proposal in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

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

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

6.14. Non-Commitment

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

6.15. Liability

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

6.16. Request for Additional Information or Materials

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

6.17. Oral Presentations and Discussions



The Department reserves the right to require some or all Proposers to make oral presentations of their Proposal. The purpose of the oral presentation is to clarify and expound upon information provided in the written Proposal. Proposers are prohibited from altering the original substance of their Proposals 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 Proposer.

6.18. Successful Proposer Notice and Contract Negotiations

6.18.1. If a Proposer 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 Proposer(s), all submitted Proposals remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Proposer(s), the evaluation team may recommend another Proposer(s). The Department will not contact Proposer(s) that are not initially selected to enter into contract negotiations.

6.19. Scope of Award and Contract Award Notice

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

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

6.20. Site Visits

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

6.21. Protest of Intended Award

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

6.22. Contingency

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

6.23. Ethical Requirements



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

7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

- 7.1.1.1. Acceptable Proposals must offer the service identified in Section 3 - Statement of Work.
- 7.1.1.2. Proposals must be submitted electronically as specified in Subsection 6.7.
- 7.1.1.3. Proposers must submit a separate electronic document for the Technical Proposal and a separate electronic document for the Cost Proposal.

7.2. Outline and Detail

7.2.1. Proposal Contents – Outline

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

7.2.2. Technical Proposal Contents – The Transmittal Cover Letter must:

- 7.2.2.1. Be on the Proposer's company letterhead.
- 7.2.2.2. Be signed by an individual who is authorized to bind the company to all statements, including services and prices contained in the Proposal.
- 7.2.2.3. Contain the following:
 - 7.2.2.3.1. Identify the submitting organization;
 - 7.2.2.3.2. Identify the name, title, mailing address, telephone number, and email address of the person authorized by the organization to contractually obligate the organization;
 - 7.2.2.3.3. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;



- 7.2.2.3.4. Identify the name, title, telephone number, and email address of the person who will serve as the Vendor's representative for all matters relating to the RFP;
- 7.2.2.3.5. Acknowledge that the Proposer has read this RFP, understands it, and agrees to be bound by its requirements;
- 7.2.2.3.6. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications;
- 7.2.2.3.7. Confirm that Appendix A P-37 General Provisions and Standard Exhibits has been read and is understood;
- 7.2.2.3.8. Explicitly state that the Proposal is valid for one hundred and eighty (180) calendar days following the deadline for submission in the Procurement Timetable above in Subsection 6.2, or until the Effective Date of any resulting Contract, whichever is later; and
- 7.2.2.3.9. Include the date that the Proposal was submitted.

7.2.3. Table of Contents

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

7.2.4. Executive Summary. A Proposer must submit an executive summary to:

- 7.2.4.1. Provide the Department with an overview of the organization and what the Vendor intends to provide;
- 7.2.4.2. Demonstrate an understanding of the services requested in this RFP, and any problems anticipated in accomplishing the work;
- 7.2.4.3. Demonstrate the overall design of the project in response to achieving the deliverables as defined in this RFP; and
- 7.2.4.4. Demonstrate familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.

7.2.5. Proposal Narrative, Project Approach, and Technical Response

- 7.2.5.1. Responses must address the questions in sequential order citing the relevant section.

7.2.6. Description of Organization

- 7.2.6.1. Proposers must include in their Proposal a summary of the company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP. At a minimum, the description must include:
 - 7.2.6.1.1. General company overview;
 - 7.2.6.1.2. Ownership and subsidiaries;



- 7.2.6.1.3. Company background and primary lines of business;
 - 7.2.6.1.4. Number of employees;
 - 7.2.6.1.5. Headquarters and satellite locations;
 - 7.2.6.1.6. Current project commitments;
 - 7.2.6.1.7. Major government and private sector clients;
 - 7.2.6.1.8. Mission Statement;
 - 7.2.6.1.9. The programs and activities of the company;
 - 7.2.6.1.10. The number of people served;
 - 7.2.6.1.11. Company accomplishments;
 - 7.2.6.1.12. Reasons the company is capable of effectively completing the services outlined in the RFP; and
 - 7.2.6.1.13. All strengths considered to be assets to the company.
- 7.2.6.2. The Proposer should demonstrate the length, depth, and applicability of all prior experience in providing the requested services as well as the skill and experience of staff.
- 7.2.7. **Resume** of those key personnel who would be primarily responsible for meeting the terms and conditions of any agreement resulting from this RFP.
- 7.2.8. **Proposer's References**
- 7.2.8.1. The Proposer must submit three (3) written references from individuals or organizations who have knowledge of the Proposer's capability to deliver services applicable to this solicitation. A current Department employee will not be considered a valid reference.
 - 7.2.8.2. Each written reference must include current contact information, a description of work performed, quality of work, and dates of performance.
 - 7.2.8.3. The Department may contact a reference to clarify any information.
- 7.2.9. **Subcontractor Letters of Commitment (if applicable)**
- The Proposer shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Proposer and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the Department. All selected Contractor(s) that indicate an intention to subcontract must submit a subcontractor's letter of commitment to the Department no later than thirty (30) calendar days from the contract effective date. The Department will approve or reject subcontractors for this project and require the Contractor to replace subcontractors found to be unacceptable.
- 7.2.10. **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.

7.2.11. Affiliations – Conflict of Interest

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

7.2.12. Required Attachments

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

7.2.12.1.1. Answers to questions in Section 3.

7.2.12.1.2. Appendix C, CLAS Requirements.

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

7.2.12.2.1. Appendix B, Contract Monitoring Provisions.

7.2.12.2.2. Appendix D, Budget.

7.2.12.2.3. Appendix E, Program Staff List.

7.2.12.2.4. Budget Narrative.

8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Liquidated Damages, Forms

8.1.1. Contract Terms and Conditions

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

8.1.2. Liquidated Damages

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

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



liquidated damages may be determined as part of the contract specifications.

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

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

9. ADDITIONAL INFORMATION

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

9.2. Appendix B – Contract Monitoring Provisions

9.3. Appendix C – CLAS Requirements

9.4. Appendix D – Budget Sheet

9.5. Appendix E – Program Staff List

9.6. Appendix F – Sample ASAM End User License Agreement

9.7. Appendix G – Operational Requirements