# State of New Hampshire
# Department of Health and Human Services
# Division of Community Based Care Services
# Bureau of Behavioral Health

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REQUEST FOR PROPOSAL

Population Overlap Estimation
RFP 07-DCBCS-BBH-POE-04

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**September 18, 2006**

105 Pleasant Street
State Office Park South
Concord NH 03301
603-271-5031
Fax: 603-271-5040

State of New Hampshire
Department of Health and Human Services
Division of Community Based Care Services
Bureau of Behavioral Health

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# RFP 07-DCBCS-BBH-POE-04

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# I. Introduction

## A. Purpose of The Request For Proposals

The purpose of this RFP is to purchase professional services to perform statistical analysis of data and to advise the Bureau in the implementation of statistical techniques. Funds for this activity are available from now to August of 2007 with the possibility of extension to August of 2008. The area to be served is statewide.

Copies of this RFP and accompanying forms can be downloaded from the website at:

http://www.dhhs.nh.gov/DHHS/obo/library/rfp/default.htm.

Forms on the website are in Acrobat Reader format and cannot be used for data entry. Blank copies of the Excel forms and a Word copy of the RFP will be sent electronically to all agencies that submit a Letter of Intent Form. (See Appendix A)

## B. Background Information

The Bureau of Behavioral Health (BBH), a unit of the New Hampshire Department of Health and Human Service (NH DHHS), Division of Community Base Care Services (DCBCS), is in need of estimates of the population BBH serves. BBH uses this information for planning, policy development, care delivery system management, and reporting. In particular, BBH is required to provide a series of reports to the Center For Mental Health Services (CMHS), Substance Abuse and Mental Health Services Administration (SAMHSA) of the Federal Department of Health and Human Services. These reports are a requirement of the Mental Health Block Grant and continued funding under this program is in part predicated on the successful completion of these reports. (Please note that Block Grant reports are subject to change by CMHS or SAMHSA.)

BBH is in the final stages of completion of a new information system (Phoenix) that will collect data from the 10 Community Mental Health Centers (CMHCs) and provide BBH with counts of the number of people served in each center and the number and type of services provided. However, due to HIPAA and other privacy concerns, this information system does not collect Social Security Number or name and therefore does not have the capacity to identify individuals served by more than one CMHC, or served by New Hampshire Hospital (NHH) and a CMHC, or served at another state agency and a CMHC. This means that BBH can not know exactly how many people are served in its programs, how many of those people are also served elsewhere, nor whether consumers experience positive outcomes of treatment as measured by such indicators as arrests, employment, or re-hosptialization.

BBH wishes to contract with an organization that has the capacity to generate estimates on the number of unique individuals served by the public mental health care delivery system. BBH also wants estimates of how many of the consumers are working full time, have had encounters with the criminal justice system, are in school, or are seen by multiple agencies including the Secure Psychiatric Unit (SPU) at the State Prison, children's residential treatment centers, homeless services, NHH, and substance abuse treatment services. All of these estimates must be generated without matching on personal identifying information. BBH also requires help in negotiating with the other agencies who may hold useful information, with advice on the best techniques for what BBH needs to accomplish, and with establishing permanent procedures for generating such estimates on a routine basis.

## C. PROCUREMENT TIMETABLE

These dates are subject to change at the discretion of BBH.

| | |
|---|---|
| September 18, 2006 | RFP is available to bidders by request, available on the NH DHHS website, and advertised in three major newspapers for at least 3 days |
| | There will be no Bidders' Conference. Please forward inquires according to Section II, Part B. |
| October 2, 2006 | Letter of Intent Form due to BBH by 4:30 PM EST. (Section II, Part D) |
| October 16, 2006 | Final date for questions due to BBH by 4:30 PM EST |
| October 20, 2006 | Final date for answers to questions due from BBH by 4:30 PM EST |
| October 31, 2006 | **Bidder proposals due to BBH by 4:30 PM EST.** |
| November 3, 2006* | Evaluation Step 1 completed |
| November 10, 2006* | Evaluation Step 2 completed |
| Nov. 13 - 17, 2006* | Presentations by semi-finalists, if necessary |
| November 20, 2006* | "Best and final offer" requests sent out, if necessary |
| November 27, 2006* | "Best and final offer" is due back |
| December 1, 2006* | Review "best and final offer" responses completed |
| December 4, 2006* | Letters of Selection or Non-selection sent out |
| December 22, 2006* | Contract draft completed |
| January 12, 2006* ~ | Initial review by the Attorney General's (AG) office |
| January 12, 2006* ~ | Contract reviewed at selected organization |
| January 19, 2006* ~ | Initial review by NH DHHS Commissioner's office |
| January 29, 2006 | Wording finalized; contract sent to selected organization for signature |
| February 12, 2007* | Contract returned by selected organization with certifications |
| February 19, 2007* | Contract reviewed and signed by BBH |
| March 5, 2007* | Final review and signature by AG's office |
| March 19, 2007* | Final review and signature by the NH DHHS Commissioner's Office |
| March 29, 2007* ^ | Contract is submitted to Administrative Services |
| April 4, 2007* ^ | Approval by Governor and Council (G&C) |
| April 4, 2007* ^ | Expected Effective Date |

* On or about this date - these dates are subject to revision.
~ These events can occur concurrently.
^ These dates are subject to the Council Schedule which has not been set for 2007.

### D. FUNDING AVAILABILITY

The project is funded through the Data Infrastructure Grant program of the Center for Mental Health Services of the Federal Substance Abuse and Mental Health Services Administration. Availability of funds is subject to the rules of this grant program.

All obligations of BBH, including the continuance of payments under an approved contract, shall be contingent upon the availability and continued appropriation of these grant funds and in no event shall BBH be liable for any payments in excess of such available funds. In the event of a reduction or termination of these funds, BBH shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate or amend the contract immediately upon giving the contracted organization notice of such termination or amendment.

### E. TERM

The contract that results from this RFP shall be for the term of the project, approximately one year.

### F. ELIGIBILITY

Proposals may be submitted by any established non-profit corporation, public agency (agency or department of municipal, county, or state government); or by private proprietorships, partnerships, or corporations; or by a consortium of public, non-profit, and private entities. In the case of collaborative proposals, one organization shall be designated to enter into a contractual relationship with BBH. Projects currently funded shall be in full fiscal and project compliance in order to receive consideration for an award under this RFP.

## II. Bidder Instructions and Information

### A. POINT OF CONTACT

Heidi Johnson
NH Department of Health and Human Services
Division of Community Based Care Services
Bureau of Behavioral Health
105 Pleasant Street
Concord, NH 03301

Fax: 603-271-5040

Voice: 603-271-5031

E-mail: hjohnson@dhhs.state.nh.us

NH DHHS Web Site:
http://www.dhhs.state.nh.us/DHHS/OBO/LIBRARY/RFP/default.htm

### B. BIDDER INQUIRIES

All questions and discussions relating to this RFP must be conducted through the Point of Contact listed in Section II, Part A.

Bidder's inquiries may include

- a request for clarification of the RFP;
- requests for changes to the RFP;
- suggestions that could improve the RFP competition or lower the offered price.

Please be sure to cite the RFP title, RFP number, and the page, section, part and item number being questioned.

Any questions relative to the RFP must be submitted in writing by the date specified in the Procurement Timetable in Section I, Part C. Inquiries received after this date and time will be addressed only if they are deemed by BBH to be critical to the competitive selection process.

Questions may be sent by mail, fax, or e-mail. If sent via e-mail, please include "POE RFP" in the subject line. BBH assumes no liability for inaccurate or incomplete e-mail transmissions and, while attempting in good faith to do so, is not responsible to acknowledge receipt.

Official answers shall be provided in writing. Oral statements, representations, clarifications, or modifications shall not be binding. The questions and their answers will be distributed by e-mail to all bidders who have submitted a Letter of Intent Form by the date specified in the Procurement Timetable in Section I, Part C.

## C. Bidder's Conference

There will be no bidder's conference.

## D. Intention to Bid

The enclosed Letter of Intent Form shall be completed and submitted by mail, fax, or e-mail to the Point of Contact listed in Section II, Part A no later than the date and time stated in the Procurement Timetable in Section I, Part C. (See Appendix A of this document.) The purpose is to establish a mailing list for

- an electronic copy of this RFP and the associated forms;
- all changes to the Procurement Timetable;
- answers to all submitted questions.

## E. Submittal Deadlines and Requirements

The proposal should be submitted to the Point of Contact listed in Section II, Part A by mail or courier. Faxed or e-mailed copies can NOT be accepted due to the need for an original signature; be sure the Proposal Face Sheet is signed by a person authorized to commit the organization to a legal obligation. The proposal shall be received (not simply post-marked) by BBH no later than 4:30 PM, Eastern Standard Time, on the deadline date specified in the Procurement Timetable in Section I, Part C of this document. No extensions will be granted. The responsibility for submitting a response to the RFP on or before the stated time and date rests solely with the bidder. BBH will in no way be responsible for delays in delivery caused by any occurrence including problems at the US Postal Service or other couriers.

## F. APPROPRIATE USE OF FUNDS

Funds may be used to pay for salaries and benefits of project staff, subcontracts, and consultants; expenses directly applicable to the aims of this project which are not for the purposes of publicity or promotion; travel for project purposes; technical assistance and other training of BBH staff and other State staff; educational materials; postage and shipping; supplies; and non-routine telephone expenses (teleconferences).

Any technical education needed by the bidder to successfully complete the assumed assignment will be at the sole expense of the bidder and provided by the bidder.

The indirect cost rate must be less than or equal to 12%.

This funding may not be used to replace funding for existing activities already funded from another source.

By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of $175,700 annually ($84.47 per hour).

No part of any funding obtained from this RFP shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, video, or internet presentation designed to support or defeat legislation pending before Congress or any State legislature, except in presentation to the legislative body itself.

No part of any funding obtained from this RFP shall be used to pay the salary or expenses of anyone related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

Bidders are encouraged to consider work incentive programs. A notice in response to the President's Welfare-to-Work Initiative was published in the Federal Register on May 16, 1997. This initiative is designed to facilitate and encourage the hiring of welfare recipients and provision of additional training and / or mentoring as needed. The text of the notice is available electronically on the OMB home page at www.whitehouse.gov/wh/eop/omb.

## G. PROPOSAL TERMS

BBH shall not be responsible for, nor pay for, any costs incurred by the bidder in the preparation of the proposal submitted in response to this RFP. Delivery of the proposal shall be at the bidder's expense. Any and all damage that may occur due to shipping shall be the bidder's responsibility.

All proposals shall remain valid for a period of one hundred and eighty (180) days from the proposal due date listed in the Procurement Timetable in Section I, Part C.

A bidder’s disclosure or distribution of proposals other than to BBH will be grounds for disqualification. All proposals must remain confidential until the Effective Date of any resulting contract.

No more than one proposal per organization should be submitted.

All material received in response to this RFP become the property of BBH and will not be returned to the bidder. The content of each bidder's proposal shall become a matter of public record, subject to applicable law and regulation, on the Effective Date of the contract.

### H. Performance Measurement

In Section III Scope of Work is a list of studies. Each study has one or more Products. The contracted organization's performance under this contact will be measure by how many of these Products they successfully deliver.

### I. Outcome Indicators

In Section III Scope of Work is a list of studies. Each study has one or more expected Outcomes listed. The contracted organization's success under this contract will be measured by how many of these Outcomes are achieved.

## III. Scope of Work

There are ten studies that BBH wishes to undertake. Samples of all of the Block Grant Tables referenced here are in Appendix I. (Please note that Block Grant reports are subject to change by CMHS or SAMHSA.)

### A. How Many Consumers Are Working?

In order to relieve the CMHCs of reporting burden, BBH would like to derive the information for Block Grant Table 4 and the vocational outcome measure from BBH's Memorandum of Understanding (MOU) (See Appendix H), part of the contracts with the CMHCs, from data from the Department of Labor. Specifically, BBH wants to estimate the percentage of non-duplicated eligible consumers (ages 18 - 59) at each CMHC who were employed. BBH also wants to estimate the number of people (ages 18 - 20, 21-64, and 65 and above) by gender who were employed, unemployed (but looking for work), and not in the work force.

1. Product A: attendance at meetings with the Department of Labor to explain the project, to identify what information they have available, and to establish procedures for release of their data to BBH.
2. Product B: a presentation to the CMHCs to explain the technique
3. Product C: a report on the analysis of the data showing an estimate of how many persons served are employed in a full time competitive job, both by each CMHC and statewide. If possible, the report should show trend data for SFYs 2005, 2006, and 2007. BBH will do a report on the number employed as reported through Phoenix so that these two sources can be compared.
4. Product D: a debriefing meeting to discuss the course of the study and prepare management for decision making.
5. Outcome A: BBH understands what data is available and how it can be transferred from the Department of Labor.
6. Outcome B: BBH understands the strengths and weaknesses of the employment data in Phoenix and can plan for future data collection (either from the agencies or from the Department of Labor).
7. Outcome C: BBH has a clearer understanding of the accuracy of the numbers reported in Block Grant Table 4.

8. Outcome D: BBH is in a position to enforce the vocational item in the MOU.

## B. How Many Unduplicated Consumers Does BBH Serve?

In Block Grant Tables 2A and B, 3, 5A and 5B, 6, 14A and B, 15, 16, 17, and 18, BBH is required to report on the number of unique individuals that are served in all 10 CMHCs and New Hampshire Hospital. Since BBH gets no uniquely identifying information from the CMHCs, BBH can not tell how many of their consumers are served by either another CMHC or the hospital (NHH). BBH needs an estimate of the number of persons seen in more than one setting so that BBH can adjust the reported numbers accordingly. Such estimates will also inform BBH of the amount of mutual service in the system and support or refute the arguments for a common clinical record. It will also help BBH look at each CMHC's utilization of the hospital over time.

1. Product A: a report on the analysis of the data showing an estimate of how many individual persons have been served by the CMHCs and NHH combined. If possible, the report should show trend data for SFYs 2005, 2006, and 2007.
2. Product B: a report on the analysis of the data showing an estimate of how many individual persons have been served by the CMHCs statewide. If possible, the report should show trend data for SFYs 2005, 2006, and 2007.
3. Product C: a document discussing the strengths, weaknesses, and cost vs. benefit analysis of using the results to modify the Block Grant reports and, if appropriate, how to perpetuate the process for future years.
4. Outcome A: BBH understands how much overlap there is in the treatment populations of each service entity.
5. Outcome B: BBH understands how the overlaps impact the numbers reported in the Block Grant reports.
6. Outcome C: BBH has the necessary skills and tools to continue to do the analysis in coming years if appropriate.
7. Outcome D: BBH can evaluate the use of this data for its Performance Index.

## C. How Many Consumers Have Been Arrested?

In order to explore using arrest data as an Performance Indicator for children and to complete Block Grant Table 19A, BBH will need to work with the Department of Justice or other data sources to develop estimates of the number of people who have received services in the system who have also been arrested. Specifically, for persons who have received services for at least 12 months and for persons who began services in the more recent year, how many people were arrested the previous year (T1) and how many were arrested in the more recent year (T2), of those arrested during T1, how many were arrested again in T2 and of those not arrested in T1, how many were arrested in T2. (See the table for a complete understanding but note that the data under "Assessment of the Impact of Services" come from a consumer survey and are not of concern to this RFP.)

1. Product A: attendance at meetings with the Department of Justice or other applicable entities to explain the project, to identify what information they have available, and to establish procedures for release of their data to BBH.

2. Product B: a report on the analysis of the data showing an estimate of how many persons served by each CMHC have been arrested. If possible, the report should show trend data for SFYs 2005, 2006, and 2007.
3. Product C: a report supplying numbers for completion of as many cells of Block Grant Table 19A as possible. If possible, the report should show trend data for SFYs 2005, 2006, and 2007.
4. Product D: a debriefing meeting to discuss the course of the study and prepare a plan of action for continued reporting.
5. Outcome A: BBH understands what data is available and how it can be transferred from the supplying entity.
6. Outcome B: BBH understands the strengths and weaknesses of the incarceration data in Phoenix and can plan for future data collection (either from the agencies or from an external supplying entity).
7. Outcome C: BBH has a clearer understanding of the accuracy of the numbers reported in Block Grant Table 15 and can, for the first time, supply data for Block Grant Table 19A.
8. Outcome D: BBH can evaluate the use of this data for its Performance Index.

## D. How Many Consumers Have Been Incarcerated?

BBH is interested in corroborating the numbers reported on Block Grant Table 15 and looking at incarcerations of children and adults for the Performance Index. To do this BBH will need to work with the Department of Corrections, Division of Juvenile Justice Services, the Department of Justice, and / or other data sources to develop estimates of the number of people who have received services in the system who have also been arrested or incarcerated. Which of these measures is adopted will depend on the sophistication and availability of data from these systems.

1. Product A: attendance at meetings with the applicable entities to explain the project, to identify what information they have available, and to establish procedures for release of their data to BBH.
2. Product B: a report on the analysis of the data showing an estimate of how many persons served by each CMHC are involved in the juvenile or criminal justice system. If possible, the report should show trend data for SFYs 2005, 2006, and 2007 and before and after treatment results similar to Block Grant Table 19A.
3. Product C: a report supplying numbers for comparison to as many cells of Block Grant Table 15 as possible.
4. Product D: a debriefing meeting to discuss the course of the study and prepare a plan of action for continued reporting.
5. Outcome A: BBH understands what data is available and how it can be transferred from the supplying entity.

6. Outcome B: BBH understands the strengths and weaknesses of the incarceration data in Phoenix and can plan for future data collection (either from the agencies or from an external supplying entity).
7. Outcome C: BBH has a clearer understanding of the accuracy of the numbers reported in Block Grant Table 15.
8. Outcome D: BBH can evaluate the use of this data for its Performance Index.

## E. How Many Child Consumers Are Succeeding in School?

In order to develop a measure of success for children and youth and to corroborate the data BBH submits on Block Grant Table 19B, BBH would like to work with the Department of Education to develop estimates for one or more of the following:

- Percentage of school days attended
- Percentage of child consumers participating in standardized tests
- Percentage of time child consumers are mainstreamed (not in special classes/schools)
- Standardized test scores for child consumers
- Grade point average for child consumers
- Percentage of child consumers promoted to the next grade.

1. Product A: attendance at meetings with the Department of Education to explain the project, to identify what information they have available, and to establish procedures for release of their data to BBH.
2. Product B: a report on the analysis of the data showing an estimate of how many persons served by each CMHC are involved in the chosen measures. If possible, the report should show trend data for SFYs 2005, 2006, and 2007.
3. Product C: a debriefing meeting to discuss the course of the study and prepare a plan of action for continued reporting.
4. Outcome A: BBH understands what data is available and how it can be transferred from the supplying entity.
5. Outcome B: BBH understands the strengths and weaknesses of the education data and can plan for future data collection (either from the agencies or from an external supplying entity).
6. Outcome C: BBH can evaluate the use of this data for its Performance Index.

## F. How Many Consumers Were Also Seen In Private Inpatient Settings?

In order to complete Block Grant Tables 3, 6, 20 B, and 21, BBH needs to estimate the number of people that are seen by CMHCs, the New Hampshire Hospital (NHH), or the Secure Psychiatric Unit (SPU) and who are also treated in other psychiatric inpatient settings (private). BBH would like to determine if there has been a reduced utilization of psychiatric inpatient beds by looking at total statewide utilization, instead of just NHH. BBH wants to estimate the number of persons seen at the CMHCs who were also see in private inpatient or SPU setting broken

down by age and gender. BBH wants to estimate the number served in private inpatient or the SPU at the beginning of the State Fiscal Year (July 1st) and the number of admissions and discharges during the year. Of the people discharged from NHH, BBH would like to estimate how many were readmitted to another institution (SPU or private since NHH is the only state psychiatric hospital) within 30 and 180 days. BBH wants the converse as well, an estimate of the number of people released from the SPU who are admitted to NHH or a private hospital within 30 and 180 days. The estimates will involve an analysis of the overlap between the data base, the Department of Corrections data base, and the statewide hospital data base maintained by the Bureau of Data and Systems Management.

1. Product A: attendance at meetings with the Department of Corrections, NHH, the Bureau of Data and Systems Management, and other applicable entities to explain the project, to identify what information they have available, and to establish procedures for release of their data to BBH.
2. Product B: a report on the analysis of the data showing an estimate of how many persons served by each CMHC were also seen at a private hospital. If possible, the report should show trend data for SFYs 2005, 2006, and 2007.
3. Product C: a report supplying numbers for completion of as many cells of Block Grant Table 3, 6, 20B, and 21 as possible. If possible, the report should show trend data for SFYs 2005, 2006, and 2007.
4. Product D: a debriefing meeting to discuss the course of the study and prepare a plan of action for continued reporting.
5. Outcome A: BBH understands what data is available and how it can be transferred from the supplying entity.
6. Outcome B: BBH understands the strengths and weaknesses of the data and can plan for future data collection (either from the agencies or from an external supplying entity).
7. Outcome C: BBH can, for the first time, supply data for the "Other Psychiatric Inpatient" rows in Block Grant Tables 3 and 6 and the whole of Block Grant Table 21.
8. Outcome D: BBH can evaluate the use of this data for its Performance Index.

## G. How Many Consumers Are In Residential Treatment Centers?

In order to complete the Residential Treatment Center for Children (RTCC) rows in Block Grant Tables 3, 6, and to corroborate the column in Table 15, BBH needs to estimate the number of children that are seen by CMHCs and who are also treated in Residential Treatment Centers for Children. These treatment centers are funded through the Division of Children, Youth and Families (DCYF). BBH wants this estimate broken down by age and gender. BBH wants to estimate the number served in RTCCs at the beginning of the State Fiscal Year (July 1st) and the number of admissions and discharges during the year. If possible BBH would like to estimate the length of stay as well. BBH would also like to have the estimate of the children in RTCC broken down by age, gender, race and ethnicity to compare to the number in the RTCC column of Block Grant Table 15 which will come from Phoenix.

1. Product A: attendance at meetings with the DCYF and other applicable entities to explain the project, to identify what information they have available, and to establish procedures for release of their data to BBH.
2. Product B: a report on the analysis of the data showing an estimate of how many persons served by each CMHC were also seen at a RTCC. If possible, the report should show trend data for SFYs 2005, 2006, and 2007.
3. Product C: a report supplying numbers for completion of as many cells of Block Grant Table 3, 6 and 15 as possible. If possible, the report should show trend data for SFYs 2005, 2006, and 2007.
4. Product D: a debriefing meeting to discuss the course of the study and prepare a plan of action for continued reporting.
5. Outcome A: BBH understands what data is available and how it can be transferred from the supplying entity.
6. Outcome B: BBH understands the strengths and weaknesses of the data and can plan for future data collection (either from the agencies or from an external supplying entity).
7. Outcome C: BBH can, for the first time, supply data for the "Residential Treatment Centers for Children" rows in Block Grant Tables 3 and 6 and corroborate the "Residential Treatment Centers for Children" column in Block Grant Table 15.
8. Outcome D: BBH can evaluate the use of this data for its Performance Index.

## H. How Many Consumers Are Homeless?

To corroborate the numbers reported on Table 15 with regard to homelessness, BBH would like to do an analysis of the overlap between the data base and the NHH data base and the data base maintained by the Office of Homeless, Housing, and Transportation Services (OHHTS).

1. Product A: attendance at meetings with NHH, OHHTS, and other applicable entities to explain the project, to identify what information they have available, and to establish procedures for release of their data to BBH.
2. Product B: a report on the analysis of the data showing an estimate of how many persons served by each CMHC were also seen at a homeless facility pre and post treatment and how many persons served by NHH were also seen at a homeless facility pre and post treatment. If possible, the report should show trend data for SFYs 2005, 2006, and 2007.
3. Product C: a report supplying numbers for comparison to as many cells of Block Grant Table 15 as possible.
4. Product D: a debriefing meeting to discuss the course of the study and prepare a plan of action for continued reporting.
5. Outcome A: BBH understands what data is available and how it can be transferred from the supplying entity.
6. Outcome B: BBH understands the strengths and weaknesses of the data and can plan for future data collection (either from the agencies or from an external supplying entity).
7. Outcome C: BBH can corroborate the Homeless column in Block Grant Table 15.

8. Outcome D: BBH can evaluate the use of this data for its Performance Index.

## I. How Many Are Served By Both Mental Health and Substance Abuse Systems?

BBH is also interested for planning purposes, given the pending implementation of Substance Abuse related Evidence Based Practices, in estimating the number of people served by both the mental health and substance abuse service systems.

1. Product A: attendance at meetings with the Division of Public Health Services (DPHS) and other applicable entities to explain the project, to identify what information they have available, and to establish procedures for release of their data to BBH.
2. Product B: a report on the analysis of the data showing an estimate of how many persons served by each CMHC were also seen at substance abuse agencies. If possible, the report should show trend data for SFYs 2005, 2006, and 2007 and the chronological relationship of the mental health and substance abuse services.
3. Product C: a debriefing meeting to discuss the course of the study and prepare a plan of action for continued reporting.
4. Outcome A: BBH understands what data is available and how it can be transferred from the supplying entity.
5. Outcome B: BBH understands the strengths and weaknesses of the data and can plan for future data collection (either from the agencies or from an external supplying entity).
6. Outcome C: BBH can evaluate the use of this data for its Performance Index.

## J. How Many Consumers Die?

BBH would also like to estimate the number of consumers that die each year by analysis of Vital Records data.

1. Product A: attendance at meetings with the Division of Vital Records in the Office of the Secretary of State, Health Statistics & Data Management of the Division of Public Health Services, and other applicable entities to explain the project, to identify what information they have available, and to establish procedures for release of their data to BBH.
2. Product B: a report on the analysis of the data showing an estimate of how many persons served by each CMHC died in some timeframe during or after treatment. If possible, the report should show trend data for SFYs 2005, 2006, and 2007.
3. Product C: a debriefing meeting to discuss the course of the study and prepare a plan of action for continued reporting.
4. Outcome A: BBH understands what data is available and how it can be transferred from the supplying entity.
5. Outcome B: BBH understands the strengths and weaknesses of the data and can plan for future data collection (either from the agencies or from an external supplying entity).
6. Outcome C: BBH can evaluate the use of this data for its Performance Index.

For each of these projects, BBH will need to have this capability in future years as well so the project will need to describe how to perpetuate these techniques. Appropriate Office of Information Technology (OIT) and BBH's staff will need both an orientation and in-depth training depending on the final solution.

Some of the meetings, orientations, and trainings outlined above may be combined, at BBH's discretion.

# IV. Terms and Conditions

## A. PUBLICITY

Public announcements or news releases pertaining to the award of this contract shall not be made without the written permission of BBH which will only be given after the Effective Date of the contract.

## B. PRICE GUARANTEE

This is to be a firm fixed price contract. The cost is not to exceed the agreed upon price. **Do not underbid this RFP.** You will be expected to deliver all contracted products at the agreed upon price with the agreed upon personnel regardless of cost overruns.

## C. NON-EXCLUSION

Any resulting contract from this RFP will be a non-exclusive contract. BBH reserves the right, at its discretion, to retain other organizations to provide any of the services identified under this procurement.

## D. OWNERSHIP AND COPYRIGHT

All documents (written, video, audio) produced or purchased under the contract shall have prior approval from BBH before printing, production, distribution or use. BBH will retain copyright ownership for any and all original materials produced with BBH contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. The contracted organizations may not reproduce any materials produced under the contract without prior written approval from BBH.

During the period of the contract, the contracted organization shall provide BBH with access to all documents, materials, reports and other work in progress relating to this RFP as work for hire. Upon expiration or termination of the contract with BBH, the contracted organization will turn over all documents, material, reports, and work in progress relating to this RFP to BBH.

Any copyrighted or copyrightable works developed under this contract are subject to a royalty free, nonexclusive, and irrevocable license to the Federal Government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes.

## E. BBH RESERVED RIGHTS

BBH shall be under no obligation to contact bidders for clarification of their proposal, but it shall reserve the right to do so at any time prior to the award of a contract.

BBH reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an amendment to this RFP, BBH, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

BBH reserves the right to accept or reject all or any proposal and to waive any minor irregularities in a proposal.

The distribution of this RFP shall not commit BBH to issue a contract. BBH reserves the right, at its sole discretion, to reject any and all proposals or any portions of proposals; to cancel this RFP; and to solicit new proposals under a new acquisition process.

BBH reserves the right to award a contract or contracts based on any and all parts of one or more submitted proposals. BBH reserves the right, at its discretion, to retain multiple organizations to provide any of the services identified under this procurement.

BBH reserves the right to make final funding decisions based on the availability of funds, geographic distribution of services, prior contract performance (if applicable), and other BBH priorities.

Regardless of the bidder selected, BBH reserves the right to use any information presented in any proposal.

BBH reserves the right to ask for "best and final offers" as described in Section VI, Part C.

BBH reserves the right to modify the Procurement Timetable as necessary. Prior to final selection, all bidders who have filed a Letter of Intent will be notified of such revisions. Following final selection, only the selected organization will be notified.

BBH may conduct reference and background checks on the project staff. BBH reserves the right to require removal or reassignment of the selected organization's project staff found unacceptable to BBH as a result of such reference and background checks.

## F. PRIVACY AND CONFIDENTIALITY OF STATE INFORMATION

"Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42CFR2) are applicable to any information about alcohol and other drug abuse patients obtained by the contracted organization.

The contracted organization must support and enforce all State and Federal rules, regulations and policies applicable to the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Regulations promulgated under this act require covered entities like BBH to comply with certain privacy and security requirements (45 C.F.R. Parts 160 and 164) associated with the transfer, use, or disclosure of protected health information. If applicable, the contracted organization must agree that it will enter into a contractual agreement with BBH that complies with the HIPAA privacy and security requirements including but not limited to a Business Associate Agreement (BAA) substantially like the one in Appendix G. Further, the contracted organization must agree that it will enter into and comply with this requirement at no additional cost to BBH.

All State of New Hampshire laws and regulations apply.

Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with the most restrictive of the above set of regulations. The contracted organization is responsible for assuring compliance, by their own organization and all subcontractors, with

these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted or stored patient material.

The contracted organization must agree that all discussions or information gained during an engagement shall be considered confidential and that no information gathered by the contracted organization shall be released without prior consent of BBH.

All data accessed by the contracted organization are the property of the State of New Hampshire. All data and information generated by this project are the property of BBH. The contracted organization must not give, sell, or otherwise disclose any information within State databases or collected on behalf of BBH, public or otherwise, without the expressed written permission of the owner of the data.

## G. AMENDMENTS

BBH has the option of amending contracts throughout the funding cycle based on the contracted organization's performance, fiscal expenditure, and other contract requirements. All amendments require approval by the Governor and Executive Council.

## H. CONTRACTED ORGANIZATION PERSONNEL

The contracted organization must make the individuals proposed for this project available to be interviewed by BBH, at BBH's discretion, prior to project assignment.

BBH may require a reference or detailed background check on any individual assigned to this project who could be exposed to confidential or sensitive information and may request removal or reassignment as a result of such checks.

The contracted organization must agree to not change key staff and the project manager unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave, or any such forced long term absence from the project. Any such changes shall require the prior written approval of BBH. Replacement project staff shall be "equal or better" to the staff being replaced and are subject to the provisions of this RFP and any resulting contract.

The contracted organization shall not hire, or permit a subcontractor to hire, any person who already has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

## I. SUBCONTRACTED ORGANIZATION DISCLOSURE

If the execution of work to be performed by the bidder requires the hiring of subcontracted organizations, the bidder must clearly state this in the proposal. See Section V, Part D, Item 6.

Your organization will remain solely responsible for the performance of all work, including work that you subcontract. The subcontracted organization is subject to all of the same restrictions as the bidder as outlined in this RFP and the contract. Your organization is responsible for monitoring the subcontracted organization to assure compliance.

All subcontracts will be subject to BBH approval.

The contracted organization, not subcontractors, will be the sole point of contact with regard to all contractual matters including invoices and payments.

## J. TRAVEL EXPENSES

The contracted organization must agree that it will assume all travel expenses including, but not limited to meals, hotel, airfare, car rentals, car mileage, and out-of-pocket expenses. BBH will not pay directly for any travel expenses unless specifically itemized in the contract.

## K. SHIPPING AND DELIVERY

BBH will not pay directly for any shipping or delivery fees unless specifically itemized in the contract.

## L. INVOICING

The contracted organization shall submit correct invoices to BBH for all amounts to be paid by BBH. All invoices submitted must meet with the approval of BBH and said approval shall not be unreasonably withheld. The contracted organization shall only submit invoices for services or products as permitted by the contract. Invoices must be in a format pre-approved by BBH and contain detailed information including itemization of each product, or the date or event triggering this payment or reimbursable project costs, the date of delivery or occurrence, and the amount due.

The contracted organization shall promptly, but within no more than fifteen business days, pay BBH the full amount of any over payment or erroneous payment upon discovery.

BBH may apply credits due to BBH against the contracted organization's invoices with appropriate information attached.

## M. WORKSPACE

BBH will work with the contracted organization to determine the requirements for providing all necessary workspace and office equipment, including desktop computers, for the contracted organization's staff. If a bidder has specific requirements, they must be included in their proposal. See Section V, Part D, Item 8.

## N. ACCESS

When delivering services under an approved contract, the contracted organization shall work under the broad supervision of the BBH Contracting Officer for this project.

All work performed at the BBH offices is expected to be completed during normal State business hours: Monday through Friday (excluding State holidays) from 8 AM to 5 PM. A BBH representative must be present for any work done on site outside of normal working hours. Any exception to this provision must be approved in advance by BBH.

The BBH offices are located in a secure building. The contracted organization personnel must comply with all building access restrictions.

All contracted organization personnel who will have access to the State computer system must sign a "Computer Access and Use Agreement." (See Appendix F)

## O. RECORD KEEPING

The contracted organization and it's subcontractors are required to maintain documentation for all charges against BBH under this contract in accordance with all applicable State and Federal laws and regulations. The books, records, and documents of the contracted organization, insofar as they relate to work performed or money received under this contract, are required to be maintained for a period of five full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by BBH or any appropriate Federal agencies or their duly appointed representatives. The records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State of New Hampshire and Federal officials so authorized by law, rule, regulation or contract, as applicable. During the term of this contract, access to these items will be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by BBH. Delivery of and access to such records will be at no cost to BBH during the three year period after the contract term or six year term following litigation. The contracted organization shall include the record retention and review requirements of this section in any of its subcontracts

## P. CONTRACT SECURITY OR PERFORMANCE BOND

There is no contract security or performance bond required by BBH.

## Q. STATE STAFFING OF THE PROJECT

BBH will make a good faith effort to provide adequate State staffing of this project. Proposals should include a clear statement of the bidder's expectations of BBH staff commitment. See Section V, Part D, Item 8.

## R. ACCOUNTABILITY AND DELIVERY SCHEDULE

Specific due dates for the various products and services to be delivered under any resulting contract will be set by mutual agreement between the contracted organization and BBH.

The contracted organization will be held accountable for meeting the product and outcome expectations stated in this RFP in accordance with the schedule delineated in their proposal or, if necessary, a schedule revised with the written consent of BBH. Failure to meet or revise such a schedule may jeopardize the organization's current and / or future funding. Corrective action may include contract amendment or termination.

## S. PAYMENT SCHEDULE

BBH shall not be responsible for any work performed by the contracted organization prior to the Effective Date of a contract.

Payment for contracted services will be made on a schedule agreed upon with the successful bidder.

# V. Bidder Proposal Requirements

## A. FORMAT

Formatting of the proposal gives an overall impression of the professionalism of your organization, indicates attention to detail, and demonstrates the ability to follow instructions.

- The bidder is required to submit an original typewritten or computer printed proposal, clearly marked "Original" plus 1 clear and clean copy.
- The text should be printed on medium weight paper that is white and 8.5 inches by 11.0 inches in size.
- All pages must be printed on only one side.
- The text should be single-spaced in black ink, with one column per page. Figures and highlights may be in color but be aware that black and white copies will be made for the Evaluation Team so the colors must be reproducible as black or gray; avoid yellow; use texture as well as color in charts and graphs.
- Proposals are required to be in no less than 11-point font. Please be sure the text does not exceed an average of 15 characters per inch, as measured on the physical page. Text should not exceed 6 lines per vertical inch.
- All margins (left, right, top, bottom) should be at least one inch each.
- Left justification is preferred.
- Each page, including the first and all of the pages in the Supplemental Material section, should display a footer naming the bidding organization, the RFP name, and the RFP number. Page numbers should also appear in the footer on the far right side in the format of "<Page Number> of <Number of Pages>." Page numbers should be in the same point size as the text of the document; the other footer information maybe in 8-point font. (See the footer of this document for an example.)
- Pages should be numbered consecutively from beginning to end so that information can be located easily during review of the application. The Proposal Face Sheet is Page 1, the Proposal Checklist is Page 2, and the Executive Summary begins on Page 3.
- Page limitations should be adhered to for each section.
- All acronyms should be spelled out the first time that they are used. Technical terms should be explained in such a way that an average reader could understand their intent. A glossary in the Supplemental Material is very helpful.
- The source of all information cited should be appropriately noted. A bibliography included in the Supplemental Material may be appropriate.
- Proposals should not be bound or stapled, but clipped in the upper left corner. Nothing should be attached, stapled, folded, or pasted. No odd or oversized attachments such as posters should be included. The document should be ready to be passed through a copier.
- No videotapes, audiotapes, DVDs, or CD-ROMs will be accepted.

## B. SIGNATURE

The bidder's signature on a proposal submitted in response to this RFP guarantees that the prices quoted have been established without collusion with other eligible bidders and without effort to preclude the State of New Hampshire from obtaining the best possible competitive proposal.

An original signature must appear on the Proposal Face Sheet of the original copy of the proposal submitted. This must be the signature of a person authorized to commit the organization to a legal obligation.

## C. CONTENTS

The following required materials should be submitted to BBH in order for a proposal to be complete:

- Signed Proposal Face Sheet (1 page provided in Appendix B)
- Proposal Checklist (1 page provided in Appendix C)
- Narrative (See detailed description below)
- Budget Form (See detailed description below; 1 page provided in Appendix D)
- Budget Narrative (See detailed description below; instructions are included with Budget Form instructions in Appendix D)
- Project Staff List Form (1 page provided in Appendix E)

## D. NARRATIVE

### 1. Executive Summary (not to exceed 2 pages) (not scored)

A clear Executive Summary will assist reviewers in evaluating the Proposal. This summary provides bidders the opportunity to describe those factors that they believe distinguish them from other bidders.Provide an overview of your organization including any networks, consortiums, or subcontracted organizations to be involved. The bidder should clearly identify their qualifications to meet the requirements defined in the RFP.

Briefly summarize the proposal following the proposal outline. Note the services to be performed. Offer an approach that reveals a clear understanding of the requirements of the RFP. Avoid simply restating the RFP.

Clearly state the total price of the project.

### 2. Table of Contents (not scored)

The Table of Contents should list each section with the number of the page on which the information is found:

Proposal Face Sheet .....1
Proposal Checklist .....2
Executive Summary .....3
Table of Contents .....?
Background, History, and Experience .....?

References.....?
Response to Scope of Work.....?
Bidder Capacity .....?
Key Staff .....?
Responsibility and Expectations of BBH .....?
Budget Form .....?
Budget Narrative.....?
Project Staff List Form.....?
Supplemental Materials (if necessary).....?

### 3. Background, History, and Experience (not to exceed 5 pages) (15 points)

Please provide a general overview of the mission, background, and history as an introduction to your organization noting any significant events that would be pertinent to the scope of work required here.

Describe the organization's legal (not-for-profit / for profit, proprietorship, government entity etc.) and administrative structure. Include an organizational chart, if necessary.

Distinguishing public from private sector work, describe your organization's experience with similar projects. Include the length of time for each project, the contracted dollar amount, a brief description of the activities, indications of the scope or size of the project, and whether or not the project was completed on time and within budget.

This section will be evaluated on the extent to which

- the bidding organization has a depth of background and experience;
- the mission and history of the organization is in line with this project; and
- the cited project experience demonstrates the ability to manage similar projects and complete them on time, within budget, and to the satisfaction of the buyer.

### 4. References (not to exceed 2 pages) (not scored)

The proposal must include the names of at least three organizations or individuals as references, including phone numbers, that BBH may contact to provide information about the bidder's ability to carry out the requirements of this contract. It is highly preferable that the references be from projects described under Experience.

Name
Title
Organization Name
Address
Phone and Fax Numbers
E-mail Address
Dates of project and project name

### 5. Response to Scope of Work (not to exceed 10 pages) (20 points)

This narrative describes how the project is set up operationally. Please use the Scope of Work as an outline for this section. For each task, indicate your understanding of the assignment by

describing how you proposed to accomplish the intent of the item. Provide a comprehensive and detailed description of the services to be provided. Set up and lead into the sections on Capacity and Key Staff by describing the tasks that will be undertaken, the tools to be used, the skills required, and the roles to be filled by project members. If an item in the Scope of Work is not feasible from your understanding, propose an alternative that allows BBH to achieve the intended outcome.

Provide a preliminary schedule of events including payments.

Describe a plan for monitoring and evaluating progress toward meeting objectives and performance targets. Include a discussion of quality assurance measures.

This section will be evaluated on the extent to which

- the proposal is relevant to the overall goal(s) of the project as described in the RFP;
- the proposed project structure, plan of operation, and roles of project staff are clearly and concisely described;
- the bidder describes exactly and concisely how the Scope of Work will be implemented including rational timelines and deliverables;
- the proposal presents a sound monitoring and evaluation plan that includes a quality assurance plan and states how progress toward meeting objectives will be measured; and
- the proposed solution appears feasible.

### 6. Bidder Capacity (not to exceed 5 pages) (20 points)

Describe your organization's capacity to carry out the Scope of Work as described in Section III and to meet the performance and outcome measures proposed. This includes

- your organizations ability to perform the technical aspects of the project;
- the availability of qualified and experienced personnel; and
- the availability of adequate facilities, general environment, and resources for the proposed services.

Please provide information on the number of employees and your current project commitment and how that will impact on this project. Provide enough information to demonstrate that your staff is of sufficient size and experience to complete the requirements of this RFP in the time allowed. If you plan on adding employees or subcontracting part of the work, please detail that information here.

Identify all subcontracted organizations and describe the work to be performed. Describe your rationale for utilizing subcontracted organizations; include relevant past experience with the subcontracted organization(s) that you propose. Attach copies under Supplemental Material of contractual agreements, memoranda of understanding, or letters of support from the appropriate persons summarizing the nature of the collaboration and indicating the level of support.

Explain how the project will be administered and managed by your organization. Identify and name the proposed project manager and note his or her qualifications, particularly in a management role. The project manager must have full authority to make binding decisions

under the contract, and shall function as the selected organization's representative for all administrative and management matters.

Provide objective indications of the commitment of senior management to support and sustain this project.

You must include a description of any litigation, previous or currently outstanding, relating to your organization's performance or the actions of any proposed subcontracted organization on any project similar to that outlined here.

This section will be evaluated on the extent to which

- the proposal demonstrates sufficient resources to complete the project in a timely manner;
- technical skill sets are available for the project;
- plans for project administration and management are adequate;
- support from senior management is clearly demonstrated; and
- no litigation precludes contracting.

### 7. Key Staff (not to exceed 20 pages) (15 points)

Include a brief biography, resume, or curriculum vitae of all key staff, particularly the project manager, to be funded in part or whole through this proposal. These should be comprehensive and include current position with the organization, educational background, work experience, length of service with the firm, and significant projects on which the individual has worked. They should be no more that 3 pages in length for each person. If it was not made clear in Response to Scope of Work, include what you see as their major tasks in this undertaking and relate those to their backgrounds.

If a project staff position is not currently filled, include a job description of the vacant position.

In addition to this section of the Narrative, complete the provided Project Staff List according to instructions.

This section will be evaluated on the extent to which the required skill sets are demonstrated.

### 8. Responsibility and Expectations of BBH (not to exceed 2 pages) (5 points)

The proposal should include an explanation of the staffing that will be required of BBH. This includes the number of staff, the amount and distribution of time, and the levels of expertise expected. Include all requirements for on site workspace and office equipment including desktop computers.

This section will be evaluated on the extent to which the expectations of BBH commitments are feasible.

## E. BUDGET AND BUDGET NARRATIVE (NOT TO EXCEED 4 PAGES) (25 POINTS)

Use the Budget Form in Appendix D following the directions also found there. Bidders should present a budget that is reasonable and contains sufficient detail and justification for the expenditures proposed. Indirect costs for this project shall not exceed 12% of the total budget.

The Budget Narrative describes each expense item for which funding is requested and links each with services to be provided.

This section will be evaluated on the extent to which

- the budget narrative provides a detailed description and justification for the use of funds according to instructions;
- the budget is appropriate in relation to the proposed activities, is reasonable, clearly justified, and consistent with the intended use of funds;
- the budget provides adequate funding for the level of staffing proposed;
- the budget covers the cost of travel, postage, and shipping, if appropriate (BBH will not pay for these items directly); and
- the indirect cost rate does not exceed 12%.

### F. SUPPLEMENTAL MATERIALS (NOT SCORED)

Supplementary materials may be included as part of the submittal. These supplementary materials should either explain or expand upon information presented in the formal proposal. All supplementary materials must be clearly identified (e.g., Appendix A, B, etc.) and cited in the text of the formal proposal.

## VI. Process For Evaluation and Selection

### A. EVALUATION

BBH is interested in receiving the best rates for the best quality products and services. Bids will be evaluated on a Best Value basis, not solely on cost.

Upon receipt, the proposal information will be disclosed to the Evaluation Team members only. The proposals will not be publicly available until after the contract is awarded. The possible need for clarifications or "best and final offer" necessitates non-disclosure.

The first step in the evaluation process will to be assess that each proposal has met the following minimum criteria:

- The proposal was received on or before the submission deadline.
- The proposal contains all the required signatures and sections.
- The correct number of copies were submitted.

**Failure to meet minimum submission requirements could result in the proposal being rejected and not included in the rest of the evaluation process.**

In the second step, all proposals which passed the first step will be reviewed and rated by an Evaluation Team appointed by the Administrator of BBH. The evaluation will be based on capabilities of the bidder in relation to the needs of this project as set forth in this RFP. The merits of each proposal will be evaluated individually according to the proposal objective scoring criteria described in Section V of this RFP. The maximum number of points for each of the required elements of a proposal are identified; the total maximum number of points is 100.

If BBH chooses to award a contract as a result of this RFP, it shall be to the responsive and responsible bidder that receives the highest total rating as a result of the proposal evaluation process. If competing proposals are close to equal in scoring, greater weight may be given to costs. If appropriate, semi-finalists will be determined as a result of these scores.

## B. ORAL PRESENTATION

The Evaluation Team may request that semi-finalists stage a live presentation of their proposal and may request interviews with proposed key personnel. The Evaluation Team will score these presentations at that time in order to determine the successful bidder. Evaluation and scoring criteria will be provided to each semi-finalist prior to their presentation. Any and all costs associated with this presentation or the interviews will be borne by the bidder. Such presentations and interviews may be done in person or through teleconferencing or web conferencing at the discretion of BBH.

## C. PROPOSAL NEGOTIATION

BBH expects that each bidder will put forth a definitive cost proposal. BBH may, however, determine that it is in the best interests of BBH to seek a "best and final offer" from the semi-finalists and will provide these bidders the opportunity to amend their original proposals to better meet the objectives of the RFP. BBH reserves the right to decide whether or not to exercise this option.

Failure of a selected bidder to satisfactorily negotiate within a reasonable time may result in the bidder forfeiting its award.

## D. REFERENCES

The Evaluation Team will contact references as a final step before selection of a winning proposal.

## E. AWARD NOTIFICATION

A letter of selection or non-selection notification will be sent to all bidders by the date stated in the Procurement Timetable in Section I, Part C. Please note that BBH recommends the awarding of a contract to the Governor and Executive Council. Thus, the RFP and contract process are not complete without approval of the Governor and Executive Council.

## F. RECOMMENDATION FOR NON-SELECTED PROPOSALS

After the issuance of notification letters, a bidder may request an opportunity to discuss with BBH administrative staff the reasons for not being selected and receive recommendations that may make future proposals more effective.

Such request shall be submitted in writing by the date stated in the Procurement Timetable in Section I, Part C to the Point of Contact listed in Section II, Part A.

Such requests are not considered appeals. Once a bidder has submitted a letter, BBH will attempt to accommodate such requests within a reasonable time.

# VII. Contracting

After a bidder has been selected, a contract shall be developed by BBH. The contract shall incorporate by reference all provisions of this RFP and the successful organization's proposal. In preparing a contract with the successful organization, BBH reserves the right to clarify any terms and conditions contained in that entity's proposal or in this RFP.

Should BBH be unable to reach agreement with the selected organization during contract discussions, BBH may then undertake contract discussions with the second preferred organization and so on. Such discussions may continue at the sole option of the State, until an agreement is reached, or all proposals are rejected

**Please make arrangements in advance for any necessary Board actions so that contract documents can be returned by the date listed in the Procurement Timetable in Section I, Part C.** Successful contract document completion will result in a contract becoming effective on time. Delays in returning contract documents may result in contracts being delayed. No services occurring before the Effective Date are reimbursable under the contract.

Following selection, the successful organization will be required to submit the following documents for contract approval:

- Signed and notarized General Provisions (P-37) - a sample can be viewed on the NH DHHS website at http://www.dhhs.state.nh.us/DHHS/OBO/LIBRARY/Form/contract-forms.htm; the actual forms to be signed will be sent to the successful bidder
- Signed and notarized Certificate of Vote - a sample can be viewed on the NH DHHS website at http://www.dhhs.state.nh.us/DHHS/OBO/LIBRARY/Form/contract-forms.htm; the actual forms to be signed will be sent to the successful bidder
- Revised budget and budget justification pages using the form and instruction included in Appendix D
- Certificate of Good Standing

  A Certificate of Good Standing is a document issued by the NH Secretary of State's Office to certify a business entity is registered to conduct business in NH, having filed required return(s) and paid required fees in accordance with NH Statutes.

  It must be dated after April of the current year and is available for a small fee. (The current price by mail is $5.00 but rush orders can be done in person for $30.00.)

  A certificate may be obtained from:

  Corporation Division
  Department of State
  107 N Main St.
  Concord, NH 03301-4989

  Corporate Division - (603) 271-3246
  The information line is open from 8:30am - 4:00pm weekdays.

  corporate@sos.state.nh.us

  http://www.sos.nh.gov/corporate/faqs.html#8 (the form is not available online)

- An updated Project Staff List and current resumes of key personnel using the forms and instructions in Section V, Part D, Item 7 and Appendix E
- Your organization's mission statement
- A list of the members of your organization's Board of Directors (if applicable) with addresses
- Certificate(s) of Insurance for General Liability and Worker's Compensation Insurance. These come from you insurance company. Generally, comprehensive general liability of not less than $250,000 per claim and $2,000,000 per incident along with fire and extended coverage insurance covering all property that has been received from NH or purchased with funds provided under the contract with NH is required. With approval of the Attorney General's Office and for contracts for services other than social services, a waiver can be requested to reduce required amount minimums. Professional liability coverage may be acceptable in lieu of comprehensive general liability coverage in certain circumstances. See Clause 14 of the P37-General Contract Agreement a sample of which is at http://www.dhhs.state.nh.us/DHHS/OBO/LIBRARY/Form/contract-forms.htm.

  Please be sure that the following is listed as the Certificate Holder:

  NH Department of Health & Human Services
  105 Pleasant Street
  Concord, NH 03301

- Signed copies of additional assurance: Exhibits D, E, F, G and H. The actual forms to be signed will be sent to the successful bidder; a sample is available on the NH DHHS website at http://www.dhhs.state.nh.us/DHHS/OBO/LIBRARY/Form/contract-forms.htm.
- Signed copy of a HIPAA Business Associate Agreement, Exhibit I, to comply with the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-91 and with the Standards for Privacy of Individual Identifiable Health Information, 45 CFR Parts 160 and 164. The actual forms to be signed will be sent to the successful bidder; a sample is available on the NH DHHS website at http://www.dhhs.state.nh.us/DHHS/OBO/LIBRARY/Form/contract-forms.htm.
- Company financial information - Dunn and Bradstreet Financial Statement issued within the last 18 months ***or*** current financial statement including the most recent audited annual report, audited statement of income and retained earnings for the last two (2) years, and audited balance for the last two (2) years may be required as part of the contract.

# VIII. Appendices

## A. Letter of Intent

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# Letter of Intent

State of New Hampshire

Department of Health and Human Services

Division of Community Based Care Services

Bureau of Behavioral Health

Population Overlap Estimation

RFP 07-DCBCS-BBH-POE-04

***Deadline:* Letters of Intent may be mailed, faxed, or e-mailed but must be received at BBH no later than 4:30 PM, EST on October 2, 2006**

To: Heidi Johnson
Bureau of Behavioral Health
105 Pleasant Street
Concord, NH 03301

Phone #: (603) 271-5031
Fax#: (603) 271-5040
E-mail: hjohnson@dhhs.state.nh.us

*BIDDER INFORMATION*

| | |
|---|---|
| Legal Name of Entity: (please include "d.b.a." if applicable) | |
| Executive Director: | |
| Street Address: | |
| City, State and Zip Code: | |
| Telephone: | |
| Fax: | |
| E-mail address: (to send electronic documents to) | |
| Contact Person and Title: | |

Please indicate if you would like hardcopy of this RFP mailed to you in addition to the electronic version you will receive by e-mail. Yes ☐ No ☐

Our organization intends to apply for funding in response to RFP Population Overlap Estimation: RFP 07-DCBCS-BBH-POE-04.

Submitting this Letter of Intent Form will place your organization on a mailing list to receive, via e-mail, an electronic copy of this RFP and the associated forms, all changes to the Procurement Timetable, answers to all submitted questions, and other communications related to this RFP.

## B. PROPOSAL FACE SHEET

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# Proposal Face Sheet

State of New Hampshire

Department of Health and Human Services

Division of Community Based Care Services

Bureau of Behavioral Health

Population Overlap Estimation

RFP 07-DCBCS-BBH-POE-04

*BIDDER INFORMATION*

| | |
|---|---|
| Legal Name of Entity: (please include "d.b.a." if applicable) | |
| Executive Director: | |
| Street Address: | |
| City, State and Zip Code: | |
| Telephone: | |
| Fax: | |
| E-mail address: (to send electronic documents to) | |
| Name and title of the person who is authorized to legally obligate the bidder's company: | |
| Signature of the person who is authorized to legally obligate the bidder's company: | |
| Contact Person and Title: | |

Amount of funds requested through this proposal: $ _____

## C. PROPOSAL CHECKLIST

*(The rest of this page is intentionally blank.)*

# Proposal Checklist

State of New Hampshire

Department of Health and Human Services

Division of Community Based Care Services

Bureau of Behavioral Health

Population Overlap Estimation

RFP 07-DCBCS-BBH-POE-04

Organization Name: _____

This checklist is provided to assist you in assuring your proposal is complete**.** Please check off all required items and submit it with your proposal. Write "N/A" if the item is not applicable to your project.

All Projects:

Proposal Face Sheet ..... [ ]

Proposal Checklist ..... [X]

Executive Summary ..... [ ]

Background, History, and Experience ..... [ ]

References ..... [ ]

Response to Scope of Work ..... [ ]

Bidder Capacity ..... [ ]

Key Staff ..... [ ]

Responsibility and Expectations of BBH ..... [ ]

Budget Form ..... [ ]

Budget Narrative ..... [ ]

Project Staff List ..... [ ]

Supplemental Materials (optional) ..... [ ]

## D. BUDGET FORM

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# Budget Form

State of New Hampshire

Department of Health and Human Services

Division of Community Based Care Services

Bureau of Behavioral Health

Population Overlap Estimation

RFP 07-DCBCS-BBH-POE-04

Organization Name:_____

| A.<br><br>Line Item | B.<br>Project Funds<br>Requested | C.<br>Other<br>Funds | D.<br><br>Total |
|---|---|---|---|
| 1. Total Salary/Wages | | | $ - |
| 2. Employee Benefits | | | $ - |
| 3. Consultants | | | $ - |
| 4. Equipment | | | $ - |
| 5. Supplies | | | $ - |
| 6. Travel | | | $ - |
| 7. Telephone | | | $ - |
| 8. Postage and Shipping | | | $ - |
| 9. Software | | | $ - |
| 10. Subcontracts/Agreements | | | $ - |
| 11. Indirect | | | $ - |
| 12. Other (specify): | | | $ - |
| | | | $ - |
| | | | $ - |
| | | | $ - |
| | | | $ - |
| | | | $ - |
| | | | $ - |
| **TOTAL** | $ - | $ - | $ - |
| Contact BBH for a copy of this form in Excel. | | | |

# Budget Form and Narrative Instructions

The Budget Forms will be e-mailed to those submitting a Letter of Intent. These forms will be in Excel. If possible, you will find it easier to use the Excel spreadsheet because all calculations will be done for you. Submit Budget forms as hardcopies with the proposal documents.

**Contact BBH for a copy of this form in Excel.**

Submit one budget form for this project. In the column "Project Funds Requested," list dollar amounts for each line item for which you are requesting funds through this proposal. In addition, a budget narrative must be submitted with each budget form.

Use the information below in writing the budget. Additional Guidelines for Budget Preparation are available by requesting them from the RFP contact person for those needing more guidance.

1. Total Salary/Wages — from the Project Staff List, include the amount from the Row 11 Estimate of Total Salaries Funded by This Project of Column E Estimate of Total in the Column B Project Funds Requested. If funds are being combined with those from other sources for this specific project, enter the amount from other sources in Column C Other Funds. Enter the total of Column B and C in D Total.

   In the Budget Narrative, because you are including the Staff List which will detail personnel expenses, you only need to explain anything that is unusual or not revealed by the Staff List. If funds are to be included from other sources, please explain.

2. Employee Benefits — Identify the amount of fringe that will be covered by this proposal. If funds are being combined with those from other sources for this specific project, enter the amount from other sources in Column C Other Funds. Enter the total of Column B and C in D Total.

   In the Budget Narrative, please identify the rate at which fringe benefits was calculated. If funds are to be included from other sources, please explain.

3. Consultants — Enter the amount being requested for all consultants. If funds are being combined with those from other sources for this specific project, enter the amount from other sources in Column C Other Funds. Enter the total of Column B and C in D Total.

   In the Budget Narrative, explain what role consultants will have and what their hourly rate is. If funds are to be included from other sources, please explain.

4. Equipment — Identify any funds that you are requesting for equipment expenses in Column B. If funds are being combined with those from other sources for this specific project, enter the amount from other sources in Column C Other Funds. Enter the total of Column B and C in D Total. NOTE: Purchase of equipment in excess of $300 must be approved in writing prior to purchase and will generally be considered inappropriate for this project.

   In the Budget Narrative, please explain what equipment expenses are anticipated and why it is appropriate that they are funded by this project. If funds are to be included from other sources, please explain.

5. Supplies — Identify projected expenses for supplies. If funds are being combined with those from other sources for this specific project, enter the amount from other sources in Column C Other Funds. Enter the total of Column B and C in D Total.

In the Budget Narrative, identify what supplies you anticipate buying and justify their expense as part of this project. If funds are to be included from other sources, please explain.

6. Travel — Identify total projected expenses for in state, out-of-state, and conferences travel. Include transportation, hotel, and per diem (food and incidentals). If funds are being combined with those from other sources for this specific project, enter the amount from other sources in Column C Other Funds. Enter the total of Column B and C in D Total.

   In the Budget Narrative state per mile and allowable expenses (based on organization travel policies). Explain what trips would be anticipated. If proposed, explain why conference attendance would be particularly appropriate for this project. Itemize how travel estimates breakdown by transportation, hotel, and other costs. If funds are to be included from other sources, please explain.

7. Telephone — Identify projected expenses for telephone, if you are requesting funds for this item separate from indirect costs.

   In the Budget Narrative, explain why you have asked for funding specifically for telephone expenses and how you have arrived at the amount. If funds are to be included from other sources, please explain.

8. Postage and Shipping — Identify projected expenses for postage and shipping, if you are requesting funds for this item separate from indirect costs.

   In the Budget Narrative, explain why you have asked for funding specifically for postage and shipping and how you have arrived at the amount. If funds are to be included from other sources, please explain.

9. Software—Identify projected expenses of software purchase or upgrade.

   In the Budget Narrative, delineate which software you intend to purchase or upgrade. Justify this expense being born in whole or in part by this project. Explain how you arrived at the amount. If funds are to be included from other sources, please explain.

10. Subcontracts/Agreements — Identify funds used to enter into subcontracts or agreements with other agencies to carry out the services of the Scope of Work for this RFP.

    In the Budget Narrative, identify what the role of the subcontractor or other agency will be and what services this amount will buy. Explain why the work is being done by them and not you. If funds are to be included from other sources, please explain.

11. Indirect Costs—Identify total amount of indirect costs for this project.

    Indirect Costs for this project are capped at 12%.

    In the Budget Narrative, if you are using an indirect rate different from that shown here, please explain. If funds are to be included from other sources, please explain.

12. Other—Specify any other project expenses not previously noted above.

    In the Budget Narrative, please explain each expense listed here, how it is significant to the project, and how you arrived at the amount. If funds are to be included from other sources, please explain.

## E. PROJECT STAFF LIST

*(The rest of this page is intentionally blank.)*

# Project Staff List

State of New Hampshire

Department of Health and Human Services

Division of Community Based Care Services

Bureau of Behavioral Health

Population Overlap Estimation

RFP 07-DCBCS-BBH-POE-04

**Organization Name:**_____

| | A | B | C | D | E |
|---|---|---|---|---|---|
| | **Position Title** | **Current Individual in Position** | **Hourly Rate** | **Total Hours** | **Estimate of Project Total** |
| | Example: | | | | |
| | Project Coordinator | Sandra Smith | $21.00 | 40 | $840 |
| | | | | | |
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| 11 | Estimate of Total Salaries Funded by This Project | | | | $0.00 |
| Contact BBH for a copy of this form in Excel. | | | | | |

# Project Staff List Instructions

This form should include all staff in the project funded in part or whole through this proposal. It should provide an accurate projection of all staff salaries to be paid through the project for the budget period. Section V, Part D, Item 7 should contain a resume for each person in this list and each person mentioned in that Section should appear on this list.

List each staff member's

- position title;
- name;
- hourly rate;
- number of hours in the project (total); and
- estimated total dollars for the project.

Do not include volunteers or consultants.

If the project has current positions or projected new positions that will be paid out of the contract, list them as vacant is the name column and complete the remaining columns as instructed above.

The total salaries should match the total salary/wages line item on the Budget Form. Benefits are not included here. Consultants should be listed separately on that line item of the budget and described in the Budget Narrative.

**Contact BBH if you would like a form in Excel.**

## F. SAMPLE COMPUTER ACCESS AGREEMENT

Computer Access and Use Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT THE DUTIES YOU MUST UNDERTAKE AND THE RULES YOU MUST ADHERE TO ONCE YOU ARE GRANTED ACCESS TO USE THE STATE OF NEW HAMPSHIRE'S COMPUTER FACILITIES.

Computer Use

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), User understands and agrees to the following rules:

- That numerous security and privacy regulations, both State and Federal apply to client and business information contained in all State of New Hampshire's information. Every Authorized User has the responsibility to assure the protection of Information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- That any person or any use not specifically known by the User as being authorized to access or use Information shall be promptly reported to the appropriate supervisor.
- That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use.
- That at no time shall User access or attempt to access any information without having the express authority to do so.
- That at no time shall User access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to entry/access.
- That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times User must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State.
- That only equipment or software owned, licensed, or being evaluated by the State, can be used by User. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- That at no time shall User's confidential computer password(s) or premises access card be shared with or used by any other person.
- That at no time shall User share or use another person's confidential computer password(s) or premises access card.

- That at no time shall User leave a workstation without first ensuring that the workstation is properly secured from unauthorized access.
- That User must report any and all violations of this Agreement to the appropriate supervisor promptly upon learning of such violation.
- That if User is found to be in violation of any of the above-stated rules, the User may face removal from the State contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- That from time to time circumstances may require that this Agreement be modified by the State to reflect any changes in procedure or policy. The User will be notified in writing of any changes and will be required to adhere to such changes.
- That the User acknowledges that he or she has read, fully understands, and agrees to abide by each of the above-stated rules as a condition of being granted access to use Information.

Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email s" or "State-funded Email s". The Authorized User understands and agrees that email shall not contain or be used for:

1. Any unlawful purpose.
2. Material that may be viewed as insulting. Demeaning, harassing or threatening (including sexual harassment).
3. Distribution of pornographic or obscene material.
4. Profane or abusive language.
5. Distribution of non-business materials including but not limited to jokes, chain letters, cartoons, sound files, amusement or entertainment purposes or executables not specifically business related.
6. Creating or transmitting statements, messages, languages, images, that might constitute hostile or offensive material likely to be disparaging of others based on race, national origin, sex, sexual orientation, age, disability, religious beliefs, or political beliefs.
7. Personal business or commercial business.
8. Invasion of the privacy of others.
9. Any use that compromises the integrity of the network, other network users, or any interruption or disruption of services or equipment.
10. Any use that reflects poorly on a State entity or the State of New Hampshire.
11. Any lobbying contact or effort in support of such contacts, or causing others to make contact with members of the legislature or legislative committees including but

not limited to: preparation and planning activities, research, and other background work that is intended at the time performed, to influence the approval, modification, or rejection of any legislation by the legislature of the State of New Hampshire or any committee thereof without the explicit consent of the Chief Information Officer (CIO) or its designee.

12. Misrepresentation of the Authorized User's identity, including using another's Authorized User ID and password.

Technical support personnel shall not review the content of an Authorized User's communications out of personal curiosity or at the behest of another without the required authorization. Authorized Users shall not intercept, disclose or assist in intercepting or disclosing any electronic communications, except as authorized by this policy.

Authorized Users shall move important information from email message files to shared folders and drives to ensure proper backup. Messages no longer needed shall be purged periodically from personal storage areas. Technical support personnel shall monitor storage usage and advise when limits are approaching storage limits or have been reached and purging is required.

Internet/Intranet Use

The Internet/Intranet is to be used for access to and distribution of Information in direct support of the business of the State of New Hampshire.

1. Authorized Users are given State provided access to Internet and Intranet resources to assist them in the performance of their jobs.

2. Internet/Intranet Authorized Users are responsible for all material accessed under their user ID.

3. Software for browsing is provided to Authorized Users for State related business use only.

4. The Authorized User understands and agrees that the Internet/Intranet shall not be used for:

a. Chat rooms, interactive games, and personal message boards

b. Downloading graphics, sound files, video clips or other files for personal use

c. Access to or the distribution of pornographic or obscene materials

d. Anything that interrupts or disrupts other network Authorized Users, services or equipment

e. Violations of the privacy of other Authorized Users or their data

f. Intentional copying of any software, program(s), or data without a prior, good faith determined that such copying is permissible. (Efforts to obtain permission shall be documented)

g. Intentional misrepresentation of yourself electronically as another, unless specifically authorized to do so by that Authorized User

h. Intentionally developing programs designed to harass users or to infiltrate a computer or computing and/or damage or alter the software components of same

i. Fund raising or public relations activities not specifically related to State business

j. Any purpose not directly related to the mission or intent of the agency

*(The rest of this page is intentionally blank.)*

## G. SAMPLE BUSINESS ASSOCIATE AGREEMENT

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, and with the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164. As defined herein, "Business Associate" shall mean the Contractor and "Covered Entity" shall mean the state of New Hampshire, Department of Administrative Services.

Business Associate Agreement

1. Definitions

   a. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

   b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

   c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

   d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

   e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

   f. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

   g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

   h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

   i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

   j. Other Definitions all terms not otherwise defined herein shall have the meaning established under 45 CFR Parts 160, 162 and 164, as amended from time to time.

2. Use and Disclosure of Protected Health Information (PHI)

   a. Business Associate shall not use or disclose PHI except as reasonably necessary to provide the services outlined under Exhibit A: Contract Deliverables of the Agreement, as amended to include this Standard Exhibit H. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use, or disclose PHI in any manner that would constitute a violation of the Privacy Rule if so used by Covered Entity.

   b. Business Associate may use or disclose PHI:

i. For the proper management and administration of the Business Associate.

ii. As required by law, pursuant to the terms set forth in paragraph c. below.

iii. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of the confidentiality of the PHI to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A: Contract Deliverables of the Agreement, as amended to include this Standard Exhibit H, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions on the uses or disclosures of PHI pursuant to the Privacy Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions.

3. Obligations and Activities of Business Awards

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, as amended to include this Standard Exhibit H, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure.

b. Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by the Agreement, as amended to include this Exhibit H.

c. Business Associate shall make available all of its internal policies and procedures, books, and records relating to the use and disclosure of PHI received from or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy Rule.

d. Business Associate shall require all of its directors, officers, employees, agents, Subcontractors, and third parties that receive, use, or have access to PHI under the Agreement, as amended to include this Exhibit H, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3) k herein. Business Associate shall also require its agents, Subcontractors, and third parties to indemnify, defend, and hold harmless Covered Entity from and against any claim, liability, or expense arising out of or relating to any non-permitted use or disclosure of PHI by the agents, Subcontractors, and third parties.

e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available, during Normal Business Hours, at its offices, all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement, as amended to include this Exhibit H.

f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI, in a designated record set, to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a designated record set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall, within two (2) business days, forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within ten (10) business days of termination of the Agreement, as amended to include this Standard Exhibit H, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of the Agreement, as amended by this Exhibit H, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

4. Obligations of Covered Entity and Activities of Business Awards

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520 to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. Term and Termination

a. Term. The Agreement, as amended to include this Standard Exhibit H, shall become effective as of the date approved by Governor and Executive Council and shall continue in effect until (i) termination of the Agreement, (ii) termination as provided herein, or (iii) termination by mutual agreement of the parties.

b. Termination for Cause. Covered Entity may immediately terminate the Agreement, as amended to include this Standard Exhibit H, if it determines that Business Associate has violated the Agreement. Upon Covered Entity's knowledge of a breach by Business Associate, Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

6. Miscellaneous

a. Definitions and Regulatory References. All terms used but not otherwise defined herein shall have the same meaning as those terms in the Privacy Rule, as amended from time to time. A reference in the Agreement, as amended to include this Standard Exhibit H, to a Section in the Privacy Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, as amended to include this Standard Exhibit H, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy Rule, and applicable Federal and State law.

c. No Third Party Beneficiaries. Nothing expressed or implied in the Agreement, as amended to include Standard Exhibit H, is intended or shall be deemed to confer upon any person or entity other than the Covered Entity, the Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities whatsoever.

d. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

e. Interaction. The parties agree that any ambiguity in the Agreement, as amended to include this Standard Exhibit H, shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy Rule.

f. Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity from and against any claim, liability, or expense arising out of or relating to any non-permitted use or disclosure of PHI by the Business Associate, including without limitation its directors, officers, and employees.

g. Segregation. If any term or condition of this Standard Exhibit H or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Standard Exhibit H are declared sever able.

h. Survival. Provisions in this Standard Exhibit H regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in Section 3k., the defense and indemnification provisions of Section 3d., and Section 6g. shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment.

STATE OF NEW HAMPSHIRE

DEPARTMENT

_____Date: _____

Name of Authorized Representative

Title of Authorized Representative

CONTRACTOR NAME

_____ Date: _____

Name of Authorized Representative

Title of Authorized Representative

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## H. SAMPLE MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) sets forth the Agreement between the undersigned parties, the Division of Behavioral Health (DBH) and , the Contractor, regarding the Contract Performance Domains and Standards the Contractor will pilot as indicated below during state fiscal year 2005. Pursuant to this MOU the Contractor will cooperate with DBH in measuring Contractor's performance in accordance with Standards set forth in Section I. of this MOU. Pursuant to Section II., of this MOU, DBH will not assess any penalties against the Contractor or terminate this Agreement for non-compliance with the Standards set forth in Section I. of this MOU. Not withstanding the language in Section II. Of this MOU the Contractor may, in its discretion, agree to work in cooperation with DBH to develop solution plans for non-compliance in accordance with the Remediation Processes of this MOU. Performance Domains and Standards as agreed to by both parties will be included in the fiscal year 2006 contract.

CONTRACT PERFORMANCE DOMAINS

- FISCAL DOMAIN

**Days of Cash on Hand**

**Definition:** The days of operating expenses that can be covered by the unrestricted cash on hand.

**Formula:** Cash and cash equivalents divided by (total expenditure divided by 365 days).

**Performance Standard:** The Contractor shall have enough cash and cash equivalents to cover expenditures of twenty-five (25) business days.

**Cash Ratio**

**Definition:** Cash and cash equivalents to cover current liabilities.

**Formula:** Cash and cash equivalents divided by the total current liabilities.

**Performance Standard:** The Contractor shall maintain a cash ratio of .25:1.0.

**Current Ratio**

**Definition:** A measure of the Contractors total current assets available to cover the cost of current liabilities.

**Formula:** Total current assets divided by total current liabilities.

**Performance Standard:** The Contractor shall maintain a current ratio of 1.0:1.0.

**Days of Unreserved Net Assets to Total Expenses**

**Definition:** Days of expenses that can be paid by the Contactor's accumulated unrestricted earnings.

**Formula:** Unreserved net assets divided by (total expenses divided by 365 days).

**Performance Standard:** The Contractor shall have unreserved net assets to cover a minimum of twenty-five (25) business days.

**Long Term Debt to Net Assets**

**Definition:** Comparison of the Contractor's long term debts to net assets.

**Formula:** Total long term debt less current portion divided by total net assets.

**Performance Standard:** The Contractor shall have a maximum ratio of 2.5:1.

- OUTCOMES DOMAIN

**Work and Educational Outcomes**

**Rationale:** Recovery focused service systems promote work and educational activities.

**Definition:** Percentage of non duplicated eligible consumers (ages 18 – 59) employed or participating in educational activities, as defined in the NH Adult Outcome Measures Reference manual, during a six (6) month period.

**Formula:** Number of non duplicated eligible consumers who have recorded employment or educational activity during a six (6) month period, divided by the total number of DBH eligible consumers (ages 18-59).

**Performance Standard:** 25% of adult consumers in work or educational activities.

**Compliance/Non-compliance Rating:** 100%.

**Source Data:** MHSIP Adult Outcomes Measures Module, as reported by the regional provider every six (6) months.

- QUALITY DOMAIN

**Consumer and Family Driven Service Planning**

**Rationale:** Quality service is enhanced by consumer and family driven individual treatment plans that help support the consumer's pursuit of their goals and their recovery at their own pace. Individualized plans of care help overcome the problem that results from fragmented or uncoordinated services and systems.

**Definition**: For each consumer there is an explicit, individualized treatment plan that is consistent with assessment. The plan is updated every three (3) months, with documentation that the plan has been discussed with the consumer.

**Performance Standard:** 100% of all eligible consumers.

**Compliance/Non-Compliance Ratings**: 95%.

**Source Data**: Annual DBH quality assurance reviews shall examine a statistically significant sample of clinical records to determine compliance.

**Substance Use/Impairment**

**Rationale:** Substance use among mental health consumers is both prevalent and under detected. Awareness of this issue is important in implementing interventions to support recovery.

**Definition:** Percent of eligible consumers, aged 12 – 59 who are screened for substance use through administration of AUDIT and DAST instruments.

**Performance Standard:** 100% of all eligible consumers.

**Compliance/Non-Compliance Ratings:** 75% first year.

**Source Data:** Annual DBH quality assurance reviews shall examine a statistically significant sample of files to determine percentage of screenings.

- COMPLIANCE DOMAIN

**Quality and Timely Clinical Documentation**

**Rationale:** Accountable care requires clinical documentation to be recorded accurately and in a timely manner.

**Definition:** The quality and timely submission of all clinical documentation shall be in accordance with He-M 401, 408 and 426 and any other applicable rules.

**Performance Standard**: Clinical documentation supporting the service delivered shall be completed for all services being billed.

**Compliance/Non-Compliance Ratings:** 100%.

**Source of Data:** DBH Field Audits, Medicaid Billing Data.

**Background Checks**

**Rationale:** Regional Providers have the responsibility to minimize risk to consumers from known offenders.

**Definition**: Routine criminal, Office of Inspector General Cumulative Sanctions List, and Motor Vehicle Records (MVR) checks for staff that will be driving pursuant to employment shall be conducted for each new hire and re-hired staff member if applicable to job responsibilities or functions.

**Performance Standard**: Background checks shall be completed on all Contractor new hire and re-hire staff prior to the employee beginning work since the date of this Agreement.

**Compliance/Non-Compliance Ratings**: 100%.

**Source Data**: Field Audits.

- ACCESSIBILITY DOMAIN

**Access to Care Timelines**

**Rationale:** Accepted standards of care require that initial appointments be consistent with assessment of urgency and consumer preference.

**Definition**: Percentage of: a) child/adolescent, b) adults, and c) elder consumers meeting the following standards from initial contact date to the scheduled appointment:

1. **Emergent** (life threatening) cases will be seen within six (6) hours;

**2. Routine** cases will be scheduled an appointment within fourteen (14) calendar days.

**Performance Standard**: 100%.

**Compliance/Non-Compliance Ratings**: 90% in each age category.

**Source Data**: Point in time survey for a one (1) week period, four (4) times a year, utilizing a standard reporting tool created by DBH and completed and submitted to DBH by the Contractor within five (5) business days after completion of the survey period.

- SYSTEM LEARNING DOMAIN

**Required – to be piloted:**

**a.** Satisfaction Measures;

**b.** Time from intake to next treatment appointment; and

**c.** Time from Referral Date to appointment with Psychiatrist, ARNP, or PA.

**Optional for piloting - choose one of the following:**

**a.** Intake No Show/Cancellation Rates;

**b.** Documentation to Direct Service Ratio

**1.a. Satisfaction Measures**

**Rational:** Service systems that regularly collect and respond to consumer and family feedback produce better outcomes.

**Definition:** Regional Providers shall work with DBH to develop a standardized process for collecting, analyzing and responding to eligible consumer and family member feedback, to be implemented by state fiscal year 2006.

**Performance Standard:** In FY05 contract providers will provide staff and information related to current practices and will work with DBH to develop a statewide plan to measure and analyze feedback.

**1.b. Time from Intake to Next Treatment Appointment**

**Rationale:** DBH reports that consumer complaints have focused on the time between the first and second appointments. A key to engaging consumers in treatment is timeliness of appointments.

**Definition:** The total number of eligible: a) child/adolescent, b) adult, and c) elder consumers awaiting for the next scheduled treatment appointment with the Contractor and the average number of calendar days between the face-to-face intake contact and the next scheduled treatment appointment.

**Source Data:** Point in time survey, for a one (1) week period, four (4) times a year, utilizing Medicaid ID's for all intakes submitted to DBH by the Contractor within five (5) business days after completion of the survey period. DBH will conduct a desk audit based on the claims data.

**1.c. Time from Referral Date to Appointment with Psychiatrist, ARNP, or PA.**

**Rationale:** A major theme in complaints to DBH is the time it takes for a consumer to see a Psychiatrist/ARNP/PA. Quality of care is enhanced when psychiatric services are available in a timely manner.

**Definition:** The average number of calendar days a state eligible consumer: a) child/adolescent, b) adult, and c) elder wait from request date to the actual psychiatric service.

**Source Data:** Point in time survey for a one (1) week period, four (4) times a year, utilizing a standard reporting tool created by DBH and completed and submitted to DBH by the Contractor within five (5) business days after completion of the survey period.

**2.a. Intake No Show / Cancellation Rates**

**Rationale:** Intake appointments that cannot be filled are costly and present a cumulative negative effect on access to initial evaluations. This is an areas of opportunity for system learning, to develop strategies that are most effective in maximizing intake slots.

**Definitions:** Regional Providers shall measure and report quarterly the intake no show and cancellation percentage rates. The following shall be measured for: a) child/adolescents, b) adults, and c) elders as defined below:

**1. No Show:** Consumer did not call and did not cancel scheduled appointment for services.

**2. Staff Cancellation:** Consumer could not be seen for their scheduled appointment as a result of staff cancellation within 24 hours of appointment time.

**Performance Standards:** Regional Providers selecting this indicator shall participate in a DBH sponsored data collection effort. Findings shall be shared statewide with other regional providers in an effort to promote system learning.

**Compliance / Non-Compliance Ratings:** For Regional Providers electing to participate in this domain, 100% submission of needed data.

**Source Data:** Reports to be submitted by Regional Providers.

**2.b. Documentation to Direct Service Ratio**

**Rationale:** Documentation requirements are an area of focus for both Regional Providers and DBH. Access to direct services is maximized when a balance is achieved between paperwork requirements and direct care.

**Definition:** The total time the direct service staff take to complete required case documentation for state-eligible clients in comparison to direct service time.

**Performance Standard:** Regional Providers selecting this indicator will participate in the DBH sponsored data collection effort. Findings shall be shared statewide with other Regional Providers in an effort to promote system learning.

**Compliance / Non-Compliance:** Regional Providers participating in this domain, 100% submission of time study data.

**Source Data:** Quarterly reports submitted by the Contractor to DBH.

REMEDIATION PROCESS

Remediation Process for Fiscal Domain

The Contractor shall submit to DBH Variance Report(s) within thirty (30) days from the end of the month in which a negative variance greater than 20% occurs in any fiscal indicator.

The Contractor shall submit a corrective action plan to DBH no later than thirty (30) days from the submission of any variance report(s).

Within thirty (30) days of receipt, DBH shall review and respond to the corrective action plan, and may request additional information.

Timelines for improvement and reporting requirements shall then be negotiated between the Contractor and DBH.

REMEDIATION PROCESS FOR OUTCOME DOMAIN, QUALITY DOMAIN, COMPLIANCE DOMAIN, AND ACCESSIBILITY DOMAIN.

**Non-Compliance**

During the term of this MOU and the Agreement, notwithstanding any other provision in this MOU or the Agreement, DBH will not assess any penalties against the Contractor or terminate the Agreement for non-compliance with the Contract Performance Standards set forth in this MOU, provided that the non-compliance does not endanger the health, safety, or welfare of consumers or the public. If during the term of this Agreement, the Contractor is out of compliance with any of the Contract Performance Standards set forth in the MOU, DBH, with the Contractor's approval, will assist the Contractor in evaluating the circumstances resulting in lack of compliance. The Contractor may, in its discretion, agree to work with DBH to develop solution plans as set forth in the MOU to assist the Contractor in achieving compliance with the Contract Performance Standards set forth in the MOU.

If the Contractor agrees to work with DBH as set forth under Subsection A. and B. above, the Contractor and DBH shall assess the level of potential risk regarding the Contract performance domains outlined in Section I of this MOU.

The Contractor shall be considered "At Risk" by DBH when data demonstrates that fiscal viability, compliance with state and federal standards, quality of care, clinical efficiency, outcomes, and accessibility to services fall below identified performance standards.

Stage One

If the Contractor agrees to proceed, DBH will notify Regional Providers of their performance semi-annually.

**a)** Within thirty (30) days of receipt of written report from DBH indicating that the Contractor does not meet the standard, the Contractor shall send DBH an explanation

and/or plan to move to the standard with a timeframe and reporting frequency to accomplish the improvement.

**b)** If DBH approves the plan, it shall be implemented and monitored; if DBH does not approve the plan or the performance improvement does not occur in accordance with the plan, then move to Stage Two.

Stage Two

**a)** If the Contractor agrees to proceed, DBH shall meet with Senior Management and a Representative of the Board of Directors of the Contractor to formally review and re-negotiate the plan, including timeframes.

**b)** If DBH approves the plan, it shall be implemented and monitored; if a new plan cannot be negotiated or the performance improvement does not occur in accordance with the plan then move to Stage Three.

Stage Three

If the Contractor agrees to proceed, DBH shall conduct an on site comprehensive performance review of the Contractor.

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## I. BLOCK GRANT TABLES

Please note that Block Grant reports are subject to change by CMHS or SAMHSA.

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**Table 2A. Profile of Persons Served, All Programs by Age, Gender and Race/Ethnicity**

*This table provides an aggregate profile of persons in the reporting year. The reporting year should be the latest state fiscal year for which data are available. This profile is based on a client receiving services in programs provided or funded by the state mental health agency. The client profile takes into account all institutional and community services for all such programs. Please provide unduplicated counts if possible.*

## PLEASE DO NOT ADD, DELETE OR MOVE ROWS, COLUMNS AND/OR CELLS!

Table 2.
Report Year:
State Identifier:

| | Total | | | | American Indian or Alaska Native | | | Asian | | | Black or African American | | | Native Hawaiian or Other Pacific Islander | | | White | | | More Than One Race Reported | | | Race Not Available | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | F | M | NA | Total | F | M | NA | F | M | NA | F | M | NA | F | M | NA | F | M | NA | F | M | NA | F | M | NA |
| 0-12 Years | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | |
| 13-17 years | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | |
| 18-20 years | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | |
| 21-64 years | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | |
| 65-74 years | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | |
| 75+ years | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | |
| Not Available | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | |
| Totals | | | | | | | | | | | | | | | | | | | | | | | | | |

**Are these numbers unduplicated?**
Comments on Data (for Age):
Comments on Data (for Gender):
Comments on Data (for Race/Ethnicity):
Comments on Data (Overall):

**Table 2B. Profile of Persons Served, All Programs by Age, Gender and Race/Ethnicity**

*Of the total persons served, please indicate the age, gender and the number of persons who are Hispanic/Latino or not Hispanic/Latino. Total persons served would be the total as indicated in Table 2A.*

## PLEASE DO NOT ADD, DELETE OR MOVE ROWS, COLUMNS AND/OR CELLS!

Table 2.
Report Year:
State Identifier:

| | Not Hispanic or Latino | | | Hispanic or Latino | | | Hispanic or Latino Origin Not Available | | | Total | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Female | Male | Not Available | Female | Male | Not Available | Female | Male | Not Available | Female | Male | Not Available | Total |
| 0 - 12 Years | | | | | | | | | | 0 | 0 | 0 | 0 |
| 13 - 17 years | | | | | | | | | | 0 | 0 | 0 | 0 |
| 18 - 20 years | | | | | | | | | | 0 | 0 | 0 | 0 |
| 21-64 years | | | | | | | | | | 0 | 0 | 0 | 0 |
| 65-74 years | | | | | | | | | | 0 | 0 | 0 | 0 |
| 75+ years | | | | | | | | | | 0 | 0 | 0 | 0 |
| Not Available | | | | | | | | | | 0 | 0 | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Comments on Data (for Age):
Comments on Data (for Gender):
Comments on Data (for Race/Ethnicity):
Comments on Data (Overall):

**Table 3. Profile of Persons served in the community mental health setting, State Psychiatric Hospitals and Other Settings**

*This table provides a profile for the clients that received public funded mental health services in community mental health settings, in state psychiatric hospitals, in other psychiatric inpatient programs, and in residential treatment centers for children.*

## PLEASE DO NOT ADD, DELETE OR MOVE ROWS, COLUMNS AND/OR CELLS!

Table 3.
Report Year:
State Identifier:

| **Table 3.** Service Setting | **Age 0-17** | | | **Age 18-20** | | | **Age 21-64** | | | **Age 65+** | | | **Age Not Available** | | | **Total** | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Female** | **Male** | **NA** | **Female** | **Male** | **NA** | **Female** | **Male** | **NA** | **Female** | **Male** | **NA** | **Female** | **Male** | **NA** | **Female** | **Male** | **NA** | **Total** |
| Community Mental Health Programs | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 |
| State Psychiatric Hospitals | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 |
| Other Psychiatric Inpatient | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 |
| Residential Treatment Center for Children | | | | | | | | | | | | | | | | 0 | 0 | 0 | 0 |

Comments on Data (for Age):
Comments on Data (for Gender):
Comments on Data (Overall):
*Note: Clients can be duplicated between Rows: E.g., The same client may be served in both state psychiatric hospitals and community mental health centers during the same year and thus would be reported in counts for both rows.*

## Instructions:

1 States that have county psychiatric hospitals that serve as surrogate state hospitals should report persons served in such settings as receiving services in state hospitals.
2 If forensic hospitals are part of the state mental health agency system include them.
3 Persons who receive non-inpatient care in state psychiatric hospitals should be included in the Community MHH Program Row
4 Persons who receive inpatient psychiatric care through a private provider or medical provider licensed and/or contracted through the SMHA should be counted in the "Other Psychiatric Inpatient" row. Persons who receive Medicaid funded inpatient services through a provider that is not licensed or contracted by the SMHA should not be counted here.
5 A person who is served in both community settings and inpatient settings should be included in both rows
6 RTC: CMHS has a standardized definition of RTC for Children: "An organization, not licensed as a psychiatric hospital, whose primary purpose is the provision of individually planned programs of mental health treatment services in conjunction with residential care for children and youth primarily 17 years old and younger. It has a clinical program that is directed by a psychiatrist, psychologist, social worker, or psychiatric nurse who has a master's degree or doctorate. The primary reason for the admission of the clients is mental illness that can be classified by SDM-IV codes- other than the codes for mental retardation, developmental disorders, and substance-related disorders such as drug abuse and alcoholism (unless these are co-occurring with a mental illness)."

**Table 4. Profile of Adult Clients by Employment Status**

*This table describes the status of adults clients served in the report year by the public mental health system in terms of employment status. The focus is on employment for the working age population, recognizing, however, that there are clients who are disabled, retired or who are homemakers, care-givers, etc and not a part of the workforce. These persons will be reporting in the "Not in Labor Force" category. This category has two subcategories: retired and other. (The totals of these two categories should equal the number in the row for "Not in Labor Force".) Unemployed refers to persons who are looking for work but have not found employment.* **Data should be reported for clients in non-institutional settings at time of discharge or last evaluation.**

## PLEASE DO NOT ADD, DELETE OR MOVE ROWS, COLUMNS AND/OR CELLS!

**Table 4.**
Report Year:
State Identifier:

| | 18-20 | | | 21-64 | | | 65+ | | | Age Not Available | | | Total | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Adults Served** | **Female** | **Male** | **NA** | **Female** | **Male** | **NA** | **Female** | **Male** | **NA** | **Female** | **Male** | **NA** | **Female** | **Male** | **NA** | **Total** |
| **Employed:** Competitively Employed Full or Part Time (includes Supported Employment) | | | | | | | | | | | | | 0 | 0 | 0 | 0 |
| **Unemployed** | | | | | | | | | | | | | 0 | 0 | 0 | 0 |
| **Not In Labor Force:** Retired, Sheltered Employment, Sheltered Workshops, Other (homemaker, student, volunteer, disabled, etc.) | | | | | | | | | | | | | 0 | 0 | 0 | 0 |
| **Not Available** | | | | | | | | | | | | | 0 | 0 | 0 | 0 |
| **Total** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

**How Often Does your State Measure Employment Status?**
**What populations are included:**
Comments on Data (for Age):
Comments on Data (for Gender):
Comments on Data (Overall):

**Table 4a. Optional Profile of Adult Clients by Employment Status: by Primary Diagnosis Reported**

*This is a new table for 2006. The workgroup exploring employment found that the primary diagnosis of consumers results in major differences in employment status. The workgroup has recommended that we explore the ability of states to report employment by primary diagnosis and the impact of diagnosis on employment. The workgroup recommended 5 diagnostic clusters for reporting.*

## PLEASE DO NOT ADD, DELETE OR MOVE ROWS, COLUMNS AND/OR CELLS!

**Table 4A.**
Report Year:
State Identifier:

| Clients | Employed: Competitively Employed Full or Part Time (includes Supported Employment) | Unemployed | Not In Labor Force: Retired, Sheltered Employment, Sheltered Workshops, Other (homemaker, student, volunteer, disabled, etc.) | Employment Status Not Available | Total |
|---|---|---|---|---|---|
| **Primary Diagnosis** | | | | | |
| Schizophrenia & Related Disorders | | | | | **0** |
| Bipolar and Mood Disorders | | | | | **0** |
| Other Psychoses | | | | | **0** |
| All Other Diagnoses | | | | | **0** |
| No Dx and Deferred DX | | | | | **0** |
| **Diagnosis Total** | 0 | 0 | 0 | 0 | 0 |

Comments on Data (for Diagnosis):

**Table 5A. Profile of Clients by Type of Funding Support**

*This table provides a summary of clients by Medicaid coverage. Since the focus of the reporting is on clients of the public mental health service delivery system, this table focuses on the clientele serviced by public programs that are funded or operated by the State Mental Health Authority. Persons are to be counted in the Medicaid row if they received a service reimbursable through Medicaid.*

## PLEASE DO NOT ADD, DELETE OR MOVE ROWS, COLUMNS AND/OR CELLS!

Please note that the same person may be served in both Medicaid and Non-Medicaid programs during the same reporting period.

Table5A
Report Year:
State Identifier:

| | Total | | | | American Indian or Alaska Native | | | Asian | | | Black or African American | | | Native Hawaiian or Other Pacific Islander | | | White | | | More Than One Race Reported | | | Race Not Available | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | F | M | NA | Total | F | M | NA | F | M | NA | F | M | NA | F | M | NA | F | M | NA | F | M | NA | F | M | NA |
| Medicaid (only Medicaid) | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | |
| Non-Medicaid Sources (only) | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | |
| People Served by Both Medicaid and Non-Medicaid Sources | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | |
| Medicaid Status Not Available | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | |
| Total Served | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Comments on Data (for Age):
Comments on Data (for Gender):
Comments on Data (Overall):
Each row should have a unique (unduplicated) count of clients: (1) Medicaid Only, (2) Non-Medicaid Only, (3) Both Medicaid and Other Sources funded their treatment, and (4) Medicaid Status Not Available). If a state is unable to unduplicate between People whose care is paid by Medicaid, then they should report all data into the People Served by Both Medicaid and Other Sources and would check the box, People Served by Both is a duplicated count.

**Table 5B. Profile of Clients by Type of Funding Support**

*Of the total persons covered by Medicaid, please indicate the gender and number of persons who are Hispanic/Latino or not Hispanic/Latino. Total persons covered by Medicaid would be the total indicated in Table 5A.*

## PLEASE DO NOT ADD, DELETE OR MOVE ROWS, COLUMNS AND/OR CELLS!

Please note that the same person may be served in both Medicaid and Non-Medicaid programs during the same reporting period.

Table 5B.
Report Year:
State Identifier:

| | Not Hispanic or Latino | | | Hispanic or Latino | | | Hispanic or Latino Origin Unknown | | | Total | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Female | Male | Not Available | Female | Male | Not Available | Female | Male | Not Available | Female | Male | Not Available | Total |
| Medicaid Only | | | | | | | | | | 0 | 0 | 0 | 0 |
| Non-Medicaid Only | | | | | | | | | | 0 | 0 | 0 | 0 |
| People Served by Both Medicaid and Non-Medicaid Sources | | | | | | | | | | 0 | 0 | 0 | 0 |
| Medicaid Status Unknown | | | | | | | | | | 0 | 0 | 0 | 0 |
| Total Served | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Comments on Data (for Age):
Comments on Data (for Gender):
Comments on Data (Overall):

Each row should have a unique (unduplicated) count of clients: (1) Medicaid Only, (2) Non-Medicaid Only, (3) Both Medicaid and Other Sources funded their treatment, and (4) Medicaid Status Unknown). If a state is unable to unduplicate between People whose care is paid by Medicaid, then they should report all data into the People Served by Both Medicaid and Other Sources and would check the box, People Served by Both is a duplicated count.

**Table 6: Profile of Client Turnover**

**PLEASE DO NOT ADD, DELETE OR MOVE ROWS, COLUMNS AND/OR CELLS!**

Table 6.
Report Year:
State Identifier:

| Profile of Service Utilization | Total Served at Beginning of Year (unduplicated) | Admissions During the year (duplicated) | Discharges During the year (duplicated) | Length of Stay (in Days): Discharged Patients | | For Clients in Facility for Less Than 1 Year: Average Length of Stay (in Days): Residents at end of year | | For Clients in Facility More Than 1 Year: Average Length of Stay (in Days): Residents at end of year | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | Average (Mean) | Median | Average (Mean) | Median | Average (Mean) | Median |
| **State Hospitals** | | - | - | | | | | | |
| Children (0 to 17 years) | | | | | | | | | |
| Adults (18 yrs and over) | | | | | | | | | |
| Age Not Available | | | | | | | | | |
| **Other Psychiatric Inpatient** | - | - | - | | | | | | |
| Children (0 to 17 years) | | | | | | | | | |
| Adults (18 yrs and over) | | | | | | | | | |
| Age Not Available | | | | | | | | | |
| **Residential Tx Centers** | - | - | - | | | | | | |
| Children (0 to 17 years) | | | | | | | | | |
| Adults (18 yrs and over) | | | | | | | | | |
| Age Not Available | | | | | | | | | |
| **Community Programs** | - | - | | | | | | | |
| Children (0 to 17 years) | | | | | | | | | |
| Adults (18 yrs and over) | | | | | | | | | |
| Age Not Available | | | | | | | | | |

**Table 14A. Profile of Persons with SMI/SED served by Age, Gender and Race/Ethnicity**

*This is a developmental table similar to Table 2A. and 2B. This table requests counts for persons with SMI or SED using the definitions provided by the CMHS. Table 2A. and 2B. included all clients served by publicly operated or funded programs. This table counts only clients who meet the CMHS definition of SMI or SED. For many states, this table may be the same as Tables 2A. and 2B. For 2003, states should report using the Federal Definitions of SMI and SED if they can report them, if not, please report using your state's definitions of SMI and SED and provide information below describing your state's definition.*

## PLEASE DO NOT ADD, DELETE OR MOVE ROWS, COLUMNS AND/OR CELLS!

Table 14A.
Report Year:
State Identifier:

| | Total | | | | American Indian or Alaska Native | | | Asian | | | Black or African American | | | Native Hawaiian or Other Pacific Islander | | | White | | | More Than One Race Reported | | | Race Not Available | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | F | M | NA | Total | F | M | NA | F | M | NA | F | M | NA | F | M | NA | F | M | NA | F | M | NA | F | M | NA |
| 0-12 Years | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | |
| 13-17 years | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | |
| 18-20 years | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | |
| 21-64 years | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | |
| 65-74 years | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | |
| 75+ years | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | |
| Not Available | 0 | 0 | 0 | 0 | | | | | | | | | | | | | | | | | | | | | |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Comments on Data (for Age):
Comments on Data (for Gender):
Comments on Data (for Race/Ethnicity):
Comments on Data (Overall):
**State Definitions Match the Federal Definitions:**
Adults with SMI, if No describe or attach state definition:
Diagnoses included in state SMI definition:
Children with SED**,** if No describe or attach state definition:
Diagnoses included in state SED definition:

**Table 14B. Profile of Persons with SMI/SED served by Age, Gender and Race/Ethnicity**

*Of the total persons served, please indicate the age, gender and the number of persons who meet the Federal definition of SMI and SED and who are Hispanic/Latino or not Hispanic/Latino. The total persons served who meet the Federal definition of SMI or SED should be the total as indicated in Table 14A.*

## PLEASE DO NOT ADD, DELETE OR MOVE ROWS, COLUMNS AND/OR CELLS!

Table 14B.
Report Year:
State Identifier:

| | Not Hispanic or Latino | | | Hispanic or Latino | | | Hispanic or Latino Origin Not Available | | | Total | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Female | Male | Not Available | Female | Male | Not Available | Female | Male | Not Available | Female | Male | Not Available | Total |
| 0 - 12 Years | | | | | | | | | | 0 | 0 | 0 | 0 |
| 13 - 17 years | | | | | | | | | | 0 | 0 | 0 | 0 |
| 18 - 20 years | | | | | | | | | | 0 | 0 | 0 | 0 |
| 21-64 years | | | | | | | | | | 0 | 0 | 0 | 0 |
| 65-74 years | | | | | | | | | | 0 | 0 | 0 | 0 |
| 75+ years | | | | | | | | | | 0 | 0 | 0 | 0 |
| Not Available | | | | | | | | | | 0 | 0 | 0 | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Comments on Data (for Age):
Comments on Data (for Gender):
Comments on Data (for Race/Ethnicity):
Comments on Data (Overall):

**Table 15. Living Situation Profile:**

***Number of Clients in Each Living Situation as Collected by the Most Recent Assessment in the Reporting Period***

***All Mental Health Programs by Age, Gender, and Race/Ethnicity***

*Please provide unduplicated counts, if possible. This table provides an aggregate profile of persons served in the reporting year. The reporting year should be the latest state fiscal year for which data are available. This profile is based on a client*

**PLEASE DO NOT ADD, DELETE OR MOVE ROWS, COLUMNS AND/OR CELLS!**

Table 15.
Report Year:
State Identifier:

| | Private Residence | Foster Home | Residential Care | Crisis Residence | Children's Residential Treatment | Institutional Setting | Jail/ Correctional Facility | Homeless/ Shelter | Other | NA | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 0-17 | | | | | | | | | | | 0 |
| 18-64 | | | | | | | | | | | 0 |
| 65 + | | | | | | | | | | | 0 |
| Not Available | | | | | | | | | | | 0 |
| TOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Female | | | | | | | | | | | 0 |
| Male | | | | | | | | | | | 0 |
| Not Available | | | | | | | | | | | 0 |
| TOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| American Indian | | | | | | | | | | | 0 |
| Asian | | | | | | | | | | | 0 |
| Black/African American | | | | | | | | | | | 0 |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Hawaiian/Pacific Islander | | | | | | | | | | | 0 |
| White/Caucasian | | | | | | | | | | | 0 |
| Hispanic * | | | | | | | | | | | 0 |
| More than One | | | | | | | | | | | 0 |
| Not Available | | | | | | | | | | | 0 |
| TOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Hispanic or Latino Origin | | | | | | | | | | | 0 |
| Non Hispanic Origin | | | | | | | | | | | 0 |
| Not Available | | | | | | | | | | | 0 |
| TOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Comments on Data:

**How Often Does your State Measure Living Situation?**

***Living Situation Definitions***:_____

**Private Residence:** Individual lives in a house, apartment, trailer, hotel, dorm, barrack, and/or Single Room Occupancy (SRO).

**Foster Home:** Individual resides in a Foster Home. A Foster Home is a home that is licensed by a County or State Department to provide foster care to children, adolescents, and/or adults. This includes Therapeutic Foster Care Facilities. Therapeutic Foster Care is a service that provides treatment for troubled children within private homes of trained families.

**Residential Care:** Individual resides in a residential care facility. This level of care may include a Group Home, Therapeutic Group Home, Board and Care, Residential Treatment, or Rehabilitation Center, or Agency-operated residential care facilities.

**Crisis Residence:** A residential (24 hours/day) stabilization program that delivers services for acute symptom reduction and restores clients to a pre-crisis level of functioning. These programs are time limited for persons until they achieve stabilization. Crisis residences serve persons experiencing rapid or sudden deterioration of social and personal conditions such that they are clinically at risk of hospitalization but may be treated in this alternative setting.

**Children's Residential Treatment Facility:** Children and Youth Residential Treatment Facilities (RTF's) provide fully-integrated mental health treatment services to seriously emotionally disturbed children and youth. An organization, not licensed as a psychiatric hospital, whose primary

purpose is the provision of individually planned programs of mental health treatment services in conjunction with residential care for children and youth. The services are provided in facilities which are certified by state or federal agencies or through a national accrediting agency.

**Institutional Setting:** Individual resides in an institutional care facility with care provided on a 24 hour, 7 day a week basis. This level of care may include a Skilled Nursing/Intermediate Care Facility, Nursing Homes, Institutes of Mental Disease (IMD), Inpatient Psychiatric Hospital, Psychiatric Health Facility (PHF), Veterans Affairs Hospital, or State Hospital.

**Jail/ Correctional Facility:** Individual resides in a Jail and/or Correctional facility with care provided on a 24 hour, 7 day a week basis. This level of care may include a Jail, Correctional Facility, Detention Centers, Prison, Youth Authority Facility, Juvenile Hall, Boot Camp, or Boys Ranch.

**Homeless:** A person should be counted in the ""Homeless"" category if he/she was reported homeless at their most recent (last) assessment during the reporting period (or at discharge for patients discharged during the year). The “last” Assessment could occur at Admission, Discharge, or at some point during treatment. A person is considered homeless if he/she lacks a fixed, regular, and adequate nighttime residence and/or his/her primary nighttime residency is:

A) A supervised publicly or privately operated shelter designed to provide temporary living accommodations,
B) An institution that provides a temporary residence for individuals intended to be institutionalized, or
C) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings (e.g., on the street).

**Unavailable:** Information on an individual’s residence is not available

*(The rest of this page is intentionally blank.)*

**Table 16: Profile of Adults with Serious Mental Illnesses and Children with Serious Emotional Disturbances Receiving Specific Services:**

**PLEASE DO NOT ADD, DELETE OR MOVE ROWS, COLUMNS AND/OR CELLS!**

Table 16.
Report Year:
State Identifier:

| | Adults with Serious Mental Illness (SMI) | | | | Children with Serious Emotional Disturbance (SED) | | | |
|---|---|---|---|---|---|---|---|---|
| | n Receiving Supported Housing | n Receiving Supported Employment | n Receiving Assertive Community Treatment | Total unduplicated N - Adults with SMI served | n Receiving Therapeutic Foster Care | n Receiving Multi-Systemic Therapy | n Receiving Family Functional Therapy | Total unduplicated N - Children with SED |
| **Age** | | | | | | Provisional Pending Review by OMB: Please Report if Possible | | |
| 0-3 | | | | | | | | |
| 4-12 | | | | | | | | |
| 13-17 | | | | | | | | |
| 18-20 | | | | | | | | |
| 21-64 | | | | | | | | |
| 65-74 | | | | | | | | |
| 75+ | | | | | | | | |
| Not Available | | | | | | | | |
| TOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Gender** | | | | | | | | |
| Female | | | | | | | | |
| Male | | | | | | | | |
| Not Available | | | | | | | | |

| **Race/Ethnicity** | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| American Indian/Alaska Native | | | | | | | | |
| Asian | | | | | | | | |
| Black/African American | | | | | | | | |
| Hawaiian/Pacific Islander | | | | | | | | |
| White | | | | | | | | |
| More than one race | | | | | | | | |
| Not Available | | | | | | | | |

| **Hispanic/Latino Origin** | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Hispanic/Latino Origin | | | | | | | | |
| Non Hispanic/Latino | | | | | | | | |
| Not Available | | | | | | | | |

Do You monitor fidelity for this service?

**IF YES,**

What fidelity measure do you use?
Who measures fidelity?
How often is fidelity measured?
Is the SAMHSA EBP Toolkit used to guide EBP Implementation?
Have staff been specifically trained to implement the EBP?
Comments on Data:

**Table 17: Profile of Adults with Serious Mental Illnesses Receiving Specific Services During The Year:**

**PLEASE DO NOT ADD, DELETE OR MOVE ROWS, COLUMNS AND/OR CELLS!**

Table 17.
Report Year:
State Identifier:

| | ADULTS WITH SERIOUS MENTAL ILLNESS | | | |
|---|---|---|---|---|
| | Receiving Family Psychoeducation | Receiving Integrated Treatment for Co-occurring Disorders (MH/SA) | Receiving Illness Self Management | Receiving Medication Management |
| **Age** | | | | Provisional Pending Review by OMB: Please Report if Possible |
| 18-20 | | | | |
| 21-64 | | | | |
| 65-74 | | | | |
| 75+ | | | | |
| Not Available | | | | |
| TOTAL | 0 | 0 | 0 | 0 |

| **Gender** | | | | |
|---|---|---|---|---|
| Female | | | | |
| Male | | | | |
| Not Available | | | | |

| **Race** | | | | |
|---|---|---|---|---|
| American Indian | | | | |

| | | | | |
|---|---|---|---|---|
| Asian | | | | |
| Black/African American | | | | |
| Hawaiian/Pacific Islander | | | | |
| White | | | | |
| More than one race | | | | |
| Unknown | | | | |

| **Hispanic/Latino Origin** | | | | |
|---|---|---|---|---|
| Hispanic/Latino Origin | | | | |
| Non Hispanic/Latino | | | | |
| Not available | | | | |

Do You monitor fidelity for this service?
**IF YES,**
What fidelity measure do you use?
Who measures fidelity?
How often is fidelity measured?
Is the SAMHSA EBP Toolkit used to guide EBP Implementation?
Have staff been specifically trained to implement the EBP?
Comments on Data:

**Table 18: Profile of Adults with Schizophrenia Receiving New Generation Medications During The Year**

**PLEASE DO NOT ADD, DELETE OR MOVE ROWS, COLUMNS AND/OR CELLS!**

Table 18.
Report Year:
State Identifier:

| | STATE HOSPITALS | | COMMUNITY SETTINGS | | STATE MENTAL HEALTH SYSTEM | |
|---|---|---|---|---|---|---|
| | Unduplicated N of Adults with Schizophrenia Receiving New Generation Meds | Unduplicated N of Adult with Schizophrenia Served | Unduplicated N of Adults with Schizophrenia Receiving New Generation Meds | Unduplicated N of Adult with Schizophrenia Served | Unduplicated N of Adults with Schizophrenia Receiving New Generation Meds | Unduplicated N of Adult with Schizophrenia Served |
| **Age** | | | | | | |
| 18-20 | | | | | | |
| 21-64 | | | | | | |
| 65-74 | | | | | | |
| 75+ | | | | | | |
| Not Available | | | | | | |
| TOTAL | 0 | 0 | 0 | 0 | 0 | 0 |
| **Gender** | | | | | | |
| Female | | | | | | |
| Male | | | | | | |
| Not Available | | | | | | |
| **Race** | | | | | | |
| American Indian/ Alaska Native | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| Asian | | | | | | |
| Black/African American | | | | | | |
| Hawaiian/Pacific Islander | | | | | | |
| White | | | | | | |
| More than one race | | | | | | |
| Unknown | | | | | | |

| **Hispanic/Latino Origin** | | | | | | |
|---|---|---|---|---|---|---|
| Hispanic/Latino Origin | | | | | | |
| Non Hispanic/Latino | | | | | | |
| Hispanic origin not available | | | | | | |

Are specific clinical guidelines followed?
If Yes, which one?
Comments on Data:

**Table 19A. Profile of Adult Criminal Justice Involvement:**

## PLEASE DO NOT ADD, DELETE OR MOVE ROWS, COLUMNS AND/OR CELLS!

*1. This is a developmental measure. To assist in the development process, we are asking states to report information on the arrest histories of mental health consumers with their December 2006 MHBG submission.*

*2. The SAMHSA National Outcome Measure for Criminal Justice measures the change in Arrests over time. The DIG Outcomes Workgroup pilot tested 3 consumer self-report items that can be used to provide this information. If your state has used the 3 Consumer Self-Report items on Arrest, you may report them here.*

*3. If your SMHA has data on Arrest records from alternatives sources, you may also report that here. If you only have data for arrests for consumers in this year, please report that in the T2 columns. If you can calculate the change in Arrests from T1 to T2, please use all those columns.*

*4. Please complete the check boxes at the bottom of the table to help explain the data sources that you used to complete this table.*

*5. Please tell us anything else that would help us to understand your indicator (e.g., list survey or MIS questions; describe linking methodology and data sources; specify time period for criminal justice involvement; explain whether treatment data are collected*

### Table 19A. Profile of Adult Criminal Justice

**State:** **Time period in which services were received:**

**For Consumers in Service for at least 12 months**

| | T1 | | | T2 | | | T1 to T2 Change | | | | Assessment of the Impact of Services | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | "T1" Prior 12 months (more than 1 year ago) | | | "T2" Most Recent 12 months (this year) | | | If Arrested at T1 (Prior 12 Months) | | If Not Arrested at T1 (Prior 12 Months) | | Over the last 12 months, my encounters with the police have… | | | | |
| | Arrested | Not Arrested | No Response | Arrested | Not Arrested | No Response | # with an Arrest in T2 | # with No Arrest at T2 | # with an Arrest in T2 | # with No Arrest at T2 | # Reduced (fewer encounters) | # Stayed the Same | # Increased | # Not Applicable | Total Responses |
| **Total** | | | | | | | | | | | | | | | |
| **Gender** | | | | | | | | | | | | | | | |
| Male | | | | | | | | | | | | | | | |
| Female | | | | | | | | | | | | | | | |
| Gender NA | | | | | | | | | | | | | | | |
| **Age** | | | | | | | | | | | | | | | |
| Under 18 | | | | | | | | | | | | | | | |
| 18 to 64 | | | | | | | | | | | | | | | |
| 65 and over | | | | | | | | | | | | | | | |

## For Consumers Who Began Mental Health Services during the past 12 months

| | T1 | | | T2 | | | T1 to T2 Change | | | | Assessment of the Impact of Services | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | "T1" 12 months prior to beginning services | | | "T2" Since Beginning Services (this year) | | | If Arrested at T1 (Prior 12 Months) | | If Not Arrested at T1 (Prior 12 Months) | | Since starting to receive MH Services, my encounters with the police have… | | | | |
| | Arrested | Not Arrested | No Response | Arrested | Not Arrested | No Response | # with an Arrest in T2 | # with No Arrest at T2 | # with an Arrest in T2 | # with No Arrest at T2 | # Reduced (fewer encounters) | # Stayed the Same | # Increased | # Not Applicable | Total Responses |
| **Total** | | | | | | | | | | | | | | | |
| **Gender** | | | | | | | | | | | | | | | |
| Male | | | | | | | | | | | | | | | |
| Female | | | | | | | | | | | | | | | |
| Gender NA | | | | | | | | | | | | | | | |
| Age | | | | | | | | | | | | | | | |
| Under 18 | | | | | | | | | | | | | | | |
| 18 to 64 | | | | | | | | | | | | | | | |
| 65 and over | | | | | | | | | | | | | | | |

***State Comments/Notes:***

**Please Describe the Sources of your Criminal Justice Data**

Source of criminal justice information: __ 1) Consumer survey (recommended questions) __ 2) Other Consumer Survey: Please send copy of questions __ 3) Mental health MIS

__ 4) State criminal justice agency __ 5) Local criminal justice agency __ 6) Other (specify) _____

Measure of criminal justice involvement: __ 1) Arrests __ 2) Other: specify

Mental health programs included: __ 1) Adults with SMI only __ 2) Other adults (specify) __ 3) Both (all adults)

__ 1) Children with SED only __ 2) Other Children (specify) __ 3) Both (all Children)

Region for which data are reported: ___ 1) The whole state ___ 2) Less than the whole state (please describe)

**Table 19b. Profile of Change in School Attendance**

## PLEASE DO NOT ADD, DELETE OR MOVE ROWS, COLUMNS AND/OR CELLS!

*1. This is a developmental measure. To assist in the development process, we are asking states to report information on the school attendance outcomes of mental health consumers with their December 2006 MHBG submission.*

*2. The SAMHSA National Outcome Measure for School Attendance measures the change in days attended over time. The DIG Outcomes Workgroup pilot tested 3 consumer self-report items that can be used to provide this information. If your state has used the 3 Consumer Self-Report items on School Attendance, you may report them here.*

*3. If your SMHA has data on School Attendance from alternatives sources, you may also report that here. If you only have data for School attendance for consumers in this year, please report that in the T2 columns. If you can calculate the change in Attendance from T1 to T2, please use all these columns.*

*4. Please complete the check boxes at the bottom of the table to help explain the data sources that you used to complete this table.*

*5. Please tell us anything else that would help us to understand your indicator (e.g., list survey or MIS questions; describe linking methodology and data sources; specify time period for criminal justice involvement; explain whether treatment data are collected*

## Table 19b. Profile of Change in School Attendance

**State:** **Time period in which services were received:**

**For Consumers in Service for at least 12 months**

| | T1 | | | T2 | | | T1 to T2 Change | | | | Impact of Services | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | "T1" Prior 12 months (more than 1 year ago) | | | "T2" Most Recent 12 months (this year) | | | If Suspended at T1 (Prior 12 Months) | | If Not Suspended at T1 (Prior 12 Months) | | Over the last 12 months, the number of days my child was in school have | | | | |
| | # Suspended or Expelled | # Not Suspended or Expelled | No Response | # Suspended or Expelled | # Not Suspended or Expelled | No Response | # with an Expelled or Suspended in T2 | # with No Suspension or Expulsion at T2 | # with an Expelled or Suspended in T2 | # with No Suspension or Expulsion at T2 | # Greater (Improved) | # Stayed the Same | # Fewer days (gotten worse) | # NA | Total Responses |
| **Total** | | | | | | | | | | | | | | | |
| **Gender** | | | | | | | | | | | | | | | |
| Male | | | | | | | | | | | | | | | |
| Female | | | | | | | | | | | | | | | |
| Gender NA | | | | | | | | | | | | | | | |
| Age | | | | | | | | | | | | | | | |
| Under 18 | | | | | | | | | | | | | | | |

## For Consumers Who Began Mental Health Services during the past 12 months

| | T1 | | | T2 | | | T1 to T2 Change | | | | Impact of Services | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | "T1" 12 months prior to beginning services | | | "T2" Since Beginning Services (this year) | | | If Suspended at T1 (Prior 12 Months) | | If Not Suspended at T1 (Prior 12 Months) | | Since starting to receive MH Services, the number of days my child was in school have | | | | |
| | # Suspended or Expelled | # Not Suspended or Expelled | No Response | # Suspended or Expelled | # Not Suspended or Expelled | No Response | # with an Expelled or Suspended in T2 | # with No Suspension or Expulsion at T2 | # with an Expelled or Suspended in T2 | # with No Suspension or Expulsion at T2 | # Greater (Improved) | # Stayed the Same | # Fewer days (gotten worse) | # NA | Total Responses |
| **Total** | | | | | | | | | | | | | | | |
| **Gender** | | | | | | | | | | | | | | | |
| Male | | | | | | | | | | | | | | | |
| Female | | | | | | | | | | | | | | | |
| Gender NA | | | | | | | | | | | | | | | |
| Age | | | | | | | | | | | | | | | |
| Under 18 | | | | | | | | | | | | | | | |

State Comments/Notes

Source of School Attendance Information MIS

__ 1) Consumer survey (recommended items) __ 2) Other Survey: Please send us items __ 3) Mental health

__ 4) State Education Department __ 5) Local Schools/Education Agencies __ 6) Other (specify)

_____

Measure of School Attendance __ 1) School Attendance __ 2) Other:

Mental health programs include: __ 1) Children with SED only __ 2) Other Children (specify) __ 3) Both.

Region for which data are reported: ___ 1) The whole state ___ 2) Less than the whole state (please describe)

**Table 20B. Profile of Forensic Patients Readmission to Any State Psychiatric Inpatient Hospital Within 30/180 Days of Discharge**

**PLEASE DO NOT ADD, DELETE OR MOVE ROWS, COLUMNS AND/OR CELLS!**

Table 20B.
Report Year:
State Identifier:

| | Total number of Discharges in Year | Number of Readmissions to ANY STATE Hospital within | | Percent Readmitted | |
|---|---|---|---|---|---|
| | | 30 days | 180 days | 30 days | 180 days |
| **TOTAL** | 0 | 0 | 0 | | |
| **Age** | | | | | |
| 0-12 | | | | | |
| 13-17 | | | | | |
| 18-20 | | | | | |
| 21-64 | | | | | |
| 65-74 | | | | | |
| 75+ | | | | | |
| Not Available | | | | | |
| **Gender** | | | | | |
| Female | | | | | |
| Male | | | | | |
| Gender Not Available | | | | | |

| Race | | | | | |
|---|---|---|---|---|---|
| American Indian/ Alaska Native | | | | | |
| Asian | | | | | |
| Black/African American | | | | | |
| Hawaiian/Pacific Islander | | | | | |
| White | | | | | |
| Hispanic* | | | | | |
| More than one race | | | | | |
| Race Not Available | | | | | |

| Hispanic/Latino Origin | | | | | |
|---|---|---|---|---|---|
| Hispanic/Latino Origin | | | | | |
| Non Hispanic/Latino | | | | | |
| Hispanic/Latino Origin Not Available | | | | | |

Comments on Data:

**Table 21. Profile of Non-Forensic (Voluntary and Civil-Involuntary Patients) Readmission to Any Psychiatric Inpatient Care Unit (State Operated or Other Psychiatric Inpatient Unit) Within 30/180 Days of Discharge**

**PLEASE DO NOT ADD, DELETE OR MOVE ROWS, COLUMNS AND/OR CELLS!**

Table 21.
Report Year:
State Identifier:

| | Total number of Discharges in Year | Number of Readmissions to ANY Psychiatric Inpatient Care Unit Hospital within | | Percent Readmitted | |
|---|---|---|---|---|---|
| | | 30 days | 180 days | 30 days | 180 days |
| **TOTAL** | 0 | 0 | 0 | | |
| **Age** | | | | | |
| 0-12 | | | | | |
| 13-17 | | | | | |
| 18-20 | | | | | |
| 21-64 | | | | | |
| 65-74 | | | | | |
| 75+ | | | | | |
| Not Available | | | | | |
| **Gender** | | | | | |
| Female | | | | | |
| Male | | | | | |
| Gender Not Available | | | | | |

| Race | | | | | |
|---|---|---|---|---|---|
| American Indian/ Alaska Native | | | | | |
| Asian | | | | | |
| Black/African American | | | | | |
| Hawaiian/Pacific Islander | | | | | |
| White | | | | | |
| Hispanic* | | | | | |
| More than one race | | | | | |
| Race Not Available | | | | | |

| Hispanic/Latino Origin | | | | | |
|---|---|---|---|---|---|
| Hispanic/Latino Origin | | | | | |
| Non Hispanic/Latino | | | | | |
| Hispanic/Latino Origin Not Available | | | | | |

1. Does this table include readmission from state psychiatric hospitals?
2. Are Forensic Patients Included?

Comments on Data:

## J. GLOSSARY

| Term | Definition |
|---|---|
| Behavioral Health Services | An array of community-based services including, but not limited to: emergency/crisis services, evaluation/assessment, individual/family/group psychotherapy, medication monitoring/psychiatric evaluation, case management/intensive case management, mental illness management services (MIMS) and family support. |
| Bidder | A firm submitting a proposal in response to this RFP. |
| Bidder's Conference | A meeting held before proposals are due to present the project to potential bidders and to answer questions. BBH may or may not hold a bidder's conference. |
| Business Associates Agreement | A confidentiality agreement governing the transmission and analysis of behavioral health data pursuant to the privacy requirements under 45 CFR 164.514, (e)(1-4) of the 1996 Health Insurance Portability and Accountability Act. |
| Business Day | Monday, Tuesday, Wednesday, Thursday, Friday |
| BBH | Bureau of Behavioral Health, part of the Division of Community Based Care Services which is part of the New Hampshire State Department of Health and Human Services |
| Community Mental Health Centers | Refers to the ten (10) not-for-profit community agencies that deliver behavioral health services. |
| Consumers | Individuals who receive behavioral health services from the community mental health centers. |
| Contracted Organization | The organization that is awarded the contract as a result of this RFP. |
| Data Extraction Project | Another term used for the Phoenix information system. |
| Data Infrastructure Grant | Part of the Mental Health Block Grant program of the Federal Substance Abuse and Mental Health Services Administration. The purpose of this series of grants to the states was to improve the State's ability to report on a common set of measures (the Uniform Reporting System or URS) for the Block |

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| | Grant Implementation Reports. |
| DCBCS | Division of Community Based Care Services |
| DHHS | New Hampshire Department of Health and Human Services |
| Effective Date | The date on which a contract resulting from this RFP becomes binding. |
| Eligible Consumer | Also Eligibles. People who are receiving services at a community mental health center who have been determined to meet the criteria for the BBH definition of adults who are severely mentally ill, severely and persistently mentally ill, severely or severely and persistently mentally ill but requiring fewer services, or children who are seriously emotionally disturbed, and seriously emotionally disturbed with interagency involvement. |
| HIPAA | Health Insurance Portability and Accountability Act of 1996. Additional sections of the act are currently being issued by Centers for Medicare and Medicaid Services (CMS), formerly HCFA (Health Care Financing Administration). |
| Information Technology (IT) | Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, data processing, computing, information systems, telecommunications, and various audio and video technologies. |
| Letter of Intent | Not actually a letter but a form that is sent to the Point of Contact to notify BBH that a bidder intends to send in a proposal. Once a Letter of Intent is received, the potential bidder will be notified of all changes to the Procurement Timetable, the answers to all submitted questions, and will receive a copy of the RFP in Word and forms in Excel. Proposals will be accepted from organizations that have not submitted a Letter of Intent. Submitting a Letter of Intent does not obligate you to send in a proposal. |
| Meeting Expenses | Refreshments, meeting room rental, preparation of materials. These expenses must be documented and justified as relevant to the positive outcome of this project. |

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| Non-duplicated | Also Unduplicated. A number generated by counting each member of a set only once even if the member appears multiple times. |
| Normal Business Hours | 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided upon request. |
| Office of Information Technology (OIT) | Office that handles the Statewide implementation of all information technology activities. |
| Other couriers | Fed Ex, DHL, UPS, etc. |
| Phoenix | The Phoenix information system collects data from the 10 community mental health center. The data base is Oracle; the report writer is Cognos. It is expected to be fully operational by the end of calendar year 2006 and will have at least partial data for SFYs 2005, 2006, and 2007 going forward. |
| Point of Contact | The person through whom all communication about this RFP flows. |
| Procurement Timetable | The expected sequence and timing of events with regard to this RFP. Subject to change. |
| Regional Providers | Refers to the ten (10) community mental health centers that have contracts with BBH to deliver behavioral health services. |
| Selected Organization | Successful bidder |
| State Fiscal Year (SFY) | The State fiscal year extends from July 1st through June 30th of the following year. They are numbered according to the calendar year in which the fiscal year will end. SFY 2005 ended on June 30, 2005. |
| Successful bidder | The organization that is selected to receive the contract. |