



State of New Hampshire
Department of Health and Human Services

REQUEST FOR PROPOSALS

FOR

Certifying Body for NH Recovery Residences

RFP-2025-DBH-01-CERTI

RELEASE DATE: February 6, 2024

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New Hampshire Department of Health and Human Services

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1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Division of Behavioral Health (“Department”) is seeking responses to this Request for Proposals (solicitation) from an entity to serve as the certifying body for recovery residences in NH, including:

- Implementing and administering a statewide voluntary certification program for recovery residences, in accordance with the National Alliance Recovery Residences (NARR) Standards and applicable federal and state laws.
- Providing support, training, and technical assistance for prospective, new, and current/ returning owners and/or operators of recovery residences.
- Receiving and investigating concerns and complaints regarding certified recovery residences.

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

1.2. Key Information

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

Contract Effective Date	July 1, 2024
Contract End Date	June 30, 2026
Renewal Options	The Department may extend contracted services for up to five (5) additional years.
Funding for the resulting contract is anticipated to be approximately:	Up to \$300,000 for State Fiscal Year 2025; and Up to \$300,000 for State Fiscal Year 2026
Funding Source	The Department anticipates using Other funds (Governor’s Commission) for the resulting contract.
	Assistance Listing # N/A
	Award Name N/A
Match Requirements	N/A
Point of Contact	Shannon Judd, Contract Specialist Shannon.y.judd@dhhs.nh.gov 603-271-9685
From the date of release of this solicitation until an award is made and announced regarding the selection of a Vendor, all communication with personnel employed by or under contract with the Department regarding this solicitation is prohibited unless first approved by the Point of Contact listed above. Department employees have been directed not to hold conferences and/or discussions concerning this solicitation with any potential contractor during the selection process, unless otherwise authorized by the Point of Contact. Vendors may be disqualified for violating this restriction on communications.	

1.3. Procurement Timetable

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.		
Item	Action	Date
1.	Solicitation Released	2/6/2024
2.	Letter of Intent Submission Date (optional)	2/12/2024
3.	Vendor Questions Submission Date	2/19/2024 12:00PM – Noon
4.	Department Response to Questions Published	3/1/2024
5.	Vendor Solicitation Response Due Date	3/8/2024 12:00PM – Noon

1.4. Background

1.4.1. 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 Substance Use Disorder (SUD) prevention, early intervention, treatment and recovery support services, including safe stable housing which is foundational for people to initiate and sustain recovery.

1.4.2. Objective

The Department envisions that the selected Vendor will provide the services required in this RFP to implement and maintain a statewide system of recovery supportive housing that meets the needs of the populations served and coordinates with other social and community service agencies to address the social determinants of health.

Pursuant to NH RSA) 172-B:2, Provision of Services: Acceptance Into Treatment, the Department is required to designate an entity to serve as the certifying body for a voluntary certification program for recovery residences. The certifying body is required to establish and implement a certification program for recovery residences that maintain nationally-recognized standards that:

- 1) Uphold industry best practices and support a safe, healthy, and effective recovery environment;
- 2) Evaluate the residence's ability to assist persons in achieving long-term recovery goals;
- 3) Protect residents of recovery residences against unreasonable and unfair practices in setting and collecting fee payments; and

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- 4) Verify good standing with regard to local, state, and federal laws and any regulations and ordinances including, but not limited to, building, maximum occupancy, fire safety and sanitation codes.

There are currently 93 certified recovery residences in New Hampshire, 79 of which are listed on the [voluntary registry](#) that is maintained by the Department. Information can be found at [Recovery Housing | New Hampshire Department of Health and Human Services \(nh.gov\)](#).

1.5. Terminology

Conditional Certification: Certification status for recovery residences that require changes to address deficiencies.

National Alliance for Recovery Residences (NARR): A national organization dedicated to expanding the availability of well-operated, ethical, and supporting recovery housing. NARR has developed the most widely referenced national standard for the operation of recovery residences, which is the standard that New Hampshire chooses to use. More information on NARR can be found here: <https://narronline.org/> and in Appendix I, NARR Standards 3.0.

Owner: The lawful owner of a recovery residence. The owner may also be the operator of the residence, as defined below.

Operator: The lawful owner of a recovery residence or a person employed and designated by the owner of the recovery residence to have primary responsibility for the daily operation of the recovery residence including maintaining standards and conditions supportive of substance use disorder (SUD) recovery.

Provisional Certification: Certification status for recovery residences that have met all requirements, but have not been in operation for a sufficient period of time to demonstrate that they are operating in the manner consistent with their policies.

Recovery Residence: A residence that provides a safe, healthy, substance-free living environment that supports individuals in recovery from addiction living as a single household and is centered on peer support and a connection to services that promote long-term recovery.

Social Model: Social Model philosophy promotes norms that reinforce healthy living skills and associated values, attitudes, and connection with self and community for sustaining recovery.

2. STATEMENT OF WORK

2.1. Certification of Recovery Residences

- 2.1.1. The selected Vendor must establish a program and implement a process to certify recovery residences in New Hampshire as Social Model recovery residences (hereinafter referred to as certified recovery residence(s)). The selected Vendor must ensure the certification program is:

- 2.1.1.1. Established and implemented in compliance with:

- 2.1.1.1.1. [National Alliance for Recovery Residences \(NARR\) Standards](#), including any amendments to current standards;

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- 2.1.1.1.1.2. All applicable standards, ordinances, codes, and other requirements indicated by local authorities, including, but not limited to:
 - 2.1.1.1.1.2.1. Building, occupancy, fire, and sanitation codes.
 - 2.1.1.1.1.2.2. Health and safety standards.
 - 2.1.1.1.1.2.3. Non-discrimination.
 - 2.1.1.1.1.2.4. Fair Housing.
- 2.1.1.1.1.3. All applicable state and federal laws and regulations, including, but not limited to NH RSA 172-B:2.
- 2.1.2. The selected Vendor must develop, implement, and maintain a process for receiving, processing, responding to, and tracking applications from prospective recovery residence owners and/or operators. The selected Vendor must submit the application process to the Department for review and approval prior to implementation.
- 2.1.3. The selected Vendor must ensure the application process is secure and meets all information security and privacy requirements, as set by the Department, and in accordance with the Department's Information Security Requirements.
- 2.1.4. The selected Vendor must collaborate with the Department to develop policies and procedures for the certification program that, at a minimum:
 - 2.1.4.1. Clearly define:
 - 2.1.4.1.1. Recruitment and retention of recovery residences.
 - 2.1.4.1.2. Application, submission, and review requirements.
 - 2.1.4.1.3. Requirements for certification, provisional certification, conditional certification, and recertification.
 - 2.1.4.1.4. Conditions and process(es) for certification suspension and revocation.
 - 2.1.4.1.5. Roles and responsibilities of the selected Vendor.
 - 2.1.4.1.6. Roles and responsibilities of owners and/or operators.
 - 2.1.4.1.7. Complaint procedure and process.
 - 2.1.4.1.8. Standardized assessment tools to be used throughout the certification process.
 - 2.1.4.2. Ensure:
 - 2.1.4.2.1. Fair, equitable, and unbiased services for each recovery residence.

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- 2.1.4.2.2. Compliance with all applicable state and federal laws and regulations, health and safety standards, ordinances and codes, as developed, revised, and updated, including, but not limited to those identified above.
- 2.1.5. The selected Vendor must ensure the certification program and processes are reviewed and approved by the Department prior to implementation.
- 2.1.6. The selected Vendor must develop a certification guidance manual for recovery residences and submit the manual to the Department for review and approval prior to distribution. The selected Vendor must ensure the manual is available to owners and/or operators seeking certification and includes the following information:
 - 2.1.6.1. Overview of the certification, recertification, suspension, and revocation processes.
 - 2.1.6.2. Overview of the requirements and criteria for certification.
 - 2.1.6.3. Steps to obtaining and maintaining certification.
 - 2.1.6.4. Roles and responsibilities of the selected Vendor and of owners and/or operators as they relate to the certification process.
 - 2.1.6.5. NARR standards and levels of recovery housing for Social Model recovery residences.
 - 2.1.6.6. Copy(s) of assessment tools.
 - 2.1.6.7. Available technical assistance and training.
- 2.1.7. The selected Vendor must provide informational sessions for recovery residence owners and/or operators to learn about the benefits of, and process for, becoming a certified recovery house. Sessions must be conducted in-person and remotely and must include the following information:
 - 2.1.7.1. Benefits of becoming certified.
 - 2.1.7.2. Program description and high-level overview of the certification process.
 - 2.1.7.3. Information on NARR, including its standards and levels of recovery housing for Social Model recovery houses.
 - 2.1.7.4. Definitions and descriptions of:
 - 2.1.7.4.1. Safe and effective recovery houses.
 - 2.1.7.4.2. The Social Model for Recovery.
 - 2.1.7.5. Certification process support available to owners and/or operators.
 - 2.1.7.6. Details of the selected Vendor's organization, including, but not limited to:

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- 2.1.7.6.1. Mission.
 - 2.1.7.6.2. Vision.
 - 2.1.7.6.3. Advisory Board and staff members.
 - 2.1.7.6.4. Contact information.
- 2.1.8. The selected Vendor must implement a process to onboard and assist owners and/or operators throughout the certification process, which includes, but is not limited to:
- 2.1.8.1. Meeting with owners and/or operators to thoroughly review the certification program, policies, and procedures.
 - 2.1.8.2. Reviewing and assisting with application completion and submission to become a certified recovery residence.
 - 2.1.8.3. Providing owners and/or operators with an electronic copy of the certification program policies and guidance manual.
 - 2.1.8.4. Conducting walkthroughs of premises at predetermined intervals and as needed.
 - 2.1.8.5. Ensuring the certification, re-certification, suspension, and revocation processes are consistently applied and followed.
 - 2.1.8.6. Securing attestation from each owner and/or operator, government agency, or credentialed inspector that the house meets health and safety standards, codes, ordinances, and other requirements as indicated by local authorities.
 - 2.1.8.7. Providing owners and/or operators a list of available training and technical assistance opportunities.
 - 2.1.8.8. Following up with owners and/or operators, as needed, to ensure certification standards are met and maintained.
- 2.1.9. The selected Vendor must provide each certified recovery residence owner and/or operator with electronic or paper copies of finalized certification materials which includes the certification expiration date and steps for recertification.
- 2.1.10. The selected Vendor must provide owners and/or operators support and assistance to establish relationships with substance use disorder (SUD) service access points to ensure the availability of community-based supports and services to house residents. Access points include, but are not limited to:
- 2.1.10.1. NH Doorways.
 - 2.1.10.2. Recovery Community Organizations and Centers.
 - 2.1.10.3. Regional Public Health Networks.

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- 2.1.11. The selected Vendor must provide in-person and remote technical assistance that supports owners and/or operators in meeting and maintaining certification standards. Technical assistance must include, but is not limited to:
 - 2.1.11.1. Providing consultation for the development of recovery residence policies and procedures.
 - 2.1.11.2. Best practices in the operation of recovery residences.
 - 2.1.11.3. Addressing specific needs for service populations.
 - 2.1.11.4. Additional support as identified throughout the certification, re-certification, suspension, and revocation processes.
- 2.1.12. The selected Vendor must provide in-person and remote training opportunities to owners and/or operators, including, but not limited to the following topics:
 - 2.1.12.1. Understanding and complying with local, state and federal laws and regulations including, but not limited to:
 - 2.1.12.1.1. Building, occupancy, fire, and sanitation codes.
 - 2.1.12.1.2. Health and safety standards.
 - 2.1.12.1.3. Non-discrimination.
 - 2.1.12.1.4. Fair Housing.
 - 2.1.12.2. Cultural competency.
 - 2.1.12.3. Understanding and supporting multiple recovery pathways.
 - 2.1.12.4. Working with, and providing accommodations for, unique populations and residents with disabilities or other special needs.
 - 2.1.12.5. Toxicology and drug testing.
 - 2.1.12.6. Medication Assisted Treatment/Medication Assisted Recovery (MAT/MAR) and safe medication management.
 - 2.1.12.7. Naloxone administration.
 - 2.1.12.8. Good neighbor practices.
- 2.1.13. The selected Vendor must collaborate with community partners to identify and refer owners and/or operators of non-certified recovery residences for certification.
- 2.1.14. The selected Vendor must develop a system to track the certification process and status of each recovery residence for Department approval. The selected Vendor must ensure tracking includes, but is not limited to:
 - 2.1.14.1. Recovery residences identified and provided with information regarding the certification process.
 - 2.1.14.2. Certified recovery residences, including, but not limited to the following information for each certified house:

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- 2.1.14.2.1. Name, address, and contact information of the recovery residence and its owner and/or operator.
- 2.1.14.2.2. Date of certification and/or recertification and expiration date.
- 2.1.14.2.3. Population(s) served.
- 2.1.14.2.4. Overall bed capacity.
- 2.1.14.2.5. Current number of beds available.
- 2.1.14.3. Suspension and revocation of certification, as applicable, including, but not limited to:
 - 2.1.14.3.1. Date of suspension or revocation.
 - 2.1.14.3.2. Name, address, and contact information of the recovery residence and its owner and/or operator.
 - 2.1.14.3.3. Reason(s) for suspension or revocation.
- 2.1.14.4. Other information as requested by the Department.
- 2.1.15. The selected Vendor must maintain current knowledge of NARR Standards and best practices.
- 2.1.16. The selected Vendor must compile resources related to certification, best-practices, and other applicable items for owners, operators, and residents of certified recovery residences.
- 2.1.17. The selected Vendor must ensure all materials created through the resulting agreement are reviewed and approved by the Department prior to dissemination.

2.2. Addressing Concerns and Complaints:

- 2.2.1. The selected Vendor must develop a process to receive, investigate and address concerns and complaints from owners, operators, and residents of certified recovery residences.
- 2.2.2. The selected Vendor must ensure all information regarding concerns and complaints are transmitted to the Department and to the applicable recovery residence owner/operators in a secure format and meets all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements.
- 2.2.3. The selected Vendor must collaborate with the Department to develop complaint policies and procedures. The selected Vendor must ensure policies, include, but are not limited to:
 - 2.2.3.1. How concerns and complaints are received, filed, investigated, and resolved.
 - 2.2.3.2. Fair, equitable and unbiased review, investigation and resolution of all identified concerns, complaints, and grievances.

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- 2.2.3.3. Ensuring confidentiality of the individual(s) filing a complaint or grievance and protection of the filer from retribution, intimidation, and/or negative consequences.
- 2.2.3.4. Ensuring members of the Advisory Board are not involved in addressing concerns and complaints.
- 2.2.4. The selected Vendor must distribute the concerns and complaints policy and procedures to all certified recovery residence owners and/or operators and ensure:
 - 2.2.4.1. The policy and procedures are posted in an area easily accessible by staff and residents; and
 - 2.2.4.2. Are reviewed with staff and residents as part of the onboarding or intake process, and as needed to ensure awareness and understanding.
- 2.2.5. The selected Vendor must provide written notification to the Department, in a format approved by the Department, of all complaints that meet the following conditions:
 - 2.2.5.1. Complaints based on the complainant's first-hand knowledge regarding the allegation(s);
 - 2.2.5.2. Complaints concerning the health of residents and safety of the recovery house;
 - 2.2.5.3. Complaints concerning the management of the recovery house, including but not limited to:
 - 2.2.5.3.1. House environment.
 - 2.2.5.3.2. Financial procedures.
 - 2.2.5.3.3. Staffing.
 - 2.2.5.3.4. House rules and regulations.
 - 2.2.5.3.5. Recovery support environment.
 - 2.2.5.3.6. Any other concerns affecting the complainant.
 - 2.2.5.4. Complaints concerning illegal activities or threats.
 - 2.2.5.5. Other complaints, as identified by the Department.
- 2.2.6. The selected Vendor must ensure proper notification is provided to the Department to determine the appropriate authority for addressing the complaint, including, but not limited to:
 - 2.2.6.1. The selected Vendor.
 - 2.2.6.2. Law enforcement agencies.
 - 2.2.6.3. Local authorities.

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- 2.2.6.4. The NH Department of Justice.
- 2.2.7. The selected Vendor must provide weekly written status updates of all investigations to the Department, throughout the investigation process, including, but not limited to:
 - 2.2.7.1. Investigation finding(s), including facts and evidence to support conclusions.
 - 2.2.7.2. Referral(s) made to appropriate authorities, if applicable.
 - 2.2.7.3. Action(s) taken to resolve or mitigate the issue, including any corrective action plan developed, if applicable.
 - 2.2.7.4. Resolution status, if applicable.
 - 2.2.7.5. Date of resolution, if applicable.
- 2.2.8. The selected Vendor must notify the Department, in writing, within one (1) day of any residence(s) whose certification is revoked. The selected Vendor must ensure notification includes, but is not limited to:
 - 2.2.8.1. Owner and/or operator name.
 - 2.2.8.2. Name and address of the recovery residence.

2.3. Advisory Board

- 2.3.1. The selected Vendor must develop and maintain an Advisory Board to support the goals and objectives of the resulting contract. The selected Vendor must ensure the Advisory Board, at a minimum, provides guidance and consultation to ensure:
 - 2.3.1.1. Services are provided ethically, equitably, impartially, and without bias.
 - 2.3.1.2. Decisions are made in the best interest of the Program and individuals served through the Program.
 - 2.3.1.3. Compliance with all applicable state and federal laws and regulations, health and safety standards, and codes.
 - 2.3.1.4. Conflicts of interest are recognized and disclosed, ensuring members with a conflicting interest avoid influencing the operation of the organization by any direct or indirect means.
- 2.3.2. The selected Vendor must ensure the Advisory Board has a diverse membership that takes into account cultural, demographic, and geographic makeup, including but not limited to:
 - 2.3.2.1. Individuals with lived experience as a recovery residence resident.
 - 2.3.2.2. Family members of individuals in recovery.
 - 2.3.2.3. Community members.
 - 2.3.2.4. Recovery Community Organizations.

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- 2.3.2.5. Behavioral healthcare providers.
- 2.3.2.6. Individuals from the Government and business sector.
- 2.3.3. The selected Vendor must ensure Advisory Board members, described above, are not involved with the provision of services for the Agreement resulting from this RFP, including, but not limited to:
 - 2.3.3.1. Certification of recovery residences.
 - 2.3.3.2. Concerns, complaint, and grievance processes involving recovery residences.
- 2.3.4. The selected Vendor must collaborate with the Department to establish a conflict of interest policy the Advisory Board, staff members, and other key personnel. The selected Vendor must ensure the conflict of interest policy includes, but is not limited to:
 - 2.3.4.1. A statement about an individual's duty to disclose any conflicts or possible conflicts of interest.
 - 2.3.4.2. The process for identifying, disclosing, and managing conflicts of interest, including a recusal process when a conflict is found.
 - 2.3.4.3. A disclosure statement that is signed by all Advisory Board members and staff members, including the Program Director and other key personnel, annually.

2.4. Website and Social Media

- 2.4.1. The selected Vendor must host and maintain a public-facing website that includes, but is not limited to the following information:
 - 2.4.1.1. Details of the selected Vendor, including, but not limited to:
 - 2.4.1.1.1. Mission.
 - 2.4.1.1.2. Vision.
 - 2.4.1.1.3. Advisory Board and staff members.
 - 2.4.1.1.4. Contact information.
 - 2.4.1.2. Certification and application policies and processes.
 - 2.4.1.3. Grievance procedure and process.
 - 2.4.1.4. NARR standards and levels of recovery housing.
 - 2.4.1.5. Resources related to certification, best-practices, and other applicable items for recovery residence owners and/or operators and house residents.
 - 2.4.1.6. Information on each certified recovery house, including, but not limited to:
 - 2.4.1.6.1. Location.

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- 2.4.1.6.2. Contact information.
 - 2.4.1.6.3. Population served.
 - 2.4.1.6.4. Overall bed capacity.
 - 2.4.2. The selected Vendor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.
 - 2.4.3. The selected Vendor must complete and submit the following appendices with their solicitation response, in accordance with Section 6, Solicitation Response Requirements:
 - 2.4.3.1. Appendix G – DHHS DoIT Requirements Workbook; and
 - 2.4.3.2. Appendix H – DHHS Vendor Risk Assessment Report (VRAR).
 - 2.4.4. The selected Vendor must agree Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements, the Department's Business Associate Agreement and all applicable Department and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.
 - 2.4.5. State of New Hampshire's Website Copyright
 - 2.4.5.1. All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire's copyright.
- 2.5. The selected Vendor must ensure all written materials developed during the resulting Agreement are reviewed and approved by the Department prior to dissemination.
- 2.6. The selected Vendor must participate in meetings with the Department, on a monthly basis, or as otherwise requested by the Department to review contract performance, enhance contract management, improve results, and adjust program delivery and policy based on challenges and barriers encountered and successful outcomes.
- 2.7. The Department may collaborate with the selected Vendor to develop performance measurements for the resulting contract, as applicable.
- 2.8. **Staffing**

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- 2.8.1. The selected Vendor must recruit and maintain sufficient staff necessary to perform and carry out all of the functions, requirements, roles and duties identified this RFP.
- 2.8.2. The selected Vendor must notify the Department in writing of changes in key personnel and provide, within five (5) business days to the Department, updated resumes that clearly indicate the staff member is employed by the Vendor. Key personnel are those staff members for whom at least 10% of their work time is spent on this scope of services.
- 2.8.3. The selected Vendor must notify the Department in writing within one (1) month of hire when a new administrator, coordinator, or any staff person essential to carrying out this scope of services is hired to work in the program. The selected Vendor must ensure notification includes a copy of the newly hired staff member's resume, which clearly indicates the staff member is employed by the selected Vendor.
- 2.8.4. The selected Vendor must notify the Department in writing within 10 business days, when there is not sufficient staffing to perform all required services for more than one (1) month.

2.9. Reporting

2.9.1. Certification Program Reporting:

- 2.9.1.1. The selected Vendor must submit quarterly reports, which include, but are not limited to:
 - 2.9.1.1.1. Number of recovery houses provided with informational sessions.
 - 2.9.1.1.2. Number of recovery houses that have applied for certification and the status of each application.
 - 2.9.1.1.3. Number of recovery houses certified.
 - 2.9.1.1.4. Number, name, and address(s) of recovery house(s) with certifications that have expired, lapsed, or been revoked by the selected Vendor.
 - 2.9.1.1.5. Number of trainings delivered, including, but not limited to:
 - 2.9.1.1.5.1. Training date and title.
 - 2.9.1.1.5.2. Number of individuals attending.
 - 2.9.1.1.5.3. Names of Recovery house(s) in attendance.
 - 2.9.1.1.6. Number of technical assistance sessions provided to certified recovery houses, including, but not limited to:
 - 2.9.1.1.6.1. Session date(s) and topic(s).

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2.9.1.1.6.2. Recovery house(s) provided to.

2.9.2. Concerns and Complaints Services Reporting:

2.9.2.1. The selected Vendor must submit quarterly reports, which include, but are not limited to:

2.9.2.1.1. A description of each reported concern, complaint, or grievance against a certified recovery house that includes, but is not limited to:

2.9.2.1.1.1. Date received.

2.9.2.1.1.2. Recovery house involved.

2.9.2.1.1.3. Nature of the concern, complaint, or grievance.

2.9.2.1.1.4. Whether or not an investigation was conducted.

2.9.2.1.1.5. Action taken and result of investigation; as applicable.

2.9.2.1.1.6. Description of resolution.

2.9.2.2. The selected Vendor may be required to provide other data and metrics to the Department as requested by and in a format specified by the Department.

2.10. Mandatory Questions

Q1 Describe your experience providing the services detailed in this RFP. Include:

a. Experience:

i. Administering a certification program;

ii. Working directly with housing programs;

iii. Providing informational sessions, training, and technical assistance;

iv. Addressing concerns and complaints.

b. Your understanding of the NARR Standards and Social Model.

Q2 Provide your approach to administering certification services in this RFP. Include:

a. A proposed Work Plan with a detailed project timeline that includes milestones marking specific points across the timeline to ensure the project is on schedule; steps and resources needed to bring each aspect of the project through from development to implementation and maintenance; and possible project barriers and constraints, including suggested mitigation strategies for each.

b. Your proposed application process for recovery residence certification and re-certification.

c. How you will identify and engage non-certified recovery houses and retain existing certified houses.

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- d. *How geographic and service population gaps will be identified and addressed.*
 - e. *How you will ensure standards and best practices are achieved and maintained throughout the term of the certification.*
 - f. *How you will ensure all services detailed in this RFP are provided ethically, equitably, and without bias.*
- Q3** *Provide your approach to administering services to address complaints. Include:*
- a. *Your proposed process for receiving, investigating, addressing and resolving concerns and complaints.*
 - b. *How you will ensure the fair, equitable, and unbiased review, investigation, and resolution of any identified concern, complaint, or grievance.*
- Q4** *Describe the design of the website that will be utilized. Include various pages, what will be included on each, and how the site will be managed to ensure information is accurate, up-to-date, and relevant. Include completed Appendix G - IT Workbook and Appendix H – Vendor Risk Assessment Report.*
- Q5** *Describe the Advisory Board that will be designated for the Scope of Services detailed in this RFP. Include:*
- a. *Makeup and activities to recruit members;*
 - b. *Roles and responsibilities,*
 - c. *Process for how the Board will function and effectively impact the Program.*
 - d. *How conflicts of interest will be identified, disclosed, and managed.*
- Q6** *What is the current capacity of your organization to carry out all requirements of the Scope of Services in this RFP? Provide a Program Staff List – Appendix E, including an organizational chart, resumes for key staff; job descriptions of and strategies to hire for vacant positions.*

2.11. Finance

2.11.1. Funding is anticipated to be available for the resulting contract as follows:

State Fiscal Year	Funding Amount
2025	\$300,000
2026	\$300,000
TOTAL	\$600,000

2.11.2. Funds are anticipated to be available in the State Fiscal Years identified above with the ability to adjust encumbrances between state fiscal years, if needed and justified.

2.11.3. Payment for services will be made on a monthly basis based on the approved budgets, which will be included in the resulting contract. The selected Vendor will be required to submit budgets for Department approval upon notification of award.

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- 2.11.4. The selected Vendor must submit monthly invoices using a form satisfactory to the Department, which identifies and requests reimbursement for authorized expenses incurred. The selected Vendor must ensure invoices are completed, dated and submitted to the Department to initiate payment.

Remainder of this page intentionally left blank.

3. SOLICITATION RESPONSE EVALUATION

3.1. The Department will evaluate responses from Vendors based upon the criteria and standards contained in this solicitation and by applying the points set forth below. Vendors are advised that this is not a low cost award and that the scoring of the Cost Proposal will be combined with the scoring of the Technical Response to determine the overall highest scoring Vendor.

TECHNICAL RESPONSE	POSSIBLE SCORE
Q1 Experience	125 Points
Q2 Certification Services Approach	175 Points
Q3 Complaint Services Approach	175 Points
Q4 Website	75 Points
Q5 Advisory Board	125 Points
Q6 Capacity	75 Points
Technical Response – Total Possible Score	750 Points

COST PROPOSAL	POSSIBLE SCORE
Vendor Budget Narrative Evaluation (See 3.3 below)	50 Points
Vendor Cost (See formula below)	200 Points
Cost Proposal – Total Possible Score	250 Points

MAXIMUM POSSIBLE SCORE	1000 Points
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3.2. Preliminary Scoring of Technical Responses

3.2.1. The Department will establish an evaluation team. This evaluation team will review the Technical Proposals and give a preliminary score. Should a Vendor fail to achieve 450 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor’s Cost Proposal will remain unopened.

3.3. Scoring of Cost Proposals

3.3.1. Vendor Budget Narrative Evaluation: The Vendor(s) must:

3.3.1.1. Complete Appendix F, Budget Sheet, including the Budget Narrative and Salary Breakdown for each State Fiscal Year (July 1 through June 30).

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3.3.1.2. Provide a Budget Narrative that explains the specific line-item costs included in the Appendix F, Budget Sheet and their direct relationship to meeting the objectives of this RFP. The Budget Sheet, Narrative and Salary Breakdown (Appendix F) will be scored based on the following criteria:

0-16	16-32	33-50
Relationship of costs relative to the proposed services is not understood.	Relationship of costs relative to the proposed services is somewhat understood.	Relationship of costs relative to the proposed services is fully understood.
Costs do not directly align with objectives, requirements, and/or proposed services of the RFP.	Costs somewhat align with objectives and proposed services of the RFP.	Costs fully and directly align with objectives and proposed services of the RFP.

3.3.2. **Vendor Total Cost:** The following formula will be used to assign points for Vendor Cost:

$$\text{Vendor's Cost Score} = (\text{Lowest Total Proposed Cost} / \text{Vendor's Total Proposed Cost}) \times \text{Maximum Number of Points for Vendor Cost}.$$

For the purpose of use of this formula, the lowest proposed cost is defined as the lowest total cost proposed in Appendix F, Budget Sheet by a Vendor that has not been disqualified.

**For example:*

Vendor A proposes \$100,000

Vendor B proposes \$200,000

Maximum Number of Points for Vendor Cost = 200points.

Vendor B Vendor Cost

$$= (\$100,000/\$200,000) \times 200 = 100 \text{ total points}.$$

For the purpose of use of this formula, the lowest proposed cost is defined as the lowest total cost proposed by a Vendor that has not been disqualified and received the minimum points during preliminary scoring of technical responses as specified above.

Fractions of points will be rounded up to the nearest whole number of points.

4. SOLICITATION RESPONSE PROCESS

4.1. Letter of Intent

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

4.2. Questions and Answers

4.2.1. Vendors' Questions

- 4.2.1.1. All questions about this Solicitation including, but not limited to, requests for clarification, additional information or any changes to the Solicitation must be made in writing, by email only, citing the Solicitation page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 1.2.
- 4.2.1.2. 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.
- 4.2.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 4.2.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

4.2.2. Department Responses

- 4.2.2.1. The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 1.3, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at (<https://www.dhhs.nh.gov/doing-business-dhhs/contracts-procurement-opportunities>). This date may be subject to change at the Department's discretion.

4.2.3. Exceptions

- 4.2.3.1. The Department will require the successful Vendor to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those

issues during the Question Period in Subsection 1.3. Vendors may not request exceptions to the Scope of Services or any other sections of this Solicitation.

4.2.3.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion in its response to Vendor questions.

4.2.3.3. Any exceptions to the standard form contract and exhibits that are not raised by a Vendor during the Question Period may not be considered. **In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this Solicitation.**

4.3. Solicitation Amendment

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

5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

5.1. Responses to this Solicitation must be submitted electronically via email to **rfx@dhhs.nh.gov** **AND** to the Contract Specialist at the email address specified in Subsection 1.2.

5.1.1. The subject line must include the following information:

RFP-2025-DBH-01-CERTI (email xx of xx).

5.2. The maximum size of file attachments per email is 25 MB. Submissions with file attachments exceeding 25 MB must be sent via multiple emails.

5.3. The Department must receive submissions by the time and date specified in the Procurement Timetable in Section 1.3 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.

5.4. The Department will conduct an initial screening step to verify Vendor compliance with the requirements of this Solicitation. The Department may waive or offer a limited opportunity for a Vendor to cure immaterial deviations from the Solicitation requirements if it is deemed to be in the best interest of the Department.

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

6. SOLICITATION RESPONSE REQUIREMENTS

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

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

6.3. Technical Response Contents

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

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

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

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

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

6.3.4. **Appendix E – Program Staffing List**

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

6.3.6. **Appendix G – IT Requirements Workbook**

6.3.7. **Appendix H – Vendor Risk Assessment Report**

6.4. Cost Proposal Contents

6.4.1. **Appendix F, Budget Sheet** – Vendors must complete an Appendix F, Budget Sheet, including the Budget Narrative column and Program Staff List, for each State Fiscal Year (July 1 through June 30). This is not a low cost award.

7. ADDITIONAL TERMS AND REQUIREMENTS

7.1. Non-Collusion

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

7.2. Collaborative Solicitation Responses

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

7.3. Validity of Solicitation Responses

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

7.4. Debarment

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

7.5. Property of Department

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

7.6. Solicitation Response Withdrawal

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

7.7. Confidentiality

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

7.8. Public Disclosure

- 7.8.1. The information submitted in response to this solicitation (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know laws, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this solicitation will be made accessible to the public online via the New Hampshire Secretary of State website (<https://sos.nh.gov/>).
- 7.8.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this solicitation should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the person listed as the point of contact for this solicitation, identifying the specific page number and section of the information considered to be confidential, commercial or financial and providing the rationale for each designation. Marking or designating an entire submission as confidential shall neither be accepted nor honored by the Department. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are "confidential."
- 7.8.3. Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required

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by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the Department as not conforming to the requirements of the solicitation.

- 7.8.4. Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in responses or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.
- 7.8.5. Notwithstanding a Vendor's designations, the Department is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in response to the solicitation. If a request is made to the Department to view or receive copies of any portion of the response that is marked confidential, the Department shall first assess what information it is obligated to release. The Department will then notify the Vendor that a request has been made, indicate what, if any, information the Department has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the response. To halt the release of information by the Department, a Vendor must initiate and provide to the Department, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.
- 7.8.6. By submitting a response to this solicitation, Vendors acknowledge and agree that:
 - 7.8.6.1. The Department may disclose any and all portions of the response or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this solicitation;
 - 7.8.6.2. The Department is not obligated to comply with a Vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and
 - 7.8.6.3. The Department may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

7.9. Electronic Posting of Solicitation Results and Resulting Contract

- 7.9.1. At the time of receipt of responses, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this solicitation, the Department will post the name, rank or score of each responding Vendor. In the event that the resulting contract does not require Governor & Executive Council approval, the Agency will disclose the rank or score at least five (5) business days before final approval of the contract.
- 7.9.2. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this solicitation, and posts those documents on its website

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(<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a response to this solicitation, vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this solicitation), any contract resulting from this solicitation that is submitted to G&C for approval will be made accessible to the public online.

7.10. Non-Commitment

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

7.11. Liability

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

7.12. Request for Additional Information or Materials

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

7.13. Oral Presentations and Discussions

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

7.14. Successful Vendor Notice and Contract Negotiations

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

7.15. Scope of Award and Contract Award Notice

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

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

7.16. Site Visits

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

7.17. Protest of Intended Award

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

7.18. Contingency

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

7.19. Ethical Requirements

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

7.20. Liquidated Damages

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

8. COMPLIANCE

- 8.1. The selected Vendor(s) must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the

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Department currently in effect, and as they may be adopted or amended during the contract period.

- 8.2.** The selected Vendor(s) may be required to complete a contract monitoring questionnaire, to be provided by the Department, to determine risk of noncompliance and appropriate monitoring activities, including, but not limited to:

- 8.2.1. Site visits.
- 8.2.2. File reviews.
- 8.2.3. Staff training.

8.3. Records

- 8.3.1. The selected Vendor(s) must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:

8.3.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the selected Vendor(s) in the performance of the resulting contract, and all income received or collected by the selected Vendor(s).

8.3.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.3.1.3. Records regarding the provision of services, including documentation of all recovery house applications and certifications, and complaints, investigations and resolutions, and all invoices submitted to the Department.

- 8.3.2. During the term of the resulting 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 resulting contract for purposes of audit, examination, excerpts and transcripts. If, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Vendor(s) as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Vendor(s).

8.4. Credits and Copyright Ownership

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

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

- 8.4.2. All written, video and audio materials produced or purchased under the contract must have prior approval from the Department before printing, production, distribution or use.
- 8.4.3. The Department will retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 8.4.3.1. Brochures.
 - 8.4.3.2. Resource directories.
 - 8.4.3.3. Protocols.
 - 8.4.3.4. Guidelines.
 - 8.4.3.5. Posters.
 - 8.4.3.6. Reports.
- 8.4.4. The selected Vendor(s) must not reproduce any materials produced under the contract without prior written approval from the Department.

8.5. Culturally and Linguistically Appropriate Services

- 8.5.1. Vendors are required to consider the need for language services for individuals with Limited English Proficiency as well as other communication needs, served or likely to be encountered in the eligible service population, both in developing their budgets and in conducting their programs and activities.
- 8.5.2. Vendors are required to complete Appendix B, Culturally and Linguistically Appropriate Services (CLAS) Requirements as part of their solicitation response. This is in accordance with Federal civil rights laws and intended to help inform Vendors’ program design, which in turn, will allow Vendors to put forth the best possible solicitation response.
- 8.5.3. If awarded a contract, the selected Vendor(s) will be:
 - 8.5.3.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the resulting agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
 - 8.5.3.2. A written attestation, within 45 days of the Effective Date of the resulting agreement and annually thereafter, that all personnel involved the provision of services to individuals under the resulting agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department’s website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).
 - 8.5.3.3. The Department’s Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the resulting agreement. The

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Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (<https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors>).

8.6. Background Checks

- 8.6.1. Prior to permitting any individual to provide services under this Agreement, the selected Vendor must ensure that said individual has undergone:
 - 8.6.1.1. A criminal background check, at the selected Vendor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
 - 8.6.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and
 - 8.6.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

8.7. Confidential Data

- 8.7.1. The selected Vendor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit.
- 8.7.2. The selected Vendor must ensure any individuals involved in delivering services through the resulting contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The selected Vendor must ensure said individuals have a justifiable business need to access confidential data. The selected Vendor must provide attestations upon Department request.
- 8.7.3. Upon request, the selected Vendor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the selected Vendor if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the selected Vendor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 8.7.3.1. How PII is gathered and stored;
 - 8.7.3.2. Who will have access to PII;
 - 8.7.3.3. How PII will be used in the system;

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- 8.7.3.4. How individual consent will be achieved and revoked; and
- 8.7.3.5. Privacy practices.
- 8.7.4. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

8.8. Contract End-of-Life Transition Services

8.8.1. General Requirements

- 8.8.1.1. If applicable, upon termination or expiration of the Contract the parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the selected Vendor to the Department and, if applicable, the selected Vendor engaged by the Department to assume the Services previously performed by the selected Vendor for this section the new selected Vendor shall be known as “Recipient”). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the selected Vendor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.
- 8.8.1.2. The selected Vendor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure (“Internal IT Systems”) of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 8.8.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
- 8.8.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of the Contract.
- 8.8.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security

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Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

8.8.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's Information Security Requirements Exhibit.

8.8.2. Completion of Transition Services

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

8.8.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

8.8.3. Disagreement over Transition Services Results

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

8.9. Audit Requirements

8.9.1. The selected Vendor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.9.1.1. Condition A - The selected Vendor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.9.1.2. Condition B - The selected Vendor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

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

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- 8.9.2. If Condition A exists, the selected Vendor(s) shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Vendor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 8.9.3. If Condition B or Condition C exists, the selected Vendor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Vendor's fiscal year.
- 8.9.4. Any selected Vendor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA as requested by the Department.
- 8.9.5. In addition to, and not in any way in limitation of obligations of the resulting Contract, it is understood and agreed by the selected Vendor that the selected Vendor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract(s) to which exception has been taken, or which have been disallowed because of such an exception.

9. APPENDICES TO THIS SOLICITATION

- 9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits**
- 9.2. Appendix B – Culturally and Linguistically Appropriate Services (CLAS) Requirements**
- 9.3. Appendix C – Transmittal Letter and Vendor Information**
- 9.4. Appendix D – Technical Response to Questions**
- 9.5. Appendix E –Program Staff List**
- 9.6. Appendix F – Budget Sheet**
- 9.7. Appendix G – DHHS DoIT Requirements Workbook**
- 9.8. Appendix H – DHHS DoIT Vendor Risk Assessment Report (VRAR)**
- 9.9. Appendix I – NARR Standard 3.0**