



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

**REQUEST FOR PROPOSALS  
RFP-2023-BMHS-01-READI**

**FOR**

**Readiness Study for  
Certified Community Behavioral Health Clinics (CCBHC)**

**March 7, 2022**



## TABLE OF CONTENTS

<b>1. INTRODUCTION</b>	<b>3</b>
1.1. Purpose and Overview	3
1.2. Contract Period	4
<b>2. BACKGROUND</b>	<b>5</b>
2.1. New Hampshire Department of Health and Human Services, Division for Behavioral Health	5
2.2. Background	5
<b>3. STATEMENT OF WORK</b>	<b>6</b>
3.1. Scope of Services	6
3.2. Reporting Requirements	11
3.3. Performance Measures	13
3.4. Compliance	14
3.5. Contract Monitoring Provisions	17
<b>4. FINANCE</b>	<b>17</b>
4.1. Financial Standards	17
4.2. Task Deliverable Budget Worksheet, Staff List, and Task Deliverables Narrative	17
<b>5. PROPOSAL EVALUATION</b>	<b>18</b>
5.1. Selection	19
5.2. Technical Proposal	19
5.3. Cost Proposal	19
<b>6. PROPOSAL PROCESS</b>	<b>19</b>
<b>7. PROPOSAL OUTLINE AND REQUIREMENTS</b>	<b>26</b>
7.1. Presentation and Identification	26
7.2. Outline and Detail	27
<b>8. MANDATORY BUSINESS SPECIFICATIONS</b>	<b>30</b>
<b>9. ADDITIONAL INFORMATION</b>	<b>31</b>
9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits	31
9.2. Appendix B – Contract Monitoring Provisions	31
9.3. Appendix C – CLAS Requirements	31
9.4. Appendix D – Budget Sheet	31
9.5. Appendix E – Program Staff List	31



## 1. INTRODUCTION

### 1.1. Purpose and Overview

This Request for Proposals (RFP) is published to solicit proposals for the provision of comprehensive consultation, analyses, design and support services in order to enable the New Hampshire Department of Health and Human Services (Department or DHHS) to study the readiness, capability, and cost-effectiveness of implementing a Certified Community Behavioral Health Clinic (CCBHC) model of service across the New Hampshire (NH) community mental health and substance use disorder treatment systems in accordance with:

- H.R.4302 – [Protecting Access to Medicare Act of 2014](#) (PAMA); and
- [CCBHC criteria](#) as defined by the Substance Abuse and Mental Health Services Administration (SAMHSA).

The Department envisions a two (2) phased project approach as follows:

- **Phase 1**, up to 9 months in Year 1 – NH Service System Analyses
  - *Contingent upon outcomes of Phase 1, indicating the Department's capability and capacity to implement and the cost-effectiveness of implementing, a CCBHC model of service across the NH community mental health and substance use disorder treatment systems, the Department may opt to move forward with Phase 2, CCBHC Implementation Plan Development, through a one (1) year renewal option.*
- **Phase 2**, Year 2 – CCBHC Implementation Plan Development

The Department is seeking one (1) vendor with the skills, knowledge, and experience to complete both phases of the project. Qualified vendors must have:

Experience:

- Assessing and successfully supporting the implementation of the CCBHC model in a minimum of two (2) other states.
- Advancing the integration of behavioral health.
- Conducting comprehensive analyses of behavioral health service systems.

Understanding of:

- NH DHHS 10-Year Mental Health Plan and associated implementation activities;
- Services and programs required under NH Administrative Rule, Chapter He-M, 400 Community Mental Health, PART 426, Community Mental Health Services;

**New Hampshire Department of Health and Human Services**  
Readiness Study for Certified Community Behavioral Health Clinics  
(CCBHC)



- The NH Governor's Commission on Alcohol and Other Drugs Action Plan and associated activities; and
- Services and programs within the NH Substance Use Disorder Continuum of Care System.

The Department anticipates awarding one (1) contract for the services in this RFP.

**1.2. Contract Period**

The Contract resulting from this RFP is anticipated to be effective July 1, 2022, or upon Governor and Executive Council approval, whichever is later through June 30, 2023.

The Department may extend contracted services for up to one (1) additional year, contingent upon satisfactory Contractor performance, continued funding, and Governor and Executive Council approval.



## **2. BACKGROUND**

### **2.1. New Hampshire Department of Health and Human Services, Division for Behavioral Health**

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

The Bureau of Mental Health Services and the Bureau for Children’s Behavioral Health, within the Division for Behavioral Health (DBH), oversee community mental health care at 10 regional community mental health centers that provide comprehensive services to people with serious emotional disturbances and serious mental illnesses. In addition, the Bureau of Drug and Alcohol Services, also a part of the Division for Behavioral Health (DBH), oversees substance use disorder (SUD) treatment in a network of community-based outpatient and residential programs. Many of these centers currently provide some level of integrated primary care.

### **2.2. Background**

The Department is interested in studying the readiness, capability, and cost-effectiveness of implementing a Certified Community Behavioral Health Clinic (CCBHC) model of service across the NH community mental health and SUD treatment systems in order to continue and expand access to evidence-based behavioral health care integrated with physical health care to improve the quality of care and enhance outcomes for people with serious behavioral health conditions.



### 3. STATEMENT OF WORK

#### 3.1. Scope of Services

##### 3.1.1. Phase 1 Scope of Services: Service System Analyses

3.1.1.1. The selected Vendor must collaborate with the Department to conduct comprehensive analyses of the existing state and community mental health and SUD treatment provider systems to determine what steps will need to be taken in order to meet required SAMHSA criteria for CCBHCs. The selected Applicant must conduct analyses of program requirements including, but not limited to:

- 3.1.1.1.1. Staffing;
- 3.1.1.1.2. Availability and accessibility of services;
- 3.1.1.1.3. Care coordination;
- 3.1.1.1.4. Scope of services;
- 3.1.1.1.5. Quality and other reporting; and
- 3.1.1.1.6. Organizational authority, governance and accreditation.

**Q1** *Describe, in detail your experience advancing the integration of behavioral health with physical health care in behavioral health care settings; helping states assimilate and utilize evidence-based practices for behavioral healthcare; and promoting improved access to high-quality care.*

**Q2** *Demonstrate your experience supporting states with self-evaluation, planning, and preparation for implementation of a CCBHC model of service. Include examples of previous work done with a minimum of two (2) other states.*

**Q3** *Describe, in detail, your historical and current knowledge of the following NH services:*

- a. *NH DHHS 10-year Mental Health Plan and associated activities;*
- b. *NH Community Mental Health treatment system;*
- c. *NH Substance Use Disorder treatment system;*
- d. *NH Children's Behavioral Health System.*
- e. *NH Medicaid program.*
- f. *The Protecting Access to Medicare Act of 2014, (PAMA) and CCBHC.*

3.1.1.2. The selected Vendor must, in collaboration with the Department, conduct a **capability analysis** of existing state and provider capabilities related to the published CCBHC model, which includes, but is not limited to:



- 3.1.1.2.1. Self-assessments from three (3) NH Community Mental Health Centers (CMHCs), identified by the Department, which represent the array of providers in NH.
- 3.1.1.2.2. Identification of shortfalls.
- 3.1.1.2.3. Recommendations to address identified shortfalls.
- 3.1.1.3. The selected Vendor must, in collaboration with the Department, conduct an **access analysis**, which includes, but is not limited to:
  - 3.1.1.3.1. Identifying gaps in access to care among people with behavioral health conditions and improvement solutions.
  - 3.1.1.3.2. Enabling an understanding of how CCBHCs can increase access to behavioral health and primary physical healthcare for individuals with behavioral health conditions in areas of concern in NH, as determined by the Department.
- 3.1.1.4. The selected Vendor must, in collaboration with the Department, conduct a CCBHC behavioral health **services analysis** of the NH community mental health and substance use disorder treatment systems, which includes, but is not limited to:
  - 3.1.1.4.1. Identifying current and new elements necessary for NH CMHCs and substance use disorder treatment providers to meet CCBHC requirements.
  - 3.1.1.4.2. Reviewing services outlined in NH's behavioral health administrative rules and managed care contracts.
  - 3.1.1.4.3. Reviewing services and programs within the NH Substance Use Disorder Continuum of Care System.
- 3.1.1.5. The selected Vendor must, in collaboration with the Department, conduct a **quality metrics and monitoring analysis**, as required by the CCBHC model that:
  - 3.1.1.5.1. Incorporates current Department and managed care quality monitoring; and
  - 3.1.1.5.2. Identifies current and new elements of quality monitoring needed for NH CMHCs and substance



use disorder treatment providers to meet CCBHC requirements.

- 3.1.1.6. The selected Vendor must work with the Department to help the Department estimate the actual cost of full access, service delivery, and quality monitoring at three (3) representative CMHCs in order to inform the actuarial analysis and development of a state plan amendment.
- 3.1.1.7. The selected Vendor must, in collaboration with the Department, conduct a **data capacity and information technology (IT) analysis**, which includes, but is not limited to:
  - 3.1.1.7.1. Examining data collection at the Department and CCBHC levels required to support the CCBHC model.
  - 3.1.1.7.2. Examining data reporting at the Department and CCBHC levels required to support the CCBHC model.
- 3.1.1.8. The selected Vendor must provide guidance on a plan to conduct an **actuarial analysis** to apply financial and statistical theories to determine the costs and impact of risk related to CCBHC service model implementation in NH, to be conducted by the Department.
- 3.1.1.9. The selected Vendor must, in collaboration with the Department, conduct a **state Medicaid plan, statute, rule and regulation analysis** to examine which state statutes, rules and regulations require development or modification to support the implementation of the CCBHC model. The selected Vendor must ensure the analysis includes, but is not limited to the examination of:
  - 3.1.1.9.1. Rules and regulations that address service delivery to Medicaid beneficiaries.
  - 3.1.1.9.2. Licensing and certification.
  - 3.1.1.9.3. Other items as identified by the Department.

**Q4** *Provide examples from previous work in other states that demonstrate your experience providing the analyses required above.*

- 3.1.1.10. The selected Vendor must meet with the Department at a frequency and via a method approved by the Department to ensure project goals and contract deliverables are being achieved.

3.1.2. **Phase 2 Scope of Services: Implementation Plan Development**





*Upon completion of Phase 1 and the Department's acceptance of the results from Phase 1, the Department may award a one (1) year contract renewal for completion of Phase 2.*

3.1.2.1. The selected Vendor must provide consultation and guidance to the Department on actuarial work to assess anticipated costs and apply financial and statistical theories to and plan for the financial impact of risk related to a CCBHC service model implementation in NH. The selected Vendor must ensure actuarial consultation and guidance includes, but is not limited to:

3.1.2.1.1. Developing mathematical, computational, or analytical models that help define project outcomes.

3.1.2.1.2. Providing a framework and recommendations that assist the Department in identifying, characterizing, and managing costs and risks associated to CCBHC service model implementation in NH.

3.1.2.2. The selected Vendor must collaborate with the Department to develop a payment model proposal for CCBHC service model implementation. The selected Vendor must ensure the payment model proposal is based on:

3.1.2.2.1. CCBHC requirements; and

3.1.2.2.2. Department and NH community mental health and substance use disorder treatment systems capacities, infrastructure, and priorities.

3.1.2.3. The selected Vendor must provide support and guidance to the Department that enables the Department to interpret the actuarial analysis to examine costs and impacts of payment model approaches.

**Q5** *Provide examples of previous work that demonstrate your experience interpreting actuarial analyses and applying financial and statistical theories to aid in the planning for financial impact of risk.*

3.1.2.4. The selected Vendor must draft a proposed amendment to the Department's Community Mental Health and Substance Use Disorder Treatment State Plans, herein after referred to as the State Plan, which supports CCBHC implementation. The selected Vendor must receive Department input, review, and approval of the proposed amendment prior to final amendment draft.



3.1.2.5. The selected Vendor must draft a Stakeholder Engagement Plan to support the review of a proposed State Plan amendment. The selected Vendor must ensure the Stakeholder Engagement Plan includes, but is not limited to:

3.1.2.5.1. Identification of key local, state and federal stakeholders.

3.1.2.5.2. Engagement strategy and associated activities.

3.1.2.5.3. Tools to be used to execute the Stakeholder Engagement plan.

3.1.2.6. The selected Vendor must assist the Department in implementing the stakeholder engagement plan by conducting up to 10 meetings with stakeholders.

**Q6** *What is your experience with assisting states with writing state plan amendments or other proposals to CMS to support CCBHC implementation?*

**Q7** *What is your experience identifying stakeholders, developing stakeholder engagement plans, and engaging stakeholders to discuss CCBHC planning?*

3.1.2.7. The selected Vendor must collaborate with the Department to develop a CCBHC service delivery Implementation Plan. The selected Vendor must ensure the Implementation Plan includes, but is not limited to:

3.1.2.7.1. Steps necessary to accomplish program goals, including, but not limited to assignment of proposed responsibilities and tasks.

3.1.2.7.2. Allocation of resources including, but not limited to:

3.1.2.7.2.1. Resources currently available.

3.1.2.7.2.2. Resources that need to be developed or procured.

3.1.2.7.3. Timelines for:

3.1.2.7.3.1. Role changes and other state-level actions that may impact activities with local, state and federal stakeholders.

3.1.2.7.3.2. Project milestones.



**Q8** *Provide examples from previous work with a minimum of two (2) other states that demonstrates your experience developing implementation plans for CCBHC service delivery.*

3.1.2.8. The selected Vendor must meet with the Department and stakeholders at a frequency and via a method approved by the Department to ensure project goals and contract deliverables are being achieved.

3.1.3. Project Outcomes

3.1.3.1. The Department will monitor outcomes of the selected Vendor through regularly scheduled meetings and the review of monthly status reports to ensure the following:

3.1.3.1.1. Capacity analyses and implementation plans that meet specific CCBHC certification criteria.

3.1.3.1.2. Cost Assessment, actuarial activities and plans for payment model are sufficient to enable state planning.

3.1.3.1.3. Analysis and documents support a successful state plan amendment submission or other Department-approved submission to CMS to support CCBHC implementation.

**Q9** *How will you conduct all services within both phases of this RFP while ensuring minimal disruption to business operations across the related NH systems of care?*

**Q10** *What is your organization’s capacity to provide services identified in both phases of this RFP? Identify your proposed staff to be assigned to this project, as further described in Appendix E.*

**3.2. Reporting Requirements**

3.2.1. **Phase 1:** Service System Analyses Reporting Requirements

3.2.1.1. The selected Applicant must prepare and submit the following written reports to the Department:

Report	Description	Due Date
Monthly Status Reports	Progress of activities including: <ul style="list-style-type: none"> <li>• Accomplishment(s)</li> <li>• Current tasks and action items including responsible parties</li> <li>• Challenges</li> <li>• Resolutions to challenges</li> </ul>	No later than the 20 <sup>th</sup> day of each month

**New Hampshire Department of Health and Human Services**  
 Readiness Study for Certified Community Behavioral Health Clinics  
 (CCBHC)



	<ul style="list-style-type: none"> <li>• Open issues</li> <li>• Work plan revision requests and approved changes</li> </ul>	
Capability Analysis Report	Analysis of CMHC, substance use disorder treatment provider, and state self-assessments with final report and review of recommendations.	<i>To be proposed by Vendor</i>
Access Analysis Report	Analysis of access gaps and improvement solutions, including the costs for the solutions, with written report of findings and recommendations.	<i>To be proposed by Vendor</i>
Service Analysis Report	Analysis of required improvements and recommendations for state requirements for CCBHC model in written report.	<i>To be proposed by Vendor</i>
Data Capacity and IT Analysis Report	Analysis of data capacity and IT with recommendations in written report.	<i>To be proposed by Vendor</i>
Actuarial Planning Report	Guidance on and collaboration with the Department to develop a plan to conduct an <b>actuarial analysis</b> of CCBHC service model implementation in NH in written report.	<i>To be proposed by Vendor</i>
Regulatory Report	Analysis of changes to NH regulations needs with recommendations in written report.	<i>To be proposed by Vendor</i>
Final Phase 1 Service System Analyses Report	Comprehensive analysis of the readiness, capacity, and capability of implementing a CCBHC model of service delivery with the NH community mental health system including implementation costs and recommendations.	<i>No later than 9 months after the start date</i>

3.2.2. **Phase 2:** Implementation Plan Development Reporting Requirements

3.2.2.1. Phase 2 reporting requirements are contingent upon outcomes of Phase 1 indicating the state’s capability and capacity to implement, and the cost-effectiveness of implementing, a CCBHC model of service across the NH community mental health system.



<b>Report</b>	<b>Description</b>	<b>Due Date</b>
Monthly Status Reports	Progress of activities including: <ul style="list-style-type: none"> <li>• Accomplishment(s)</li> <li>• Current tasks and action items including responsible parties</li> <li>• Challenges</li> <li>• Resolutions to challenges</li> <li>• Open issues</li> <li>• Work plan revision requests and approved changes.</li> </ul>	No later than the 20 <sup>th</sup> day of each month
Payment Plan Model Proposal	Written payment model proposal including analysis of payment in relation to CCBHC requirements and NH capacities, infrastructure and priorities, cost and revenue data, with comparison to national averages.	<i>To be proposed by Vendor</i>
Actuarial Review and Feedback Report	Written report detailing Department review and feedback of the actuarial analysis.	<i>To be proposed by Vendor</i>
Draft State Plan Amendment	Written recommendations for state plan amendment that support CCBHC implementation.	<i>To be proposed by Vendor</i>
Stakeholder Engagement Recommendations	Written recommendations on stakeholder engagement to support a proposed amendment to the State Plan.	<i>To be proposed by Vendor</i>
Implementation Report	Written report including recommended timelines and activities for rule changes and other state-level regulatory actions.	<i>To be proposed by Vendor</i>

**Q11** Provide your proposed work plan to provide all services within this RFP, including milestones that ensure work is proceeding as planned and timelines as listed above.

### 3.3. Performance Measures

3.3.1. The Department seeks to actively and regularly collaborate with providers to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.



- 3.3.2. The Department may collect other key data and metrics from Contractor(s), including client-level demographic, performance, and service data.
- 3.3.3. The Department may identify expectations for active and regular collaboration, including key performance measures, in the resulting contract. Where applicable, Contractor(s) must collect and share data with the Department in a format specified by the Department.

### **3.4. Compliance**

- 3.4.1. Contractor(s) must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 3.4.2. The selected Contractor must meet all information security and privacy requirements as set by the Department.
- 3.4.3. The selected Contractor must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
  - 3.4.3.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 3.4.3.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 3.4.3.3. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the



Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**3.4.4. Credits and Copyright Ownership**

3.4.4.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of *Health and Human Services*."

3.4.4.2. All written, video and audio materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

3.4.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:

3.4.4.3.1. Brochures.

3.4.4.3.2. Resource directories.

3.4.4.3.3. Protocols.

3.4.4.3.4. Guidelines.

3.4.4.3.5. Posters.

3.4.4.3.6. Reports.

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

**3.4.5. 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.



- 3.4.6. 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>.
- 3.4.7. **Audit Requirements**
- 3.4.7.1. The Contractor must email an annual audit to [melissa.s.morin@dhhs.nh.gov](mailto:melissa.s.morin@dhhs.nh.gov) if **any** of the following conditions exist:
- 3.4.7.1.1. 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.
- 3.4.7.1.2. 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.
- 3.4.7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 3.4.7.2. 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 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.
- 3.4.7.3. If Condition B or Condition C exists, the Contractor shall submit an annual **financial audit** performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 3.4.7.4. 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.
- 3.4.7.5. 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.

### **3.5. Contract Monitoring Provisions**

- 3.5.1. All Contractors must complete Appendix B, Contract Monitoring Provisions.
- 3.5.2. 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. 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) # 93.958, FAIN #B09SM085371, U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Mental Health Block Grant or the requirements of the selected funding source.
- 4.1.2. Funding is anticipated to be available in an amount not to exceed \$200,000 for Phase 1 and Phase 2 combined. Vendors are expected to provide their best pricing for each phase as part of their Cost Proposal.
  - 4.1.2.1. Phase 2 is contingent upon outcomes of Phase 1 indicating the state's capability and capacity to implement, and the cost-effectiveness of implementing, a CCBHC model of service across the NH community mental health system.
- 4.1.3. The Department intends to award one (1) contract for these services.
- 4.1.4. Estimates of available funding and time periods presented are subject to change. Continuance of contract payments is contingent upon the availability and continued appropriations of funds.

### **4.2. Task Deliverable Budget Worksheet, Staff List, and Task Deliverables Narrative**

- 4.2.1. Proposers must complete the following for each State Fiscal Year (July 1 through June 30). This is not a low cost award.
  - 4.2.1.1. Appendix D, Task Deliverables Budget Worksheet - Phase I, (Tab 1); and



- 4.2.1.2. Appendix D, Task Deliverables Budget Worksheet - Phase II, (Tab 2).
- 4.2.2. Proposers must complete the Appendix E – Staffing Plan that includes the following:
  - 4.2.2.1. A staffing model with a description of key functions;
  - 4.2.2.2. Position title each key function;
  - 4.2.2.3. Experience and credentials of the personnel associated with each key function;
  - 4.2.2.4. Percentage of time dedicated to each key function;
  - 4.2.2.5. Organizational Chart; and
  - 4.2.2.6. List of all subcontractors it would use to meet the requirements outlined in the scope of work.
- 4.2.3. Proposers must provide a Task Deliverable Narrative that explains the specific costs included in the Appendix D, Task Deliverables Budget Sheet and their direct relationship to meeting the objectives of this RFP. The Task Deliverables Narrative must explain how each position included in Appendix E, Staffing Plan pertains to the proposal and what activities they will perform.
- 4.2.4. The Task Deliverables Budget Sheet (Appendix D) and Staffing Plan (Appendix E) will be scored based on the following criteria:

<b>Task Deliverables Budget Worksheet</b>	
<b>SCORE</b>	<b>CRITERIA</b>
0-20	Costs are not reasonable.
	Time period related to costs are not reasonable.
21-48	Costs are somewhat reasonable.
	Time period related to costs are somewhat reasonable.
49-70	Costs are reasonable.
	Time periods are directly related to costs.

<b>Staffing Plan</b>	
<b>SCORE</b>	<b>CRITERIA</b>
0-5	Staffing Plan does not relate to the proposed activities.



6-12	Staffing Plan somewhat relates to proposed activities.
13-20	Staffing Plan directly relates to proposed activities.

## 5. PROPOSAL EVALUATION

### 5.1. Selection

5.1.1. The Department will use a scoring scale of 395 points, with a maximum of 70 points awarded based on the Cost Proposal. The Department will select a Vendor based upon the criteria and standards contained in this RFP and applying the points set forth below.

### 5.2. Technical Proposal

5.2.1. Integration Advancement Experience (Q1)	10 Points
5.2.2. CCBHC Experience (Q2)	50 Points
5.2.3. Knowledge of NH System (Q3)	10 Points
5.2.4. Analyses Provision (Q4)	30 Points
5.2.5. Actuarial Interpretation & Analysis (Q5)	40 Points
5.2.6. State plan amendment or other proposal drafting (Q6)	40 Points
5.2.7. Stakeholder Identification & Engagement (Q7)	25 Points
5.2.8. Implementation Plan Development (Q8)	25 Points
5.2.9. Project Management (Q9)	25 Points
5.2.10. Capacity (Q10)	30 Points
5.2.11. Work Plan (Q11)	40 Points

**Total Technical Proposal Points Available      325 Points**

### 5.3. Cost Proposal

5.3.1. Task Deliverables Budget Sheet (Appendix D)	50 Points
5.3.2. Program Staff List (Appendix E)	20 Points

**Total Cost Proposal Points Available      70 Points**

**Maximum Possible Score      395 Points**

## 6. PROPOSAL PROCESS

### 6.1. Contact Information – Sole Point of Contact

**New Hampshire Department of Health and Human Services**  
**Readiness Study for Certified Community Behavioral Health Clinics**  
**(CCBHC)**



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](mailto: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 5.1.1, 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**

<b><u>Procurement Timetable</u></b>		
<b>(All times are according to Eastern Time. The Department reserves the right to modify these dates at its sole discretion.)</b>		
<b>Item</b>	<b>Action</b>	<b>Date</b>
1.	Release RFP	March 7, 2022
2.	OPTIONAL Letter of Intent Submission Deadline	March 15, 2022
3.	RFP Questions Submission Deadline	March 22, 2022 <b>2:00 PM</b>
4.	Department Response to Questions Published	April 5, 2022
5.	Proposal Submission Deadline	April 19, 2022 <b>12:01 AM</b>

**6.3. Letter of Intent**



- 6.3.1. A Letter of Intent to submit a Proposal in response to this RFP is optional and must be received by the date and time identified in Subsection 6.2: Procurement Timetable.”
- 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 5.1.
- 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 5.1.
- 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 questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 6.4.1.4. Questions must be received by the Department by the deadline given in Subsection 5.2, Procurement Timetable.

##### **6.4.2. Department Answers**



The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 5.2, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at (<http://www.dhhs.nh.gov/business/rfp/index.htm>). 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 5.2. 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](mailto: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-BMHS-01-READI** (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) 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/](http://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 an Proposal to this RFP, or similar request for submission and every such Proposer shall be disqualified from submitting any Proposal or similar request for submission issued by any state agency. A Proposer that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

### **7. PROPOSAL OUTLINE AND REQUIREMENTS**

#### **7.1. Presentation and Identification**

##### **7.1.1. Overview**



- 7.1.1.1. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3.
- 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) 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) 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, Task Deliverables Budget Sheet.

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 and difficult and impracticable to determine. The Vendor acknowledges and agrees that any failure to achieve required performance levels by the Contractor will more than likely substantially delay and disrupt the Department's operations. Therefore, the parties agree that liquidated damages 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 – Task Deliverables Budget Sheet**

### **9.5. Appendix E – Program Staff List**