



State of New Hampshire Department of Health and Human Services

REQUEST FOR PROPOSALS # RFP-2017-OCOM-01-PHYSI

FOR

Physician Clinical and Administrative Services

February 25, 2016



Table of Contents

| | |
|------------------------------------------------------------------|-----------|
| 1. INTRODUCTION | 4 |
| 1.1. Purpose and Overview | 4 |
| 1.2. Request for Proposal Terminology | 4 |
| 1.3. Contract Period | 5 |
| 1.4. Firm Fixed Price | 5 |
| 2. BACKGROUND AND REQUIRED SERVICES | 5 |
| 2.1. Physician Clinical and Administrative Services | 5 |
| 3. STATEMENT OF WORK | 8 |
| 3.1. Covered Populations and Services | 8 |
| 3.2. Service Area #2 – Glencliff Home | 24 |
| 3.3. Service Area #3 – Medicaid Program | 24 |
| 3.4. Service Area #4 – Children, Youth and Families | 27 |
| 3.5. Service Area #5 – Behavioral Health | 30 |
| 3.6. Service Area #6 – Elderly and Adult Services | 33 |
| 3.7. Service Area #7 – Developmental Services | 35 |
| 3.8. Staffing | 39 |
| 3.9. Performance Standards | 42 |
| 3.10. Compliance | 44 |
| 3.11. Disputes | 45 |
| 3.12. Vendor’s Mandatory Narrative Responses | 45 |
| 4. FINANCE | 47 |
| 4.1. Financial Standards | 47 |
| 4.2. Liquidated Damages | 49 |
| 5. PROPOSAL EVALUATION | 50 |
| 5.1. Technical Proposal – 650 Points | 50 |
| 5.2. Cost Proposal – 350 Points | 51 |
| 6. PROPOSAL PROCESS | 51 |
| 6.1. Contact Information – Sole Point of Contact | 51 |
| 6.2. Procurement Timetable | 52 |
| 6.3. Mandatory Letter of Intent | 52 |
| 6.4. Bidders’ Questions and Answers | 53 |
| 6.5. RFP Amendment | 53 |
| 6.6. Proposal Submission | 54 |
| 6.7. Compliance | 54 |
| 6.8. Non-Collusion | 54 |
| 6.9. Collaborative Proposals | 54 |
| 6.10. Validity of Proposals | 54 |
| 6.11. Property of Department | 54 |
| 6.12. Proposal Withdrawal | 55 |
| 6.13. Public Disclosure | 55 |
| 6.14. Non-Commitment | 55 |
| 6.15. Liability | 56 |
| 6.16. Request for Additional Information or Materials | 56 |
| 6.17. Oral Presentations and Discussions | 56 |
| 6.18. Contract Negotiations and Unsuccessful Bidder Notice | 56 |



| | |
|------------------------------------------------------------------|-----------|
| 6.19. Scope of Award and Contract Award Notice | 56 |
| 6.20. Site Visits | 57 |
| 6.21. Protest of Intended Award | 57 |
| 6.22. Contingency | 57 |
| 7. PROPOSAL OUTLINE AND REQUIREMENTS..... | 57 |
| 7.1. Presentation and Identification | 57 |
| 7.2. Outline and Detail | 58 |
| 8. MANDATORY BUSINESS SPECIFICATIONS..... | 63 |
| 8.1. Contract Terms, Conditions and Penalties, Forms..... | 63 |
| 9. ADDITIONAL INFORMATION..... | 63 |
| 9.1. Appendix A – Exceptions to Terms and Conditions | 63 |
| 9.2. Appendix B – Contract Minimum Requirements | 63 |
| 9.3. Appendix C – CLAS Requirements..... | 64 |
| 9.4. Appendix D – Required Staffing List..... | 64 |
| 9.5. Appendix E – Curricula Vitae & Letters of Intent | 64 |
| 9.6. Appendix F –Personnel Work Plan & Timetable | 64 |
| 9.7. Appendix G – Current Funding Sources | 64 |
| 9.8. Appendix H – Budgets..... | 64 |
| 9.9. Appendix I – Evidence-Based Training and Consultation | 64 |



1. INTRODUCTION

1.1. Purpose and Overview

This Request for Proposals (RFP) is published to solicit proposals for the provision of physician clinical and administrative services for the New Hampshire Department of Health and Human Services (DHHS).

Qualified vendors will be required to provide physician clinical and administrative services **for all of the following seven (7) service areas in the Department:**

- Service Area #1 – New Hampshire Hospital (NHH)
- Service Area #2 – Glencliff Home
- Service Area #3 – Medicaid Program
- Service Area #4 – Children, Youth and Families
- Service Area #5 – Behavioral Health
- Service Area #6 – Elderly and Adult Services
- Service Area #7 – Developmental Services

The Department is seeking competitive proposals from academic medical centers, non-academic medical centers, physician associations, group practices, or any other qualified entity having the capacity to deliver sufficient numbers of qualified physicians, faculty, research, and professional technical staff necessary to meet the State's needs without service disruption to its patients and consumers. Vendors who are not an academic medical center must be affiliated with an academic medical center. There will be separate scopes of work, performance metrics, and financial terms applicable to each of the service areas mentioned above.

The Department is seeking proposals that will fulfill all seven services areas. The Department will not accept proposals from vendors who are unable to provide services in all seven service areas either through their organization or through subcontractors.

However, if a vendor proposes to use subcontractors for any portion of the services defined in this RFP or in the resulting contract, none of the services identified in this RFP or the resulting contract shall be subcontracted by the vendor without the prior written notice and consent of the Department.

1.2. Request for Proposal Terminology

CPHS – Committee for the Protection of Human Subjects.

RFP – Request for Proposals. Requests for Proposals means an invitation to submit a proposal to provide specified goods or services, where the particulars of the goods or services and the price are proposed by the vendor and, for proposals meeting or exceeding specifications, selection is according to identified criteria as provided by RSA 21-I:22-a and RSA 21-I:22-b.

Department – New Hampshire Department of Health and Human Services

DHHS – New Hampshire Department of Health and Human Services

FFP – Firm Fixed Price

TJC – The Joint Commission



CMS – Centers for Medicare and Medicaid Services

1.3. Contract Period

The contract resulting from this RFP will be effective July 1, 2016, or upon Governor and Executive Council approval, whichever is later, through June 30, 2019.

The Department may extend contracted services for up to two (2) three-year extensions at the sole discretion of the Department, considering contractor performance, continued funding, and Governor and Executive Council approval.

1.4. Firm Fixed Price

The contract resulting from this RFP will be a Firm, Fixed Price (FFP) contract. Prospective vendors should provide the total cost of all services in their proposals.

2. BACKGROUND AND REQUIRED SERVICES

2.1. Physician Clinical and Administrative Services

2.1.1. Department of Health and Human Services

The Department of Health and Human Services (DHHS) is the largest state agency in New Hampshire state government and is responsible for the health, safety and well-being of the citizens of New Hampshire. DHHS provides services for children, adults, and families, and administers various programs throughout the state. These services are provided via contracts or partnerships with families, community groups, private providers, other state and local government entities, and many citizens throughout the state.

The majority of people who access DHHS services have multiple needs that require coordinated assistance from more than one program area. As a result, many programs and services are under the administration of DHHS. DHHS is also charged with administering, at the state level, many federally enacted health and social service programs.

DHHS is responsible for many of the regulatory, programmatic, and financial aspects of New Hampshire's health care system, and plays a key role in the planning, delivery and financing of health care. It provides social and support services to families with chronically ill or disabled members and to families in crisis. DHHS also provides economic supports, including childcare funding, financial grants, employment support services, food assistance and child support services, as well as long-term care.

Financial and social services are provided, to a large extent, through a network of district offices located throughout the state. Behavioral Health services are made available through community mental health centers and institutions such as the Glenclyff Home, and New Hampshire Hospital (NHH). People with developmental disabilities receive community-based services through a system of non-profit area agencies. Local vendors complement and increase DHHS capacity to provide community-based services.



Presently, the State of New Hampshire, through DHHS, utilizes the services of an academic medical center to meet some of the specialized health and related clinical and administrative needs of its residents. Clinical focus areas include the provision of psychiatric care at NHH, clinical and administrative leadership to the State's Medicaid Program, and to behavioral health services. In addition, DHHS receives physician consultation services in the area of elderly and adult services, juvenile justice services, and developmental services for children and adults.

2.1.2. New Hampshire Hospital

NHH is a State operated publicly funded hospital. Fully accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO), it provides a range of specialized psychiatric services, including comprehensive, acute psychiatric treatment and rehabilitative services for children, adolescents, adults, and geriatric population with severe mental illness. NHH advocates for and provides services that support an individual's recovery.

Most people are admitted to NHH on an involuntary basis because they have been found to be dangerous to themselves or others as the result of a mental illness. A much smaller number are admitted voluntarily for the same reasons. NHH works closely with the community mental health center system.

At New Hampshire Hospital, the approved vendor, through a Chief Medical Officer, will collaborate with the Hospital's Chief Executive Officer, in the deployment of hospital services to best meet the evolving needs of New Hampshire residents with mental illness. Services provided are to achieve innovative and cost-effective acute psychiatric care that is oriented toward appropriate treatment, stabilization, and rapid return to the community. A recovery model will be emphasized. The approved vendor will also provide the necessary physician and allied health care personnel required to deliver quality health services to patients at NHH.

2.1.3. Glenclyff Home

Glenclyff Home strives to provide a continuum of services for New Hampshire's developmentally disabled, and/or mentally ill population in a home-like atmosphere with an emphasis on independence, dignity, and acceptance.

2.1.4. Medicaid Program

DHHS has functional responsibility for the Medicaid medical assistance program, as well as health planning, reporting, data and research. The Medicaid program serves low-income New Hampshire adults and children. Within its administration of the Medicaid program, DHHS is dedicated to the identification of NH's health care needs through assessment of health care and social services delivery systems. Development and facilitation of program policy and financial management for Medicaid services assists other DHHS program areas in managing specialized Medicaid programs for children, seniors, the blind or disabled, including persons with mental illness, persons with developmental disabilities, and those residing in long term care facilities.

2.1.5. Children, Youth and Families



DHHS manages protective programs on behalf of New Hampshire's children and youth and their families. DHHS staff provide a wide range of family-centered services with the goal of meeting the needs of parents and their children and strengthening the family system. Services are designed to support families and children in their own homes and communities whenever possible.

DHHS is responsible for providing supervision and rehabilitative services to youth adjudicated under state law as delinquent or as Children In Need of Services (CHINS). DHHS provides supervision, case management, and an array of rehabilitative services through its staff of Juvenile Probation and Parole Officers (JPPOs) and a network of community-based providers who are licensed and/or certified by DHHS.

2.1.6. Behavioral Health

DHHS seeks to promote respect, recovery, and full community inclusion for adults, including older adults who experience a mental illness and children with an emotional disturbance through behavioral health integrated services. DHHS works to ensure the provision of efficient and effective services to those citizens who are most severely and persistently disabled by mental, emotional, and behavioral dysfunction as defined by New Hampshire laws and rules. To accomplish this, DHHS has divided the entire state into ten community mental health regions. Each of these regions has a DHHS contracted Community Mental Health Center, and many regions have DHHS contracted Peer Support agencies.

The State of New Hampshire seeks to become a national leader in the development of proven, effective interventions for children and adults with severe mental illness and serious emotional disturbance. The State, through its Behavioral Health program, seeks to sustain the development and implementation process of evidence based practices through the provision of technical assistance and training made possible with this contract, as well as state and federal grant opportunities. To achieve these goals, DHHS seeks to contract with a vendor bringing significant, proven experience in the development of an integrated mental health care system, while applying best practice principles for clinical treatment, and delivering educational and training programs and related research.

2.1.7. Elderly and Adult Services

DHHS provides a variety of social and long-term supports to adults age 60 and older and to adults between the ages of 18 and 60 who have a chronic illness or disability. A critical component of the DHHS statewide delivery system is its community-based provider network; many of these providers are nonprofit agencies. DHHS coordinates long-term care support services through contracts at the local level, thereby reflecting the commitment of DHHS to strengthen the autonomy of local communities and to direct resources to where they are needed most.



The Contractor shall provide a qualified physician to serve part-time as Medical Director to the Elderly and Adult Services program for the purposes of sustaining and improving the quality of services for the elderly and adults with disabilities in NH.

2.1.8. Developmental Services

DHHS is committed to joining communities and families in providing opportunities for citizens to achieve health and independence. In partnership with consumers, families, and community based service networks, DHHS affirms the vision that all citizens should participate in the life of their community while receiving the supports they need to be productive and valued community members.

To achieve this vision, DHHS takes a leadership role in developing the network of supports and resources that will make community presence and participation a reality for every eligible person who chooses community based services and whose treatment professionals have determined that community supports are appropriate. The New Hampshire developmental services system offers individuals with developmental disabilities and acquired brain disorders a wide range of supports and services within their own communities.

3. STATEMENT OF WORK

3.1. Covered Populations and Services

The Contractor shall provide physician clinical and administrative services to various populations served by DHHS, in all seven (7) Service Areas identified in Section 1.1 – Purpose and Overview as describe herein:

3.1.1. General Requirements – All Service Areas

- 3.1.1.1. The Contractor shall provide psychiatric and other professional services to all service areas through the employment of appropriate Contractor staff described in the following sections, and requiring such staff to perform required services.
- 3.1.1.2. The Contractor shall provide additional clinical personnel to perform the services required for clinical, educational, research, and training programs at NHH. The Contractor shall provide psychiatrists and other clinical personnel with sufficient professional skills and qualifications to provide the educational and research services needed by NHH.
 - a. At the direction of the NHH CEO, the appropriate Contractor staff may be assigned to conduct telepsychiatry or offsite consultation. If so directed, the Contractor shall ensure that its staff have professional malpractice insurance.
- 3.1.1.3. The Contractor shall work with DHHS to continue to develop and refine an integrated mental health care system applying principles of managed care for clinical treatment, educational and training programs, and related research.



- 3.1.1.4. The Contractor shall work with DHHS to jointly maintain and develop an applied research and evaluation capacity, the general purpose of which shall be to identify and address medical research issues relative to the DHHS mission under RSA 135-C. The activities shall be directed at enhancing applied research resources, capacities and activities within the State mental health services system and implementing a program of applied research relative to that system.
- 3.1.1.5. Subject to the availability of funding to further the goals of this contract and NHH, the Contractor shall provide additional clinical personnel, as described herein, at the request of the NHH Hospital Chief Executive Officer, or other DHHS specified designee, and based on a mutually agreed upon contract amendment approved by Governor and Executive Council.
- 3.1.1.6. All personnel provided by the Contractor under this contract shall be employees or consultants of the Contractor. No personnel provided by the Contractor under this contract shall be considered an employee of the State of New Hampshire.

3.1.2. General Personnel Requirements – Service Area #1 – New Hampshire Hospital

- 3.1.2.1. The following requirements shall apply specifically to personnel provided to fulfill the contractual requirements applicable to NHH as specified in Section 3.8.2. See Section 3.8.2. – Staffing Requirements – Service Area #1 – New Hampshire Hospital, for specific information on staffing number and time equivalents.
- 3.1.2.2. The Contractor shall ensure that the Chief Medical Officer actively participates in the recruitment of all other staffing needs required under the contract for the provision of services at NHH.
- 3.1.2.3. The Contractor shall ensure that, prior to commencing practice at NHH, all psychiatrists are licensed to practice medicine in the State of New Hampshire as well as boarded in their particular specialty or are board eligible, and shall commence the privileging process of the Medical Staff Organization of NHH as authorized by its by-laws. Such licenses and clinical privileges must be maintained throughout the term of the contract.
- 3.1.2.4. The Contractor shall ensure that all clinical personnel maintain appropriate licensure/certification relevant to the practice of their clinical disciplines.
- 3.1.2.5. DHHS reserves the right to jointly, with the Contractor, or separately, interview, research or otherwise screen and consider candidates the Contractor designates for the Chief Medical Officer role.



- 3.1.2.6. The Contractor shall ensure that all personnel provided under this contract to NHH are subject to the Contractor's normal and customary employee benefits and policies, including leave provisions. However, whereas the Contractor and DHHS agree that the continuity of operations and continuous quality patient care, including provision of the staffing described in this contract at the level of 100%, is of paramount importance to the State, in addition to any required approvals by the Contractor for its employees, staff providing services to NHH shall provide timely, prior notification to the Chief Medical Officer and the NHH Chief Executive Officer for any anticipated leave time. The Contractor shall be solely responsible for providing, at no additional cost to DHHS, qualified, sufficient staff coverage to fill any gap in coverage during any anticipated leave time, including sick leave, lasting more than three (3) consecutive days unless otherwise agreed upon by the NHH CEO on a case-by-case basis, and for providing appropriate transition between staff members covering for those on leave. Qualified sufficient staff coverage shall mean personnel who meet or exceed the qualifications of the vacating staff member.
- a. DHHS' expectation is that staffing at the level of 100% ensures that in no case shall Contractor staffing affect the number of NHH beds available, and that NHH units will not stop admissions due to the lack of coverage for Contractor staff.
- 3.1.2.7. DHHS reserves the right, through its NHH Chief Executive Officer, or other designee in the absence of the NHH Chief Executive Officer or a vacancy in that position, at its sole discretion to rescind, either temporarily or permanently, its approval of the Contractor's applicable staff member providing services at NHH for any of the following reasons:
- a. Loss of medical staff privileges at NHH pursuant to medical staff by-laws;
- b. Revocation or suspension of the Chief Medical Officer's New Hampshire medical license;
- c. Arrest or conviction of a felony or misdemeanor; or
- d. Other reasons which include, but are not limited to: misconduct, violation of NHH or DHHS policy, malfeasance, or unsatisfactory work performance.
- 3.1.2.8. The Contractor's applicable staff member shall be prohibited from providing services under the contract for the period of time that DHHS exercises this right.
- 3.1.2.9. If the NHH Chief Executive Officer removes Contractor staff, including the Chief Medical Officer, for any reason, the Contractor shall not be entitled to payment for the staff member during the period of removal. In the event that DHHS exercises its right under subsection 3.1.2.7, by temporarily rescinding approval of the Contractor's applicable staff member, DHHS shall inform the Contractor of the anticipated duration for which approval will remain rescinded, and provide the notice specified in subsection 3.8.1.3.



- 3.1.2.10. If the duration of a temporarily rescinded approval is greater than seven (7) business days, the Contractor shall furnish within ten (10) business days replacement Contractor staff who shall meet all of the requirements for the applicable position under the contract. The Contractor shall be responsible for providing, at no additional cost, transition services to NHH to avoid service interruption.
- 3.1.2.11. If approval of the Chief Medical Officer is temporarily rescinded, the Contractor shall furnish within ten (10) business days a psychiatrist to serve full time as interim NHH Chief Medical Officer, until such time as the existing Chief Medical Officer either resumes duty full-time or is replaced by a new Chief Medical Officer. The interim Chief Medical Officer shall meet all of the requirements for the Chief Medical Officer as set forth under the contract. The Contractor shall be responsible for providing transition services to NHH, at no additional cost, to avoid the interruption of services and administrative responsibilities
- 3.1.2.12. DHHS shall provide Contractor staff at NHH with adequate facilities and DHHS-employed administrative support staff. Facilities shall include, but not be limited to, office space, equipment, and furnishings. Sufficient space to accomplish educational, training, and research missions shall also be made available. Administrative support staff shall include, but not be limited to, secretarial assistance, including one full-time executive secretary to support the Chief Medical Officer.
- 3.1.2.13. The Contractor, the Chief Medical Officer and all other clinical staff provided by the Contractor shall execute their responsibilities pursuant to this contract consistent with RSA Chapter 135-C, any applicable administrative rules, the by-laws of the NHH's Medical Staff Organization, The Joint Commission (TJC), Centers for Medicare and Medicaid Services (CMS), and in accordance with generally accepted medical standards and practices.

3.1.3. Specific Personnel Requirements – Service Area #1 – New Hampshire Hospital

- 3.1.3.1. **Chief Medical Officer**
 - a. The Contractor shall provide for the term of the contract, the full-time services of a qualified physician to serve as the Chief Medical Officer for NHH. The Chief Medical Officer shall possess the following qualifications and meet the following requirements:
 - i. The Chief Medical Officer shall be a Board Certified Psychiatrist licensed to practice in the State of New Hampshire. The Chief Medical Officer shall, at all times, maintain both a license to practice medicine in the State of New Hampshire and clinical privileges at NHH.
 - ii. The Chief Medical Officer shall be a senior administrative psychiatrist having a minimum of five (5) years of experience in a position of clinical leadership for a major public sector program, psychiatric hospital, governmental authority, state or national medical/psychiatric society organization involved in the delivery of public sector psychiatric services. The Chief Medical Officer shall have completed an ACGME approved residency program with board certification in Psychiatry by the American Board of Psychiatry and Neurology. Additional subspecialty



certification in forensic, geriatric or child/adolescent psychiatry may be substituted for 2 years of administrative leadership. Completion of a graduate curriculum in medical administration preferred.

- iii. For purposes of this paragraph, the term "full-time" shall mean that the Chief Medical Officer shall be required to account, through appropriate record-keeping as determined by NHH, for a minimum of 40 hours of work per week devoted to his or her duties and responsibilities pursuant to the contract, subject to the Contractor's normal and customary employee leave policies. Said minimum hours must be satisfied through hours devoted to clinical activities onsite at NHH.
 - b. The Chief Medical Officer may be permitted with prior notice and approval of the NHH Chief Executive Officer to work up to a maximum of 4 hours per week devoted to educational or research activities so long as those activities further the mission and goals of NHH. The Chief Medical Officer shall be responsible for providing documentation to the NHH Chief Executive Officer that time spent devoted to educational or research activities furthers the mission and goals of NHH.
 - c. Notwithstanding the foregoing allowance for educational or research activities, the Chief Medical Officer shall be physically present onsite at NHH not less than 36 hours per week. The Chief Medical Officer shall also participate with staff psychiatrists in on call, after-hours coverage above the 40 hour week to ensure a 24-hour a day, 7 day per week provision of Psychiatrist-On-Call services without additional compensation to the Contractor or the Chief Medical Officer.
 - d. In the event the Chief Medical Officer resigns, or is otherwise removed from providing services to NHH under this contract, the Contractor shall furnish within ten (10) business days, not including holidays, a psychiatrist to serve full time as interim NHH Chief Medical Officer, until such time as the existing Chief Medical Officer either resumes duty full-time or is replaced by a new Chief Medical Officer. The interim Chief Medical Officer shall meet all of the requirements for the Chief Medical Officer as set forth under the contract. The Contractor shall be responsible for providing transition services to NHH, at no additional cost, to avoid the interruption of services and administrative responsibilities.
- 3.1.3.2. The Chief Medical Officer shall demonstrate:
- a. Clear success in the fields of clinical psychiatry and psychiatric education at the graduate or undergraduate level;
 - b. Development of innovative clinical programs specific to the needs of the severely and persistently mentally ill, (SPMI) population;
 - c. Successful collaboration with state government leadership in the areas of program planning, budget, personnel policies, staffing levels, and the legislative process;
 - d. Cooperation with consumer organizations; and
 - e. Competence in program evaluation and evidence based outcomes related clinical practice. Research experience; particularly in public sector relevant research as a principal investigator or co-principal investigator is preferred.



- 3.1.3.3. On an annual basis, the Chief Medical Officer and the NHH Chief Executive Officer shall establish staffing needs for NHH, which shall include psychiatric, research and related clinical personnel. A schedule of personnel shall be developed and written notice shall be provided to the Contractor prior to commencement of the applicable contract year.
- 3.1.3.4. Chief Medical Officer's Administrative/Clinical Responsibilities
Subject to (1) the statutory authority of the DHHS Commissioner or designee, and (2) the authority of the NHH Chief Executive Officer with respect to administrative/clinical matters, the Chief Medical Officer shall be responsible for the following:
- a. To coordinate with the NHH Chief Executive Officer all clinical activities in order to accomplish the day-to-day clinical operation of NHH in a manner consistent with RSA Chapter 135-C and the rules adopted pursuant thereto, all NHH policies, and all standards of TJC and CMS;
 - b. To participate in the formulation, implementation, and supervision of all clinical programs for the diagnosis, assessment, treatment, care, and management of patients of NHH, and all clinical personnel engaged in said programs to participate in the formulation, implementation, and supervision of all clinical educational, clinical research, and clinical training programs within NHH;
 - c. To supervise all documentation requirements of all staff psychiatrists and other clinical personnel employed by the Contractor and providing services under this contract at NHH;
 - d. To perform annual performance evaluations and discipline as necessary for all staff psychiatrists and other clinical personnel employed by the Contractor and providing services under this contract at NHH. In preparing these evaluations, the Chief Medical Officer shall consult with and seek input from the NHH Chief Executive Officer as to the Department's satisfaction with the services provided by any such individual under review;
 - e. To perform an annual administrative review of all clinical personnel employed by the Contractor and providing services under this contract at NHH to assure compliance with NHH policy, including but not limited to: training, record keeping, matters of medical records, CPR and CMP training/retraining, JTC requirements, customer service responsibilities, and HIPAA compliance and attendance at mandated in-service training. The Chief Medical Officer shall take whatever action necessary to assure compliance with these requirements and take whatever disciplinary action necessary in instances of non-compliance;
 - f. To comply with all applicable performance standards set forth in this contract pertaining to staff psychiatrists;
 - g. To provide consultation to DHHS relative to the development of the State mental health service system;
 - h. To support NHH's customer service culture by adhering to and assuring that psychiatrists under his/her direction, adhere to the established Customer Service Guidelines for Physicians;
 - i. To report to the NHH Chief Executive Officer issues known to him/her regarding all admissions, patient care or any other situation that may pose a significant risk to patients or the community or that may result in



- adverse publicity or in any way undermine public confidence in the clinical care provided by NHH;
- j. To participate as a member of the NHH's Administrative Executive Committee;
 - k. To participate as a member of the Executive Committee of the Medical Staff Organization of NHH;
 - l. To participate with the NHH Chief Executive Officer in the development of the clinical budget of NHH;
 - m. To participate in the recruitment of other clinical DHHS personnel, upon the request of the NHH Chief Executive Officer;
 - n. To establish, subject to the NHH Chief Executive Officer approval, an employment schedule for all clinical personnel employed by the Contractor to provide services at NHH;
 - o. To assist the NHH Chief Executive Office with the clinical supervision and education of all other clinical staff at NHH; and
 - p. To provide clinical coverage of Contractor staff as necessary.

3.1.3.5. **Associate Medical Director**

- a. The Contractor shall provide for the term of the contract, the full-time services of a qualified physician to serve as the Associate Medical Director for NHH. The Associate Medical Director shall possess the following qualifications and meet the following requirements:
 - i. The Associate Medical Director shall be a Board Certified Psychiatrist licensed to practice in the State of New Hampshire. The Associate Medical Director shall, at all times, maintain both a license to practice medicine in the State of New Hampshire and clinical privileges at NHH.
 - ii. The Associate Medical Director shall be a senior administrative psychiatrist having a minimum of five (5) years of experience in a position of clinical leadership for a major public sector program, psychiatric hospital, governmental authority, state or national medical/psychiatric society organization involved in the delivery of public sector psychiatric services. The Associate Medical Director shall have completed an ACGME approved residency program with board certification in Psychiatry by the American Board of Psychiatry and Neurology. Additional subspecialty certification in forensic, addiction, geriatric or child/adolescent psychiatry may be substituted for 2 years of administrative leadership. Completion of a graduate curriculum in medical administration preferred.
 - iii. For purposes of this paragraph, the term "full-time" shall mean that the Associate Medical Director shall be required to account, through appropriate record-keeping as determined by NHH, for a minimum of 40 hours of work per week devoted to his or her duties and responsibilities pursuant to the contract, subject to the Contractor's normal and customary employee leave policies. Said minimum hours must be satisfied through hours devoted to clinical activities onsite at NHH.
- b. The Associate Medical Director may be permitted with prior notice and approval of the NHH Chief Executive Officer to work up to a maximum of 4 hours per week devoted to educational or research activities so long as those activities further the mission and goals of NHH. The Associate Medical Director shall be responsible for providing documentation to the



- NHH Chief Executive Officer that time spent devoted to educational or research activities furthers the mission and goals of NHH.
- c. Notwithstanding the foregoing allowance for educational or research activities, the Associate Medical Director shall be physically present onsite at NHH not less than 36 hours per week. The Associate Medical Director shall also participate with staff psychiatrists in on call, after-hours coverage above the 40 hour week to ensure a 24-hour a day, 7 day per week provision of Psychiatrist-On-Call services without additional compensation to the Contractor or the Chief Medical Officer.
 - d. In the event the Associate Medical Director resigns, or is otherwise removed from providing services to NHH under this contract, the Contractor shall furnish, within 10 business days, not including holidays, a psychiatrist to serve full time as interim NHH Associate Medical Director, until such time as the existing Associate Medical Director either resumes duty full-time or is replaced by a new Associate Medical Director. The interim Associate Medical Director shall meet all of the requirements for the Chief Medical Officer as set forth under the contract. The Contractor shall be responsible for providing transition services to NHH, at no additional cost, to avoid the interruption of services and administrative responsibilities.
- 3.1.3.6. The Associate Medical Director shall demonstrate:
- a. Clear success in the fields of clinical psychiatry and psychiatric education at the graduate or undergraduate level;
 - b. Development of innovative clinical programs specific to the needs of the severely and persistently mentally ill, (SPMI) population;
 - c. Successful collaboration with state government leadership in the areas of program planning, budget, personnel policies, staffing levels, and the legislative process;
 - d. Cooperation with consumer organizations; and
 - e. Competence in program evaluation and evidence based outcomes related clinical practice. Research experience; particularly in public sector relevant research as a principal investigator or co-principal investigator is preferred.
- 3.1.3.7. On an annual basis, the Associate Medical Director together with the Chief Medical Officer and the NHH Chief Executive Officer shall establish staffing needs for NHH, which shall include psychiatric, research and related clinical personnel. A schedule of personnel shall be developed and written notice shall be provided to the Contractor prior to commencement of the applicable contract year.
- 3.1.3.8. The Associate Medical Director's Administrative/Clinical Responsibilities
- Subject to (1) the statutory authority of the DHHS Commissioner or designee, and (2) the authority of the NHH Chief Executive Officer with respect to administrative/clinical matters, the Associate Medical Director shall be responsible for the following:
- a. To coordinate with the NHH Chief Medical Officer and Chief Executive Officer all clinical activities in order to accomplish the day-to-day clinical operation of NHH in a manner consistent with RSA Chapter 135-C and



- the rules adopted pursuant thereto, all NHH policies, and all standards of TJC and CMS;
- b. To participate with the Chief Medical Officer in the formulation, implementation, and supervision of all clinical programs for the diagnosis, assessment, treatment, care, and management of patients of NHH, and all clinical personnel engaged in said programs to participate in the formulation, implementation, and supervision of all clinical educational, clinical research, and clinical training programs within NHH;
 - c. To supervise all documentation requirements of all staff psychiatrists and other clinical personnel employed by the Contractor and providing services under this contract at NHH;
 - d. To participate with the Chief Medical Officer in performing annual performance evaluations and discipline as necessary for all staff psychiatrists and other clinical personnel employed by the Contractor and providing services under this contract at NHH. In preparing these evaluations, the Associate Medical Director shall assist the Chief Medical Officer who shall consult with and seek input from the NHH Chief Executive Officer as to the Department's satisfaction with the services provided by any such individual under review;
 - e. To work with the CMO to perform an annual administrative review of all clinical personnel employed by the Contractor and providing services under this contract at NHH to assure compliance with NHH policy, including but not limited to: training, record keeping, matters of medical records, CPR and CMP training/retraining, JTC requirements, customer service responsibilities, and HIPAA compliance and attendance at mandated in-service training. The Associate Medical Director shall assist the Chief Medical Officer who shall take whatever action necessary to assure compliance with these requirements and take whatever disciplinary action necessary in instances of non-compliance;
 - f. To comply with all applicable performance standards set forth in this contract pertaining to staff psychiatrists;
 - g. To provide consultation to DHHS relative to the development of the State mental health service system;
 - h. To support NHH's customer service culture by adhering to and assuring that psychiatrists under his/her direction, adhere to the established Customer Service Guidelines for Physicians;
 - i. To report to the NHH Chief Medical Officer and to the Chief Executive Officer issues known to him/her regarding all admissions, patient care or any other situation that may pose a significant risk to patients or the community or that may result in adverse publicity or in any way undermine public confidence in the clinical care provided by NHH;
 - j. To participate as a member of the NHH's Administrative Executive Committee;
 - k. To participate as a member of the Executive Committee of the Medical Staff Organization of NHH;
 - l. To participate with the NHH Chief Medical Officer and the Chief Executive Officer in the development of the clinical budget of NHH;
 - m. To participate in the recruitment of other clinical DHHS personnel, upon the request of the NHH Chief Executive Officer;



- n. To assist in establishing, subject to the NHH Chief Medical Officer and Chief Executive Officer approval, an employment schedule for all clinical personnel employed by the Contractor to provide services at NHH; and
- o. To assist the NHH Chief Medical Officer and the Chief Executive Office with the clinical supervision and education of all other clinical staff at NHH; and
- p. To provide clinical coverage as necessary and to the extent possible when there are vacancies with the staff psychiatrists or advanced psychiatric nurse practitioners.

3.1.3.9. **Psychiatrists**

The Contractor shall provide ten (10) General Psychiatrists for the adult units at NHH:

- a. All psychiatrists shall have appropriate experience in the specialty they are boarded or board eligible in;
- b. All psychiatrists shall have completed an ACGME approved residency program in psychiatry;
- c. At least one psychiatrist shall be dedicated full-time to provide services to the Inpatient Stabilization Unit (ISU); and
- d. At least one psychiatrist shall be certified in addiction treatment. This psychiatrist shall be a physician who is certified in general psychiatry and has significant clinical experience in addiction medicine. A fellowship training and/or board certification in Addiction Medicine or Addiction Psychiatry is highly desirable.

3.1.3.10. **Child/Adolescent Psychiatrists**

The Contractor shall provide four (4) Child/Adolescent Psychiatrists who have successfully completed their fellowship.

- a. All psychiatrists shall have completed both an ACGME approved residency program in psychiatry and a 2-year ACGME approved fellowship in child/adolescent psychiatry.

3.1.3.11. **Geropsychiatrist**

The Contractor shall provide one (1) geropsychiatrist who has:

- a. Completed an ACGME approved residency program in psychiatry, and be board certified by the American Board of Psychiatry and Neurology in Psychiatry;
- b. Completed a 1-year geropsychiatry fellowship and is specialty certified by the American Board of Psychiatry and Neurology in geriatric psychiatry. Two years of additional clinical experience in geriatric psychiatry may be substituted for fellowship training.

3.1.3.12. **Director of Neuropsychology Laboratory**

The Contractor shall provide a senior neuropsychologist who has:

- a. Past experience shall include leadership responsibilities in MRI operations and the ability to integrate cognitive test results with data from structural and functional brain imaging;
- b. A Ph.D. or Psy.D. in clinical psychology or neuropsychology and shall have completed a neuropsychology postdoctoral fellowship (Houston guidelines); and



- c. Evidence of scientific productivity in relation to the SPMI population and the ability to generate proposals for federal and foundation support is preferred.

3.1.3.13. **Neuropsychologist**

The Contractor shall provide a neuropsychologist who has:

- a. A minimum of 2 years of post-fellowship experience in neurocognitive screening and comprehensive neuropsychological assessment protocols appropriate to public sector severely mentally ill and behaviorally challenged populations;
- b. Experience in the integration of cognitive test results with data from structural and functional brain imaging;
- c. A Ph.D. or Psy.D. in clinical psychology or neuropsychology and has completed a neuropsychology postdoctoral fellowship (Houston guidelines).

The responsibilities for the Neuropsychologist that the Contractor provides to NHH under this contract shall include but not be limited to the administration and interpretation of neuropsychological testing and advancing research initiatives in the area of sophisticated diagnostic services for those patients who present with complex neuropsychological impairments.

3.1.3.14. **Neuropsychologist Trainees**

The Contractor shall provide three neuropsychologist trainees who:

- a. Shall be clinical psychology graduate students who are obtaining specialty training in neuropsychology; and
- b. Shall have three to four years of graduate instruction and training, including training experience in general psychology.

3.1.3.15. **General Medical Director**

The Contractor shall provide one full-time physician to fulfill the role of General Medical Director who shall be a primary care or internal medicine physician who has completed residency with at least three years of experience in supervising primary care clinicians. A board certification in a primary care field is preferred.

3.1.3.16. **General Medical Physician**

The Contractor shall provide one full-time physician who is a primary care or internal medicine physician who has completed residency with at least three years of experience. A board certification in a primary care field is preferred.

3.1.3.17. **Forensic Psychologist**

The Contractor shall provide a full-time forensic psychologist. The forensic psychologist shall be a clinical psychologist (PhD or PsyD.) with significant clinical experience in forensic psychology. A certification in forensic psychology is preferred.

3.1.3.18. **Residents/Post Graduate Fellows**

For all residents/post graduate fellows the Contractor provides to NHH under this contract, the responsibilities shall be outlined, monitored and reviewed by the Chief Medical Officer and the appropriate, attending psychiatrist. The responsibilities shall involve the advancement of the clinical initiatives underway at NHH under the supervision of the Chief Medical Officer.



- a. General Psychiatry Residents (PGY II and PGY IV) – The Contractor shall rotate PGY II residents and a PGY IV (chief resident) through NHH. The Contractor shall ensure that Residents are an integral part of the Contractor’s ACGME approved psychiatric residency program. Additionally, the Contractor shall provide faculty oversight, clinical supervision, didactic education and appropriate research opportunities in the field of public psychiatry.
 - b. Child/Adolescent Fellows – The Contractor shall rotate three (3) child/adolescent fellows (combined 1 FTE) apportioned through the PGY IV and PGY V years (1st and 2nd year fellows) through NHH. The Contractor shall ensure that Fellows are an integral part of the Contractor’s ACGME approved child/adolescent training program. The Contractor shall incorporate a full spectrum of child/adolescent coursework and clinical experience to facilitate the NHH rotation, emphasizing areas of child welfare, family intervention, wraparound services and the juvenile justice system. Each Fellow shall provide coverage for the entire calendar year.
 - c. Geropsychiatry Fellow – The Contractor shall rotate a geropsychiatry fellow (PGY IV) through the NHH. The Contractor shall ensure that the Fellow is an integral part of an ACGME approved fellowship program in geriatric psychiatry. Additionally, the Contractor shall provide faculty oversight, clinical supervision, didactic education and appropriate research opportunities in the care of the elderly.
 - d. Public Psychiatry Fellow – The Contractor shall rotate a public psychiatry fellow through the NHH. The Contractor shall ensure that the Fellow is an integral part of an approved fellowship program in public sector psychiatry. The Fellow may be a resident at the PG-5 level or higher, or a “junior” faculty member at the instructor level. Additionally, the Contractor shall provide faculty oversight, clinical supervision, didactic education and appropriate research opportunities in the care of patients with severe and persistent mental illness with the Public Psychiatry Fellowship Program elements as follows:
 - i. Academic Curriculum;
 - ii. Presentations and consultations outlining principles in the field;
 - iii. Guest speakers with topics including mental health administration;
 - iv. Weekly meeting with a faculty preceptor;
 - v. Lifelong mentorship; and
 - vi. Contact and work with advocacy groups and other organizations dedicated to public and community psychiatry.
- 3.1.3.19. **Psychiatric Advanced Practice Registered Nurses (APRN)**
- a. The Contractor shall provide six full-time Psychiatric Advanced Practice Registered Nurses, who shall provide clinical services in extended care and admissions areas with patients with severe mental illness and medical co-morbidity morbidity in accordance with the scope of practice described in RSA 326-B:11.
 - i. Psychiatric APRNs shall possess an APRN degree and have board certification as Psychiatric–Mental Health Nurse Practitioner-Board.
 - ii. At least one Psychiatric APRN shall be certified in addiction treatment, and shall be licensed in New Hampshire as an alcohol and drug



- counselor (LADC) or hold a similar certification/licensure from another state.
- iii. At least one Psychiatric APRN shall be dedicated full-time to provide services to the ISU.
- b. The responsibilities for Psychiatric APRNs shall include but not be limited to: performing advanced assessments; diagnosing; prescribing; administering and developing treatment regimens; and providing consultation as appropriate.
- c. APRNs shall independently prescribe, dispense, and distribute psychopharmacologic drugs within the formulary and act as treatment team leaders in accordance with State law and medical staff by-laws.

3.1.3.20. Psychiatrist Responsibilities

- a. The following responsibilities are applicable to all psychiatrists the Contractor provides to NHH under this contract. Staff psychiatrists shall be responsible for the following:
 - i. The formulation and implementation of individual treatment plans and clinical services, in cooperation with treatment teams, for the diagnosis, assessment, treatment, care and management of patients of NHH;
 - ii. Maintaining and directing a clinically appropriate treatment plan for assigned cases in concert with the multidisciplinary staff consistent with NHH norms;
 - iii. Determination, consistent with RSA 135-C, of the appropriateness of admissions, transfers and discharges;
 - iv. Participation with other staff physicians and the Chief Medical Officer to provide both on-call after hours coverage and on-site, after hours coverage, on a 24-hour a day, 7-day a week, year round basis;
 - v. Participation in research and education activities consistent with the mission of NHH and subject to the approval of the NHH Chief Executive Officer;
 - vi. Participation in the Medical Staff Organization and other administrative committees of NHH, assigned committees and task forces;
 - vii. Performance of medical/psychiatric consultation on patients from facilities other than NHH, consistent with current NHH policy;
 - viii. Timely completion of all necessary documentation as required by TJC and CMS standards;
 - ix. Responsibility for completing NHH's Incident Reports according to NHH policy;
 - x. Completion of all medical record documentation in the timeframe required by the NHH's Medical Records Committee and Medical Staff by-laws, including daily documentation of clinical care regarding medical necessity;
 - xi. Provision of other services as required, which are consistent with the mission of NHH and the intent of this contract;
 - xii. Appearing and testifying in all court and administrative hearings as requested by the Department;
 - xiii. Developing and maintaining positive relationships with NHH staff, patients, families, advocates, community providers and other interest groups vital to the functioning of NHH and the DHHS system of care, including for the purpose of transition planning. In accomplishing this



- requirement, psychiatrists shall adhere to the standards set forth in NHH's Customer Service Guidelines for Physicians;
- xiv. Meaningfully participating in utilization review processes, including appeal and other processes, at the request of the Medical Director and NHH Chief Executive Officer; and
 - xv. Demonstrating value added achievements with academic and scholarly activities including, but not limited to: teaching (clinical and didactic); attendance and participation in case conferences; engagement with the profession with presentation and/or publication; hospital in-services; and service to the hospital and community through committee work, task force work, community service with advocacy groups; and involvement with the work of DHHS, as well as other public and private agencies that serve the mentally ill, e.g. law enforcement, corrections, the court, the legislature, colleges and universities and other related entities.
- b. The Contractor shall ensure that all psychiatrists it provides to NHH under this contract that provide services on a full time basis, limit their practice to treating NHH patients only.
 - c. Notwithstanding the above, psychiatrists serving under this contract may perform occasional outside practice duties, with the advance written approval of the Chief Medical Officer and the NHH Chief Executive Officer, but only if said duties do not, in the sole judgment of the NHH Chief Executive Officer, interfere with the psychiatrists' duties at the NHH.
 - d. For purposes of subsection 3.1.3.20.b., the term "full-time" shall mean that each psychiatrist shall be required to account, through appropriate record-keeping as specified by NHH, for a minimum of 40 hours of work per week devoted to his or her duties and responsibilities, subject to the Contractor's normal and customary employee leave policies.
 - i. Said minimum hours must be satisfied through hours devoted to clinical activities onsite at NHH. Psychiatrists may be permitted, with prior notice and approval of both the Chief Medical Officer and the NHH Chief Executive Officer, to work up to a maximum of 4 hours per week devoted to educational or research activities so long as those activities further the mission and goals of NHH. Psychiatrists approved for such activities shall provide documentation to the Chief Medical Officer and the NHH Chief Executive Officer that time spent devoted to educational or research activities furthers the mission and goals of NHH.
 - e. Notwithstanding the foregoing allowance for educational or research activities specified in subsection 3.1.3.20.d.i., psychiatrists shall be physically present onsite at NHH not less than 36 hours per week, unless otherwise accommodated for through the Contractor's normal and customary employee leave policies.
- 3.1.3.21. Clinical staff shall practice in accordance with all NHH policies, including but not limited to policies on Medical Records Documentation and Progress Notes;
- 3.1.3.22. Clinical staff shall ensure that documentation is consistent with normative data collected by the NHH compliance officer and NHH utilization review manager; and



- 3.1.3.23. Clinical staff shall participate in utilization review processes including appeal processes and other processes at the request of the NHH Medical Director and NHH CEO.
- 3.1.3.24. **NHH Research Manager**
The Contractor shall provide a full-time NHH Research Manager, as described below:
- a. The Research Manager shall be responsible for assisting in the development and management of all research at NH Hospital. The Research Manager shall play a pivotal role in initiating and cultivating research that is efficient and responsive to the needs of the NHH CEO, psychiatrists, nursing staff, clinical investigators, administration, and patient community, and works with the Chief Medical Officer to market the research opportunities at NHH while tracking and reporting the growth and development of research activities.
 - b. The Research Manager requires a thorough knowledge and understanding of clinical research, research protocols, and clinical operations, knowledge of GCPs and federal regulations related to human subject research, knowledge of patient privacy and confidentiality, ability to manage teams of professionals, maintain meticulous study records, laboratory data and other information related to research protocols, and manage complex schedules and competing priorities.
 - c. The Research Manager shall develop policies and procedures to ensure that research endeavors function effectively and manages and trains support staff in studies as the research program continues to grow and develop. The Research Manager serves as the primary contact for all incoming and proposed studies, assesses feasibility and potential use of resources and guides potential projects through the process from initial proposal to planning for staffing, finding resources, reviewing budgets, and providing guidance with hospital, state and federal regulations through to completion of the project.
 - d. The Research Manager shall meet the following minimum experience and education requirements:
 - i. Master's degree in management or health or research related area;
 - ii. Five or more years of relevant experience in clinical trials research support;
 - iii. Experience with industry sponsored, federally sponsored and investigator initiated clinical research;
 - iv. Experience with clinical trial budgets and billing;
 - v. Thorough knowledge of clinical research, research protocols and clinical operations; and
 - vi. Knowledge of Good Clinical Practices (GCP's) and federal regulations related to research.

3.1.4. After Hours Coverage – Service Area #1 – New Hampshire Hospital

- 3.1.4.1. The Contractor shall provide on-call after-hours coverage, 24 hours per day, 7 days per week, year round.
- a. The on-call after-hours coverage shall be one of the full-time psychiatric staff who are certified or eligible for certification by the American Board of



Psychiatry and Neurology. The coverage will be assigned in one-week increments in rotation among the full-time New Hampshire Hospital psychiatric staff. The after-hours coverage will include back up to the psychiatry residents who provide in-house after-hours coverage and will cover in-house in the event that the assigned in-house physician is not able to provide the service. The pool is currently comprised of 17 psychiatrists on staff at New Hampshire Hospital.

- 3.1.4.2. The Contractor shall provide on-site after hours coverage, 16 hours per day, Monday through Friday, and 24 hours per day on weekends and holidays, year round.
- a. The on-site after-hours coverage on weekdays, weekends and holidays shall be provided by a physician who is certified or eligible for certification by the American Board of Psychiatry and Neurology, or, is in training in an accredited psychiatry residency program with at least two years of training experience.
 - b. The Contractor shall maintain a pool of psychiatric physicians or resident physicians who are credentialed with New Hampshire Hospital for the after-hours work, and the after-hours physicians will be assigned to in-house after-hours coverage by the Chief Medical Officer or Associate Medical Officer with a six (6) month rolling calendar. The pool shall be of sufficient size and appropriate qualifications to ensure the Contractor's ability to meet 100% staffing level requirements and performance standards in subsection 3.9. Performance Standards.

3.1.5. Applied Clinical Research – Service Area #1 – New Hampshire Hospital

- 3.1.5.1. The Contractor, working jointly with DHHS, shall encourage applied clinical research for the purpose of advancing the goals of the public mental health services system. This may include assessing the system's capacity, developing and/or refining clinical strategies, and training clinical staff in emerging treatment technology. The Contractor shall work jointly with DHHS to seek and obtain appropriate financial support (federal, State and foundation) to continue to build on the existing research projects. The Contractor shall, subject to DHHS approval, ensure that publication of the findings of this research shall receive the widest possible dissemination in the services delivery system in New Hampshire and through conferences and special reports nationally and internationally.

3.1.6. Reporting – Service Area #1 – New Hampshire Hospital

- 3.1.6.1. In addition to other reports as agreed to by the parties, on an annual basis, the Contractor shall make a report in writing to DHHS that is descriptive of the Chief Medical Officers' and the clinicians' services provided by the Contractor and the Contractor's performance under this contract during the preceding contract year, the research activities provided during the preceding contract year, and planned research activities for the current contract year.
- 3.1.6.2. On an annual basis, DHHS shall submit to the Contractor a report in writing containing DHHS' evaluation of the Contractor's performance pursuant to this contract during the preceding year.



- 3.1.6.3. On a quarterly basis, or as otherwise more frequently required by United States Department of Health and Human Services regulations, and in a form specified by DHHS, the Contractor shall provide a written report to DHHS documenting the services provided by the Contractor's staff in sufficient form and with sufficient detail to satisfy the reporting requirements of Medicare, Medicaid, and other third-party providers.

3.2. Service Area #2 – Glencliff Home

3.2.1. General Requirements

- 3.2.1.1. The Contractor shall provide routine or emergency telephone consultation by the Medical Director (described below) or an equally qualified physician at no additional cost, 24 hours per day, seven (7) days per week, 52 weeks per year, to clinical and administrative staff at the Glencliff Home.

3.2.2. Medical Director

- 3.2.2.1. The Contractor shall, for the term of the contract, provide the following services, by providing the part-time services of one (1) geropsychiatrist to serve at the Glencliff Home as the Medical Director. See Section 3.8.3. – Staffing Requirements – Service Area #2 – Glencliff Home, for specific information on staffing number and time equivalents.
- 3.2.2.2. In addition to the general staffing requirements specified in Subsection 3.8.1., The Medical Director shall be responsible for the following:
 - a. Direct psychiatric services, treatment and associated follow up to all residents of Glencliff Home;
 - b. Provide administrative functions, including but not limited to policy review and establishment; oversight of physicians; attendance at mandatory committee meetings, including but not limited to continuous quality improvement, infection control, and admissions; regularly review the use of psychotropic medications for compliance with the Omnibus Budget Reconciliation Act (OBRA) regulations; and the provision of other assistance in meeting standards for annual State inspections and Federal regulations;
 - c. Deliver expert testimony in probate court as needed (e.g. guardianship cases, electroconvulsive therapy, do not resuscitate orders). Preparation may include consultation with legal counsel, records review, and travel;
 - d. Provide written patient evaluations on each patient as frequently as required by the Department but in no case less than once per calendar year;
 - e. Serve as liaison with other organizations, such as NHH and Dartmouth – Hitchcock Medical Center, when Glencliff Home residents are seen at the receiving psychiatric institution; and
 - f. Provide the applicable services as described in subsection 3.1.3.20.a. and its subparagraphs.

3.3. Service Area #3 – Medicaid Program

3.3.1. New Hampshire Medicaid Medical Director



- 3.3.1.1. The Contractor shall provide for the term of the contract, the full-time services of a designated physician, to serve as the Medicaid Medical Director. The physician shall also serve as the DHHS Medical Director. See Section 3.8.4. – Staffing Requirements – Service Area #3 – Medicaid Program, for specific information on staffing number and time equivalents.
- 3.3.1.2. The Medicaid Medical Director shall possess the following qualifications:
 - a. Possess a medical degree (MD or DO);
 - b. Maintain an unrestricted license as a physician by the New Hampshire Board of Medicine;
 - c. A graduate degree in public health or health care administration with demonstrated experience in public health or healthcare administration systems development;
 - d. Have a minimum of five years of experience in a position of clinical leadership for a major public sector program, government authority or other organization involved in the delivery of public Medicaid services;
 - e. Have work experience in managed care settings focused on improved health outcomes;
 - f. Have fellowship and/or work experience in research in health services, outcomes and/or policy, as well as the ability to work collaboratively with team members and the provider community;
 - g. Have extensive experience and judgment to plan and accomplish goals working in a team environment;
 - h. Demonstrate strong verbal and written communication skills;
 - i. Work collaboratively with Medicaid staff to achieve program goals in an efficient and timely manner;
 - j. Have Board certification in either Family Medicine, Preventive Medicine/Community Health, Internal Medicine, Pediatrics, or Obstetrics and Gynecology, and with a strong working knowledge of primary care medicine;
 - k. Must be well versed in the regulations governing the federal Title XIX Medicaid and Title XXI Medicaid and CHIP programs and how those programs are administered in New Hampshire;
 - l. Possess a high degree of creativity and initiative;
 - m. Have expertise in clinical, policy, or outcomes research; and
 - n. Have work experience in project management, grant writing, contract management, and program evaluation.
- 3.3.1.3. In addition to the general staffing requirements specified in subsection 3.8.1., the following requirements shall apply to the Medicaid Medical Director:
 - a. DHHS reserves the right to jointly, with the Contractor, or separately, interview, research or otherwise screen and consider candidates the Contractor designates for the Medicaid Medical Director role.
 - b. For purposes of the Medicaid Medical Director, the term “full-time” shall mean that the Medicaid Medical Director shall be required to account, through appropriate record-keeping as determined by DHHS, for a minimum of 40 hours of work per week devoted to his or her duties and responsibilities, subject to the Contractor’s normal and customary employee leave policies.
 - c. The Medicaid Medical Director shall maintain regular office hours consistent with DHHS’ regular business hours for senior executive team



- members. The Contractor shall ensure that the Medicaid Medical Director is provided a flexible work schedule that is consistent with the expectations of a senior executive manager at DHHS, subject to the approval of the DHHS Designee.
- d. The Medicaid Medical Director shall maintain his or her professional calendar electronically, in a format subject to DHHS approval, and make same available to the DHHS Designee as necessary. The Contractor shall ensure the calendar is kept up to date and includes approved leave time, conferences, trainings, etc.
 - e. The Contractor shall ensure that the Medicaid Medical Director provided under this contract is subject to the Contractor's normal and customary employee benefits and policies, including leave provisions for a senior executive level position. However, the Contractor and DHHS agree that the continuous provision of services is essential, and in addition to any required approvals by the Contractor for its employees, the Medicaid Medical Director shall provide timely, prior notification to the DHHS Designee of any leave time taken. Absences due to vacation and continuing education shall be planned in advance, in consideration of the business needs of the Medicaid program – including ensuring appropriate coverage for any clinical and/or operational responsibilities or tasks that need oversight while the Medicaid Medical Director is on leave.
 - f. The Contractor shall ensure that any out of state travel for conferences and/or trainings for the Medicaid Medical Director shall be subject to the prior approval of the DHHS Designee.
 - g. The Medicaid Medical Director's primary workspace shall be located in Concord, New Hampshire, in a DHHS designated facility. DHHS shall provide office space, furniture, a computer with access to DHHS shared network drives as necessary, the usual and customary office supplies, a cell phone for business use and administrative and clerical support. The Contractor shall ensure the Medicaid Medical Director utilizes DHHS-provided information and technology resources consistent with applicable State policies.
- 3.3.1.4. The Medicaid Medical Director shall plan and direct all aspects of DHHS' medical policies and programs to ensure the provision of integrated primary care services to individuals eligible for the Medicaid program, in collaboration with the DHHS Designee.
- 3.3.1.5. The responsibilities of the Medicaid Medical Director shall include but not be limited to the following:
- a. Developing strategic clinical relationships with physicians and in growing public/private partnerships with academic institutions and federal agencies with a focus on quality improvement and the implementation of federal health care reforms, such as but not limited to the Patient Protection Affordable Care Act (ACA), and any amendments thereto;
 - b. Overseeing the development of the clinical content in marketing and educational materials and ensures all clinical programs are in compliance with state and federal regulations;
 - c. Participating in the writing of research publications to support clinical service offerings;



- d. Providing medical oversight of the state's publicly funded health insurance programs, making key policy decisions, and shaping administrative planning strategies to enhance the operating efficiency of Medicaid and CHIP and related healthcare initiatives across the state;
 - e. In collaboration with the DHHS Designee, directs the day-to-day operations of the DHHS program area responsible for clinical programs, benefit management, and quality improvement activities. Also serves as chief clinical liaison to other state program units, insurance providers, and professional organizations;
 - f. Serving as the clinical authority in reviewing and determining requests for covered and uncovered medical services and pharmacy services;
 - g. Participating in the development of procedural reimbursement policy;
 - h. Promoting and assures effective and efficient utilization of facilities and services using quality improvement methodologies. Oversees the development of a formal quality assurance and quality improvement function within the NH Medicaid program;
 - i. Identifying new developments and emerging trends in clinical practices and research that would have an impact on medical policy and/or costs, and recommends options and courses of action;
 - j. Within the context of implementation of federal health care reforms, such as but not limited to the Affordable Care Act and any amendments thereto, provides leadership in the planning, Medicaid program response, development of health care delivery systems, clinical quality initiatives, and related policy issues;
 - k. Representing the DHHS Designee at meetings and other events as requested;
 - l. Analyzing proposed and new federal legislation related to benefits management and recommends options and courses of action;
 - m. Maintaining and enforces policies, procedures, administrative rules, and State plan provisions that govern Medicaid medical benefits; and
 - n. Overseeing the implementation of contracted services, maintaining working relationships with contractors, managing contractor deliverables and services, and measuring contractor performance; and
 - o. Regularly attending Medicaid Management Team meetings.
- 3.3.1.6. Additionally, the Medicaid Medical Director shall assist the DHHS Designee with managing the operations of the clinical and benefits management functions within the Medicaid program. This may include providing to the DHHS Designee input and making recommendations on staffing needs, performance standards, and other matters applicable to DHHS staff.
- 3.3.1.7. The Medicaid Medical Director shall also provide executive team office coverage as needed and requested by the DHHS Designee.

3.4. Service Area #4 – Children, Youth and Families

3.4.1. Staff Psychiatrist



- 3.4.1.1. The Contractor shall provide for the term of the contract, the full-time services of a designated psychiatrist, who is a faculty member and/or employee of the Contractor, to provide psychiatric services to the programs within the Children, Youth and Families program area. See Section 3.8.5. – Staffing Requirements – Service Area #4 – Children, Youth and Families, for specific information on staffing number and time equivalents.
- 3.4.1.2. The Staff Psychiatrist shall possess the following qualifications:
 - a. Possess a medical degree (MD or DO);
 - b. Specialty in both child psychology and criminal justice;
 - c. Completion of both an ACGME approved residency program in psychiatry and a 2-year ACGME approved fellowship in child/adolescent psychiatry;
 - d. Board certification by the American Board of Psychiatry and Neurology in Psychiatry;
 - e. Board certification by the American Board of Psychiatry and Neurology in the field of forensic psychiatry as applicable to juveniles.
 - f. Maintain an unrestricted license as a physician by the New Hampshire Board of Medicine; and
 - g. Possess at least five (5) years post-fellowship experience in public sector psychiatry, community mental health, criminal justice, or similar training.
- 3.4.1.3. The psychiatrist shall provide medical and psychiatric services at the Sununu Youth Services Center (SYSC). In addition to the general staffing requirements specified in subsection 3.8.1., the following requirements shall apply to the Staff Psychiatrist:
 - a. DHHS reserves the right to jointly, with the Contractor, or separately, interview, research or otherwise screen and consider candidates the Contractor designates for the Staff Psychiatrist role specified.
 - b. For purposes of this paragraph, the term “full-time” shall mean that the Staff Psychiatrist shall be required to account, through appropriate record-keeping as determined by the DHHS designee, for a minimum of 40 hours of work per week devoted to his or her duties and responsibilities, subject to the Contractor’s normal and customary employee leave policies.
 - c. The staff psychiatrist is expected to work additional hours, including attending non-business hour meetings as required in order to meet the business needs of DHHS without additional cost to DHHS.
 - d. The Staff Psychiatrist shall maintain regular office hours consistent with those of DHHS senior executive team members.
 - e. The Staff Psychiatrist shall maintain his or her professional calendar electronically, in a form subject to DHHS approval, and make it available to the DHHS designee as necessary, and will keep it up to date to include leave time, conferences and trainings.
 - f. The Contractor shall ensure that the Staff Psychiatrist provided under this contract is subject to the Contractor’s normal and customary employee benefits and policies, including leave provisions for a senior executive level position. However, the Contractor and DHHS agree that the continuous provision of services is essential, and in addition to any required approvals by the Contractor for its employees, the Staff Psychiatrist shall provide timely, prior notification to the designated DHHS representative of any leave time taken. Absences due to vacation and



- continuing education shall be planned in advanced, in consideration of the business needs of the DHHS designated program areas.
- g. The Contractor shall ensure that any out of state travel for conferences and/or trainings for the Staff Psychiatrist shall be subject to the prior approval of the DHHS designee.
 - h. The Contractor shall ensure that any vacation or continuing education leave time by the Staff Psychiatrist shall be planned in advance and consider the business needs of DHHS, including ensuring appropriate coverage for any clinical and/or operational responsibilities or tasks that need oversight.
 - i. The Staff Psychiatrist's primary workspace shall be located in Manchester, New Hampshire, in a DHHS designated facility. DHHS shall provide office space, furniture, a computer with access to DHHS shared network drives as necessary, the usual and customary office supplies, a cell phone for business use and administrative and clerical support. The Contractor shall ensure the Staff Psychiatrist utilizes DHHS-provided information and technology resources consistent with applicable State policies
- 3.4.1.4. The Contractor shall work directly with the DHHS designee for SYSC, and shall ensure the following services are provided by the Staff Psychiatrist under the contract:
- a. Provide medical and psychiatric services at Sununu Youth Services Center (SYSC);
 - b. Provide treatment planning oversight, clinical consultations, and assessments to treatment coordinators and Juvenile Probation and Parole Officers. Documents the number of comprehensive psychiatric evaluations and units of psychiatric services provided annually in direct care to youths in SYSC and the Juvenile Justice System. Documents the number of treatment team meetings and clinical consultations attended annually with multi-disciplinary team members at SYSC;
 - c. Provides program development at SYSC, using a resiliency-building framework, and implementation of evidence-based practices to include interpersonal problem-solving skills, trauma-focused cognitive behavioral therapy, and dialectical behavioral therapy. Documents specific types and numbers of evidence-based treatment interventions implemented annually at SYSC;
 - d. Provides clinical supervision and teaching of child psychiatry residents and fellows at SYSC. Documents the number of teaching and supervision contacts annually with interns, residents, and fellows at SYSC;
 - e. Oversees implementation of research initiatives on the effectiveness and outcomes of services and programs within and for JJS;
 - f. Documents on an aggregate level, through web-based outcome measures, the efficacy of services targeting Post Traumatic Stress Disorder, depression, substance abuse, and behavioral disorders among New Hampshire youth; and
 - g. Fosters improved interagency collaboration between JJS services, the area mental health agencies, and NHH to enhance mental health services for adjudicated youths, and to improve transitional processes between



residential and community-based programs for court involved youths. Documents the number of youths consulted on annually by Juvenile Probation and Parole Officers and interagency collaborative teams.

3.5. Service Area #5 – Behavioral Health

The Contractor shall provide a part-time Medical Director and the necessary personnel to fulfill four major service components, in addition to a time study requirement in the area of behavioral health services. The four components are:

- Medical Director for the Behavioral Health program;
- Evidence-Based Practices Training and Consultation;
- Behavioral Health Policy Institute (BHPI); and
- Committee for the Protection of Human Subjects (CPHS).

3.5.1. Medical Director – Behavioral Health

- 3.5.1.1. The Contractor shall provide a part-time Medical Director to the Behavioral Health program who shall be available on-site for at least twenty (20) hours per week. See Section 3.8.6. – Staffing Requirements – Service Area #5 – Behavioral Health, for specific information on staffing number and time equivalents.
- 3.5.1.2. The Medical Director shall possess the following qualifications:
- a. Possess a medical degree (MD or DO);
 - b. Board certification by the American Board of Psychiatry and Neurology in Psychiatry;
 - c. Maintain an unrestricted license as a physician by the New Hampshire Board of Medicine; and
 - d. Have at least five (5) years of experience in public mental health and services for people with mental illness.
- 3.5.1.3. The Medical Director shall be available via telephone, email, and in person by appointment during the remaining hours of the week. In addition to the general staffing requirements specified in subsection 3.8.1., the following requirements shall apply to the Medical Director:
- a. The Behavioral Health Medical Director shall, in collaboration with the DHHS designee be responsible for the following:
 - i. Meet weekly with the DHHS designee;
 - ii. Address pressing Behavioral Health clinical issues;
 - iii. Address pressing Behavioral Health policy issues;
 - iv. Enhance housing support capacity planning;
 - v. Address Medicaid and state rule issues;
 - vi. Address designated receiving facility maintenance and development;
 - vii. Assist in developing Telemedicine capacity;
 - viii. Utilizes electronic medical records;
 - ix. Coordinate between NHH and CMHC care;
 - x. Evidence Based Practices (EBP) implementation;
 - xi. Develop funding and reimbursement strategies;



- xii. Assist in sustainability of the “In Shape” program¹;
 - xiii. Assess the needs of patients in NHH and Transitional Housing Services who might be served in the community; and
 - xiv. Attend meetings between the Behavioral Health program and various community stakeholder groups, such as the Community Behavioral Health Association and the Disabilities Rights Center, to communicate about and also garner support for and input regarding Behavioral Health initiatives.
- b. Participate on several key departmental and legislative committees, including the Mental Health Commission, the Mental Health Council, the Drug Utilization and Review Board, and the DHHS Institutional Review Board;
 - c. Serve as secretary for the Mental Health Council, to ensure that the work of the council supports goals of DHHS;
 - d. Serve as a member of the Drug Utilization and Review Board to ensure that the Medicaid Preferred Drug List and work of the Board addresses the needs of consumers with mental illness disabilities;
 - e. Attend regular case conferences and sentinel event reviews. Analyze challenging clinical cases or events and recommend improvements in policy or services to address problem areas;
 - f. Attend monthly Institutional Review Board meetings, review research protocols as needed each month to ensure safety of DHHS research participants;
 - g. Participate on several Behavioral Health System Transformation Workgroups, including the EBP Steering Committee, Programmatic Workgroup, and Quality Assurance Group;
 - h. Coordinate and meet with DHHS leadership as required by DHHS;
 - i. Conduct bi-monthly or more frequent Behavioral Health Medical Director’s meeting to coordinate efforts, between Behavioral Health and CMHCs, regarding medical/treatment issues related to both hospital and outpatient care of people with serious mental illness and to consult on other relevant issues or concerns, including: preferred drug list issues, coordination with NHH admissions and treatment, Medicaid interruption during institutionalization, enhancement of community housing supports, use of information technology, medical director administrative issues, use of best practices, implementation of EBP’s, documentation burden, integration of mental and physical health care, smoking cessation, coordinating local, state and national agendas regarding public mental health care, electronic health records, health information exchange, education and training for CMHC prescribers regarding evidence-based use of antipsychotic medications and monitoring for cardio metabolic side effects;
 - j. Monitor the effectiveness of the preferred drug list in enhancing cost effective and safe psychotropic medication prescribing in NH including engaging in ongoing discussions with CMHC leaders regarding the

¹ For more information about the In Shape program, please visit:
http://www.integration.samhsa.gov/pbhci-learning-community/InShape_Brochure.pdf



- Preferred Drug List and direct education and training for CMHC prescribers regarding evidence-based use of antipsychotic medications and monitoring for cardio metabolic side effects;
- k. Communicate regularly with, and provide clinical consultation (including potential site visits, conference calls, and written reports) to all Behavioral Health management staff regarding current, challenging clinical issues, including conditional discharges, Medicaid consumer cases, and suicide monitoring;
 - l. Collaborate with the other DHHS Medical Directors, on a regular basis to monitor medical care and related patient care issues throughout New Hampshire, including drug choice for the Preferred Drug List, performance and impact of the Preferred Drug List on clinical care, Medicaid interruption during hospitalization and incarceration, integration of medical, mental health, and substance abuse services, and enhancement of addiction treatment capacity; and
 - m. Oversight and continuing implementation of Evidence Based Practices, including practices as part of the Medicaid Program for Community Mental Health Services as well as those practices specifically required in the Community Mental Health Agreement.

3.5.2. Evidence-Based Practices Training and Consultation

- 3.5.2.1. The Contractor shall provide Evidence-Based Practices Training and Consultation services, as described in Appendix I, for the purpose of sustaining and continuously improving the quality of two EBP that are implemented to varying degrees across the New Hampshire Community Mental Health Centers (CMHC) system. Those EBP are Illness Management and Recovery (IMR) and Evidence-Based Supported Employment (EBSE). Additional EBP may take the place of these based on the availability of federal funding to support the implementation of additional EBPs in New Hampshire.

3.5.3. Behavioral Health Policy Institute (BHPI)

- 3.5.3.1. Under the direction of the DHHS designee and the Behavioral Health Medical Director providing services to the Behavioral Health program, the Contractor shall conduct periodic analyses, the frequency of which shall be determined by DHHS, of Medicaid claims to address policy issues and questions under consideration from the Behavioral Health program. The Contractor shall participate in regular meetings with the DHHS designee and the Behavioral Health Medical Director to review these analyses, and associated policy implications.



3.5.4. Committee for the Protection of Human Subjects (CPHS)

- 3.5.4.1. The Contractor shall achieve the following CPHS related deliverables for the purpose of sustaining and supporting a committee to oversee research funded by federal agencies and other non-state sources, and conducted in New Hampshire DHHS-funded programs that serve people with mental illness, developmental disabilities, and substance abuse or dependence disorders, in fulfillment of NH RSA 171-A:19-a. Because of federal regulations governing the composition and operation of such committees, a certain number of scientific experts must be present on the committee. The Contractor shall provide research, scientific and human subject's expertise to the CPHS under the contract.
- 3.5.4.2. The Contractor shall provide staff to support the CPHS who shall:
 - a. Attend and fully participate in CPHS full committee meetings (once per month);
 - b. Conduct expedited reviews as requested by the CPHS Administrator (averaging about three per month);
 - c. Provide consultation, support, and guidance to the CPHS Administrator, Chairperson, and Committee members regarding the interpretation of federal regulations and human subject's protections (e.g., pre-reviewing materials, reviewing requirements for exempt and expedited determinations, reviewing significant adverse event reports);
 - d. Serve on the Consent Form Template and Forms sub-committees, or others as requested by the CPHS Chairperson; and
 - e. Serve as the Co-Vice Chair to the CPHS.
- 3.5.4.3. Revision of the aforementioned deliverables may be done by mutual agreement of both parties. The availability of additional federal funds to support the implementation of additional Evidence Based Practices may also necessitate a renegotiation of priorities outlined in this deliverables plan, and a reallocation of the Contractor's time in order to assist with the construction of federal grant applications.

3.5.5. Time Studies

- 3.5.5.1. The Contractor shall be responsible for performing regular time studies in accordance with CMS and DHHS Medicaid Cost Allocation procedures in order to document activities, relating directly to the administration of the Medicaid program, to draw down federal matching revenues, which will be utilized to support costs associated with the Behavioral Health Medical Director's salary, benefits, and indirect expenses.

3.6. Service Area #6 – Elderly and Adult Services

3.6.1. Medical Director – Elderly and Adult Services

- 3.6.1.1. The Contractor shall provide a part-time Medical Director to the Elderly and Adult program who shall provide services for the purposes of sustaining and improving the quality of services for the elderly and adults with disabilities in NH. See Section 3.8.7. – Staffing Requirements – Service Area #6 – New Hampshire Hospital, for specific information on staffing number and time equivalents.



- 3.6.1.2. The Medical Director shall possess the following qualifications:
 - a. Possess a medical degree (MD or DO);
 - b. Maintain board certification in Gerontology or Preventive Medicine/Community Health;
 - c. Possess expertise in clinical, policy or outcomes research; and
 - d. Be well versed in the regulations governing the federal Title XIX Medicaid program, including requirements for the operation of waiver and State Plan services, and Title XX, the Social Service Block Program and services provided under the Older Americans Act.

- 3.6.1.3. In addition to the general staffing requirements specified in subsection 3.8.1., the Elderly and Adult Medical Director shall, in collaboration with the DHHS designee:
 - a. Assist in the planning and direction of the organization's medical policies and programs;
 - b. Strategically develop public/private partnerships with community providers, academic institutions and state/federal agencies with a focus on quality improvement;
 - c. Serve as a resource for chronic disease self-management or other wellness/prevention initiatives to improve the lives of individuals served by the Elderly and Adult program;
 - d. Perform a variety of complex tasks that include the provision of medical consultation, clinical oversight, educational instruction, benefits management and quality assurance within BEAS;
 - e. Provide medical oversight for all aspects of the Medicaid Program managed by the Elderly and Adult program, including the waiver program for seniors and adults with disabilities, assisting in key policy decisions, identifying partnering opportunities with other program areas, and shaping administrative planning strategies to enhance the program's operating efficiency and cost effectiveness;
 - f. Serve as the clinical authority in reviewing requests for coverage of services not routinely offered, and providing clinical guidance to the Elderly and Adult program on all such responses, as well as collaborating on developing new service coverage to respond to needs or practices identified;
 - g. Promote and assures effective and efficient utilization of facilities and services using quality improvement methodologies. Oversees the development of a formal quality assurance and quality improvement function within the Elderly and Adult program;
 - h. Identify new developments and emerging trends in clinical practice and research that would have an impact on clinical policy and/or costs and recommend options and courses of action;
 - i. Identify program development opportunities within federal health care reforms, such as but not limited to the implementation of the Patient Protection Affordable Care Act (ACA) and any amendments thereto;
 - j. Leads planning and development of program and policy changes within the Elderly and Adult program areas throughout the implementation of federal health care reforms, such as but not limited to the ACA and any amendments thereto;



- k. Participate in the Technical Assistance Committee (TAC) that reviews clinical issues and initiatives within New Hampshire Nursing Facilities;
- l. Participate in the quality assurance initiative, Sentinel Event Reviews;
- m. Assist in the implementation of ACA by providing leadership in the planning and development of health care delivery systems, clinical quality initiatives and related policy issues;
- n. Provide educational training to DHHS Elderly and Adult program personnel, and external stakeholders;
- o. Provide clinical expertise and medical consultation in Elderly and Adult program grant writing and program evaluation;
- p. Attend a minimum of two (2) Technical Advisor Committee meetings per annum;
- q. Attend Sentinel Event Review Meetings; and
- r. Meet, two times per month with the DHHS designee to review initiatives and provide consultation services.

3.7. Service Area #7 – Developmental Services

3.7.1. Medical Director – Developmental Services

- 3.7.1.1. The Contractor shall provide a part-time Medical Director to the Developmental Services program who shall provide services that include two days of psychiatric consultation services per week. See Section 3.8.8. – Staffing Requirements – Service Area #7 – Developmental Services, for specific information on staffing number and time equivalents.
- 3.7.1.2. The Medical Director shall possess the following qualifications:
 - a. Possess a medical degree (MD or DO);
 - b. Maintain board certification in Child and Adult Psychiatry; and
 - c. Possess expertise and experience in developmental disability, including Autism Spectrum Disorders.
- 3.7.1.3. In addition to the general staffing requirements specified in subsection 3.8.1., the Medical Director shall:
 - a. Dedicate one day to referrals from the ten area agencies and another day to referrals from Special Medical Services (SMS) and its child development clinics. Based on historical data, 50 to 60 referrals are projected for each year of the contract. The services typically consist of evaluations, consultations and medication reviews;
 - b. Based on He-M 1201, chair Developmental Services' Medication Committee meetings and provide expert opinion and leadership to facilitate effective functioning of the Committee;
 - c. Assist the DHHS Developmental Services program staff in addressing medical issues related to quality assurance activities or Sentinel Event Reviews;
 - d. Provide educational training to DHHS Developmental Services program staff, area agencies, and subcontract agencies and other stakeholders, as identified by Developmental Services;
 - e. Provide expertise and assistance in efforts to improve New Hampshire's developmental services system; and
 - f. Respond to all referrals for evaluations and consultations made through the area agencies, SMS, and child development clinics.



3.7.2. Adult Developmental Services Interdisciplinary Clinic Team

- 3.7.2.1. The Contractor shall also provide an Interdisciplinary Clinic Team for Adults. The Contractor shall provide the following staffing for the Interdisciplinary Clinic Team for Adults. See Section 3.8.9. – Staffing Requirements – Service Area #7 – Developmental Services, Adult Developmental Services Interdisciplinary Clinic Team for specific information on staffing number and time equivalents.
- a. **Psychiatrist** – the psychiatrist shall serve as the clinic director, coordinating the team / providers involved in this clinic. The psychiatrist shall conduct a comprehensive psychiatric examination; including reviewing the client's entire past psychiatric treatment and medical history. The psychiatrist shall make recommendations as part of the comprehensive report regarding evidence based treatment for optimal care for each client;
 - b. **Neuropsychologist** – the neuropsychologist shall review all past psychiatric, medical records, neuropsychological testing and behavioral incidents. The neuropsychologist shall document their recommendations as part of the comprehensive report. The neuropsychologist shall supervise the neuropsychology fellow and shall oversee the documentation of historical information regarding the client;
 - c. **Neuropsychology fellow** – the neuropsychology fellow shall review all past medical, past psychiatric records, neuropsychological testing, behavioral incidents and document pertinent historical information regarding each person as part of the comprehensive report;
 - d. **Neurologist** – the neurologist shall review past medical records, conduct a physical examination, and document their findings and recommendations as part of the comprehensive report;
 - e. **Primary Care Physician (.025 FTE)** – the primary care physician shall review past medical records, conduct a physical examination, and document their findings and recommendations as part of the comprehensive report;
 - f. **Occupational Therapist (.025 FTE)** – the occupational therapist shall review past medical records, conduct an occupational therapy evaluation, document their findings and recommendations as part of the comprehensive report; and
 - g. **Administrative Support (.025 FTE)** – the administrative support will schedule the appointment, review received documents and checklist of requested documents, copy records for providers and fax completed reports.
- 3.7.2.2. The Interdisciplinary Team for Adults shall provide the following services:
- a. The Contractor shall ensure the Team accepts adults being referred from the area agencies needing this service. Should the number of referrals exceed the number of clients able to be seen, then the Contractor shall prioritize clients based on the most immediate need and critical situation;
 - b. The Contractor shall support the goal of this Interdisciplinary Clinic Team by providing high quality interdisciplinary evaluations to adults with developmental disabilities and acquired brain injuries. The Contractor shall provide a comprehensive understanding of the client with a focus on a biological, psychological, social/environmental approach and the



interaction of these factors as they relate to the clients strengths, skills, and interests. The Contractor shall generate one comprehensive report with recommendations that can be utilized by the Systemic – Therapeutic – Assessment – Resources – and Treatment (START) Coordinators, area agencies and medical providers to provide the best quality of care for each person. The Contractor shall serve as one point of access to a team of expert providers to reduce each client’s number of medical appointments and reduce each clients need to travel to multiple appointments;

- c. The Contractor shall convene the interdisciplinary clinic team one time per month and shall conduct a face-to-face appointment with one client per month, for a total of 12 clients per year. The interdisciplinary clinic team meetings and face-to-face client appointments shall take place at a location designated by DHHS. The Contractor shall review all previous records of each client prior to each face-to-face appointment. The Contractor’s interdisciplinary clinic team of providers shall meet with the client and the client’s team of caregivers as part of the evaluation to obtain history / concerns and examine the client. After meeting and examining the client, the interdisciplinary clinic team shall meet to discuss recommendations. The interdisciplinary team shall generate a comprehensive report regarding the visit and recommendations. The report shall be made available within 15 business days from the date of the last meeting of the interdisciplinary clinic team; and
- d. The Contractor shall have the client or the client’s authorized representative sign a release form identifying the parties to whom the Contractor may distribute the comprehensive reports.

3.7.3. Child Developmental Services Interdisciplinary Clinic Team

3.7.3.1. The Contractor shall provide a Child Developmental Services Interdisciplinary Clinic Team for Children. See Section 3.8.10. – Staffing Requirements – Service Area #7 – Developmental Services, Child Developmental Services Interdisciplinary Clinic Team for specific information on staffing number and time equivalents.

- a. **Child Psychiatrist** – the psychiatrist shall serve as the clinic director, coordinating the team / providers involved in this clinic. The psychiatrist shall conduct a comprehensive psychiatric examination, including reviewing the client’s entire past psychiatric treatment history. The psychiatrist shall make recommendations as part of the comprehensive report regarding evidence based treatment for optimal care for each patient;
- b. **Neuropsychologist** – the neuropsychologist shall review all past medical records, neuropsychological testing, and behavioral incidents; document their recommendations as part of the comprehensive report. The neuropsychologist shall supervise the neuropsychology fellow and shall oversee writing the historical information regarding the child;
- c. **Neuropsychology fellow** – the neuropsychology fellow shall review all past medical records, neuropsychological testing, behavioral incidents and document pertinent historical information regarding each person as part of the comprehensive report;



- d. **Neurologist** – the neurologist shall review past medical records, conduct a physical examination, and document their findings and recommendations as part of the comprehensive report;
 - e. **Primary Care Physician** – the primary care physician shall review past medical records, conduct a physical examination, and document their findings and recommendations as part of the comprehensive report;
 - f. **Occupational Therapist** – the occupational therapist shall review past medical records, conduct an occupational therapy evaluation, document their findings and recommendations as part of the comprehensive report; and
 - g. **Administrative Support** – the administrative support shall schedule the appointment, review received documents and checklist of requested documents, copy records for providers and fax completed reports.
- 3.7.3.2. The Interdisciplinary Clinic Team for Children shall provide the following services:
- a. The Contractor shall ensure the Team accepts children being referred from the Area Agencies needing this service. Should the number of referrals exceed the number of clients able to be seen, then the Contractor shall prioritize clients based on the most immediate need and critical situation;
 - b. The Contractor shall support the goal of this interdisciplinary clinic team by providing high quality interdisciplinary evaluations to children and adolescents with developmental disabilities. The Contractor shall provide a comprehensive understanding of the child with a focus on a biological, psychological, social/environmental approach and the interaction of these factors as they relate to the child's strengths, skills, and interests. The Contractor shall generate one comprehensive report with recommendations that can be utilized by the Systemic – Therapeutic – Assessment – Resources – and Treatment (START) Coordinators, area agencies and medical providers to provide the best quality of care for each child. The Contractor shall serve as one point of access to a team of expert providers to reduce each client's number of medical appointments and reduce each clients need to travel to multiple appointments;
 - c. The Contractor shall convene the interdisciplinary clinic team one time per month and shall conduct a face-to-face appointment with one client per month, for a total of 12 client appointments per year. The interdisciplinary clinic team meetings and face-to-face client appointments shall take place at a location designated by DHHS. The Contractor shall review all previous records prior to each client's appointment. The interdisciplinary clinic team of providers shall meet with the client and the client's team of caregivers as part of the evaluation to obtain history / concerns and examine the client. After meeting and examining the client, the interdisciplinary clinic team shall meet to discuss recommendations. The interdisciplinary clinic team shall generate a comprehensive report regarding the client's appointment and resulting team recommendations. The report shall be made available within 15 business days from the date of the last meeting of the interdisciplinary clinic team; and



- d. The Contractor shall have the client or the client's authorized representative sign a release form identifying the parties to whom the Contractor may distribute the comprehensive reports.

3.8. Staffing

3.8.1. General Requirements – Applicable to All Service Areas

- 3.8.1.1. The following requirements apply to all personnel provided under the contract:
 - a. The Contractor shall recruit and retain qualified individuals for the staffing needs specified in Sections 3.8.2. through 3.8.10., and as otherwise necessary to fulfill the requirements described in Section 3 – Statement of Work.
 - b. The Contractor shall ensure that, prior to each such person providing the applicable services at or for the applicable DHHS program area or facility, all required licenses, certifications, privileges, or other specified minimum qualifications are met, and where applicable, are maintained throughout the individual's provisions of services under the contract. The Contractor shall provide the applicable DHHS designee with a copy of all such documents.
 - c. All such individuals shall be subject to DHHS approval prior to the Contractor notifying candidates of assignment/hire to fulfill a specified staffing role. DHHS shall inform the Contractor of its applicable designee for this purpose. The designee, at his or her discretion, shall be entitled to interview any such candidate; the Contractor shall facilitate coordinating such interviews upon the DHHS designee's request.
 - d. The Contractor shall ensure that all staff provided under this contract are subject to the Contractor's normal and customary employee benefits and policies, including leave provisions. However, whereas the Contractor and DHHS agree that the continuity of operations and continuous provision of the staffing described in this contract at the level of 100%, is of paramount importance to the State, in addition to any required approvals by the Contractor for its employees, Contractor staff providing services shall provide timely, prior notification to the applicable DHHS designee for any anticipated leave time.
- 3.8.1.2. DHHS, at its sole discretion, may rescind, either permanently or temporarily, its approval of any Contractor personnel providing services under this contract for any of the following:
 - a. Suspension, revocation or other loss of a required license, certification or other contractual requirement to perform such services under the contract;
 - b. Providing unsatisfactory service based on malfeasance, misfeasance, insubordination or failure to satisfactorily provide required services;
 - c. Abolition of the role due to a change in organizational structure, lack of sufficient funds or like reasons
 - d. Other reasons which include, but are not limited to: misconduct, violation of DHHS policy, state or federal laws and regulations pertaining to the applicable DHHS program area.



In the event of such rescission, the Contractor’s applicable staff member shall be prohibited from providing services under the contract for the period of time that DHHS exercises this right. In the event DHHS chooses to exercise this right, DHHS shall provide reasonable advance notice to the Contractor.

- 3.8.1.3. DHHS shall provide the Contractor with prior notice of exercising its right under subsection 3.8.1.2., and the reasons for which DHHS has exercised its right. If DHHS removes Contractor personnel for any reason, no additional payments shall be paid by the State for any staff so removed.
- 3.8.1.4. In the event that DHHS exercises its right under subsection 3.8.1.2., the Contractor shall provide replacement personnel who shall meet all of the applicable requirements under the contract, including but not limited to being subject to the DHHS approval specified in 3.8.1.1.c. The Contractor shall be responsible for providing transition services to the applicable DHHS program area to avoid the interruption of services and administrative responsibilities at no additional cost to DHHS.
- 3.8.1.5. In the event that DHHS exercises its right under subsection 3.8.1.2., DHHS shall inform the Contractor of the anticipated duration for which approval will remain rescinded, and provide the notice specified in 3.8.1.3.
 - a. If the duration of a temporarily rescinded approval is greater than seven (7) calendar days, the Contractor shall immediately furnish replacement Contractor staff who shall meet all of the requirements for the applicable position under the contract. The Contractor shall be responsible for providing, at no additional cost, transition services to NHH to avoid service interruption.
- 3.8.1.6. It shall be at the Contractor’s sole discretion whether to initiate any internal personnel actions against its own employees. However, nothing herein shall prohibit the Contractor from seeking information from DHHS regarding DHHS’ decision, unless such information is otherwise restricted from disclosure by DHHS based on internal DHHS policies or rules, State of New Hampshire personnel policies, rules, collective bargaining agreements, or other state or federal laws.

**3.8.2. Required Staffing – Service Area #1 – New Hampshire Hospital
(Subsections 3.1.2 – 3.1.6)**

| | | |
|----------|----------------------------------------------|----------|
| 3.8.2.1. | Chief Medical Officer | 1.0 FTE |
| 3.8.2.2. | Associate Medical Director | 1.0 FTE |
| 3.8.2.3. | General Psychiatrists | 10.0 FTE |
| 3.8.2.4. | Psychiatric APRNs | 6.0 FTE |
| 3.8.2.5. | Child/Adolescent Psychiatrists | 4.0 FTE |
| 3.8.2.6. | Geropsychiatrist | 1.0 FTE |
| 3.8.2.7. | Director of Neuropsychology Laboratory | 0.5 FTE |
| 3.8.2.8. | Neuropsychologist..... | 1.0 FTE |
| 3.8.2.9. | Neuropsychologist Trainees | 3.0 FTE |



| | | |
|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|-----------|
| 3.8.2.10. | General Medical Director..... | 1.0 FTE |
| 3.8.2.11. | General Medical Physician..... | 1.0 FTE |
| 3.8.2.12. | Forensic Psychologist..... | 1.0 FTE |
| 3.8.2.13. | PGY IV Residents..... | 1.0 FTE |
| 3.8.2.14. | PGY II Residents..... | 1.5 FTE |
| 3.8.2.15. | Child/Adolescent Fellow..... | 1.0 FTE |
| 3.8.2.16. | Geropsychiatry Fellow..... | 0.5 FTE |
| 3.8.2.17. | Public Sector Psychiatry Fellow..... | 1.0 FTE |
| 3.8.2.18. | Research Manager..... | 1.0 FTE |
| 3.8.3. Required Staffing – Service Area #2 – Glenclyff Home (Subsections 3.1.2 – 3.2.2) | | |
| 3.8.3.1. | Medical Director (Geropsychiatrist)..... | 0.4 FTE |
| 3.8.4. Required Staffing – Service Area #3 – Medicaid Program (Subsection 3.3.1) | | |
| 3.8.4.1. | Medicaid Medical Director..... | 1.0 FTE |
| 3.8.5. Required Staffing – Service Area #4 – Children Youth and Families (Subsection 3.4.1.) | | |
| 3.8.5.1. | Staff Psychiatrist..... | 1.0 FTE |
| 3.8.6. Required Staffing – Service Area #5 – Behavioral Health (Subsection 3.5.1.) | | |
| 3.8.6.1. | Medical Director – Behavioral Health..... | 0.5 FTE |
| 3.8.6.2. | Support Staff CPHS..... | 0.15 FTE |
| 3.8.7. Required Staffing – Service Area #6 – Elderly and Adult Services (Subsection 3.6.1.) | | |
| 3.8.7.1. | Medical Director..... | 0.03 FTE |
| 3.8.8. Required Staffing – Service Area #7 – Developmental Services (Subsection 3.7.1.) | | |
| 3.8.8.1. | Medical Director – Developmental Services..... | 0.4 FTE |
| 3.8.9. Required Staffing – Service Area #7 – Adult Developmental Services Interdisciplinary Clinic Team (Subsection 3.7.2.) | | |
| 3.8.9.1. | Psychiatrist..... | 0.1 FTE |
| 3.8.9.2. | Neuropsychologist..... | 0.05 FTE |
| 3.8.9.3. | Neuropsychology Fellow..... | 0.05 FTE |
| 3.8.9.4. | Neurologist..... | 0.025 FTE |
| 3.8.9.5. | Primary Care Physician..... | 0.025 FTE |



- 3.8.9.6. Occupational Therapist 0.025 FTE
- 3.8.9.7. Administrative Support 0.025 FTE

**3.8.10. Required Staffing – Service Area #7 – Child Developmental Services
Interdisciplinary Clinic Team (Subsection 3.7.3.)**

- 3.8.10.1. Child Psychiatrist..... 0.10 FTE
- 3.8.10.2. Neuropsychologist..... 0.05 FTE
- 3.8.10.3. Neuropsychology Fellow 0.05 FTE
- 3.8.10.4. Neurologist..... 0.025 FTE
- 3.8.10.5. Primary Care Physician..... 0.025 FTE
- 3.8.10.6. Occupational Therapist 0.025 FTE
- 3.8.10.7. Administrative Support 0.025 FTE

3.9. Performance Standards

3.9.1. Service Area #1 – Chief Medical Officer – NHH

- 3.9.1.1. Within forty-five (45) days of the assignment of the Chief Medical Officer, and at each contract anniversary thereafter, the Contractor and the NHH Chief Executive Officer, in consultation with the Chief Medical Officer, shall develop a list of performance metrics based upon the deliverables, functions and responsibilities of the Chief Medical Officer. The performance metrics shall be approved by the NHH Chief Executive Officer prior to being effective. The performance metrics shall be reviewed by the NHH Chief Executive Officer on at least a quarterly basis with the Chief Medical Officer. These meetings shall be documented with written progress notes by the NHH Chief Executive Officer.
- 3.9.1.2. The Contractor shall ensure the services provided by the Chief Medical Officer at NHH are satisfactory to the Department. As part of this responsibility, the Contractor shall, no less than annually and more frequently if required by DHHS, provide an evaluation tool to solicit input from the NHH Chief Executive Officer regarding the Chief Medical Officer's provision of services under the contract.
- 3.9.1.3. The Contractor shall develop a corrective action plan to address any concerns raised by the NHH Chief Executive Officer in the evaluation tool, and provide a copy of such plan to the NHH Chief Executive Officer for review. If the NHH Chief Executive Officer disagrees with the Contractor's proposed resolutions within the corrective action plan, the dispute shall be referred to the DHHS Commissioner for resolution with the Contractor.

3.9.2. Service Area #1 – Clinical Staff – NHH

- 3.9.2.1. Staffing levels shall be maintained at 100% at all times throughout the contract, with the exception of the leave provisions and approval processes described in the subsections applicable to each staffing need.
 - a. DHHS' expectation is that staffing at the level of 100% ensures that in no case shall Contractor staffing affect the number of NHH beds available,



and that NHH units will not stop admissions due to the lack of coverage for Contractor staff.

- 3.9.2.2. The Contractor shall ensure the following performance standards are met by all clinical staff provided by the Contractor to provide services at NHH:
- a. Clinical staff shall support the optimum functioning of the Medical Staff Organization as evidenced by attendance of Medical Staff Organization meetings and participation in assigned committees and task forces at a rate of no less than 80% participation, excluding approved absences;
 - b. Clinical staff shall support the completion of all required documentation regarding patients as evidenced by satisfactorily completing documentation regarding patient admission, discharge and during the inpatient stay – in compliance with hospital policy – within twelve (12) months of beginning the provision of services at NHH under the contract; and by satisfactorily completing all required documentation consistent with normative data collected by the compliance officer and utilization review manager.
 - c. Clinical staff shall provide clear treatment plans with specific interventions and regular updates as required by NHH policy;
 - d. Clinical staff shall provide daily progress notes with sufficient detail to meet medical necessity and level of care criteria;
 - e. Clinical staff shall provide regular progress notes focused on specific reasons for admission and plan towards discharge; and
 - f. Clinical staff shall provide written explanation of medication decisions and reasons for change when not effective.

3.9.3. Service Area #3 – Medicaid Medical Director – Medicaid

- 3.9.3.1. Within forty-five (45) days of the assignment of the Medicaid Medical Director, and at each contract anniversary thereafter, the Contractor and the DHHS Designee, in consultation with the Medicaid Medical Director, shall develop a list of performance metrics based upon the deliverables, functions and responsibilities of the Medicaid Medical Director. The performance metrics shall be approved by the DHHS Designee prior to being effective. The performance metrics shall be reviewed by the DHHS Designee on at least a quarterly basis with the Medicaid Medical Director. These meetings shall be documented with written progress notes by the DHHS Designee.

- 3.9.3.2. The Contractor shall ensure the services provided by the Medicaid Medical Director are satisfactory to the Department. As part of this responsibility, the Contractor shall, no less than annually and more frequently if required by DHHS, provide an evaluation tool, that is based on the agreed upon performance metrics for the previous year, to solicit input from the DHHS Designee regarding the Medicaid Medical Director's provision of services under the contract.

Goals for the upcoming year will be established at the time of the Contractor's evaluation of the Medicaid Medical Director, in collaboration with the DHHS Designee. In the case of a newly hired Medicaid Medical Director, the evaluation tool shall be completed upon six (6) months of employment and then again at one (1) year, and thereafter on the contract anniversary date.

3.9.4. Service Area #4 – Staff Psychiatrist – Children, Youth and Families



Within forty-five (45) days of the assignment of the Staff Psychiatrist, and at each contract anniversary thereafter, the Contractor and the DHHS designee, in consultation with the Staff Psychiatrist, shall develop a list of performance metrics based upon the deliverables, functions and responsibilities of the Staff Psychiatrist. The performance metrics shall be approved by the DHHS designee prior to being effective. The performance metrics shall be reviewed by the DHHS designee on at least a quarterly basis with the Staff Psychiatrist. These meetings shall be documented with written progress notes by the DHHS designee.

- 3.9.4.1. The Contractor shall ensure the services provided by the Staff Psychiatrist are satisfactory to the Department. As part of this responsibility, the Contractor shall, no less than annually and more frequently if needed, provide an evaluation tool, that is based on the agreed upon performance metrics for the previous year, to solicit input from the DHHS designee regarding the Staff Psychiatrist's provision of services under the contract.

Goals for the upcoming year will be established at the time of the Contractor's evaluation of the Staff Psychiatrist, in collaboration with the DHHS designee. In the case of a newly hired Staff Psychiatrist, the evaluation tool shall be completed upon six (6) months of employment and then again at one (1) year, and thereafter on the contract anniversary date.

3.10. Compliance

3.10.1. Delegation and Subcontractors

If a vendor proposes to use subcontractors for any portion of the services defined in this RFP or in the resulting contract, none of the services identified in this RFP or the resulting contract shall be subcontracted by the vendor without the prior written notice and consent of the Department.

3.10.2. Continuity of Services

The Contractor and the Department agree that:

- 3.10.2.1. It will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor fails to maintain the required staffing, as described in Section 3 – Statement of Work, throughout the life of the contract;
- 3.10.2.2. Any breach by the Contractor will delay and disrupt the Department's operations and obligations and lead to significant damages and reduction of services;
- 3.10.2.3. The Contractor's failure to provide services that meet the performance standards in subsection 3.9 – Performance Standards, shall result in liquidated damages as specified in subsection 4.2 Liquidated Damages;
- 3.10.2.4. The liquidated damages as specified in subsection 4.2.5 are reasonable; and
- 3.10.2.5. The Department's decision to assess liquidated damages must be reasonable, based in fact and made in good faith.



3.11. Disputes

The Contractor and DHHS shall work together to accomplish the mission and goals of this contract. Disputes regarding the responsibilities under this contract between the Contractor and the Department shall be referred to the Department Commissioner or designee for resolution. Notwithstanding the forgoing, nothing herein shall affect the parties' legal or equitable rights or remedies otherwise available to them.

3.12. Vendor's Mandatory Narrative Responses

Prospective vendors shall provide narrative responses to the following questions. Prospective vendors shall provide the identified appendices and may also attach additional exhibits as necessary to provide additional clarity to their responses:

- Q1. Personnel Plan:** The vendor must provide a Personnel Plan that is comprised of the following components; a Microsoft Excel or Word version, as applicable, shall be provided to Bidders upon receipt of the Letter of Intent described in subsection 6.3.:
- a. **Completed Required Staffing List:** Complete the tool provided in Appendix D, Required Staffing List for this purpose. For each staffing requirement listed, include incumbent information in the applicable fields. For each staff requirement that does not have an incumbent, identify the position as "TBD" (to be determined), and provide the applicable recruitment information.
 - b. **Curricula Vitae and Letters of Intent:** Use Appendix E to provide the Curricula Vitae and Letters of Intent for all staff requirements that currently have an incumbent; provide these in the order listed in Appendix E. Letters of Intent must indicate the incumbent's willingness to accept assignment to the applicable staff requirement and DHHS location. For vacant staff requirements, provide a job description that also includes minimum and desired qualifications.
 - c. **Personnel Work Plan and Timetable:** Provide the Personnel Work Plan and Timetable as Appendix F. Following the sequence of subsection 3.8., Staffing, describe how the vendor proposes to dedicate the resource to the timely provision of contractual services. Include identifying any potential delay or barrier the vendor anticipates will need to be addressed for the applicable services to commence, including any state dependencies, what the vendor intends to do to overcome such delays or barriers, and how contractual service requirements will be delivered in the interim. A timetable for meeting these requirements must be included.
- Q2. Recruitment:** For any staff requirements listed in Appendix D as "TBD," describe in detail the vendor's proposed plan to recruit an individual to fill the position.
- a. **Process and Resources:** Describe the processes and resources (such as professional publications, recruiters, etc.) the vendor intends to utilize for recruitment.
 - b. **Compensation Package:** Describe how the vendor develops a competitive compensation package commensurate with the applicable position.
 - c. **Experience:** Describe the vendor's experience in fulfilling similar requirements to other customers, such as government entities.
 - d. **Research:** Describe in detail the vendor's process for researching and identifying qualified candidates for the staffing need.



- e. **Recruitment Data:** Provide the most recent two years of recruitment data, including the length of time it takes the vendor to fill vacant positions.
- Q3. Retention:** Describe in detail the methods and resources that the vendor uses to successfully retain staff similarly qualified to those identified in subsection 3.8.
- a. **Benefits:** Provide an overview of the employee benefits the vendor typically affords to such individuals.
 - b. **Retention Data:** Provide the vendor's retention data for similarly qualified individuals for the past five years. Describe the vendor's methods for assessing employment satisfaction, such as exit interviews, annual surveys, etc. and provide the two most recent survey year data findings.
- Q4. Employee Performance Monitoring:** Describe in detail the methods and resources that the vendor uses to monitor employee performance of staff similarly qualified to those identified in subsection 3.8., and how the vendor proposes to monitor staff assigned to meeting contractual responsibilities specified in this RFP.
- a. **State Resources:** Identify state resources, if any, that the vendor intends to access as part of its monitoring plan.
 - b. **Credential Compliance:** Describe the vendor's process for verifying and monitoring the compliance of personnel with ongoing licensing, certification, and other continuing education qualifications, including attending educational seminars, becoming, and maintaining status as, a member in professional organizations, subscribing to and reading professional journals, and similar activities, as are necessary in order for personnel to remain current with the highest standards of practice for a practitioner within the specialty.
 - c. **Leave Usage:** Describe how the vendor will monitor appropriate leave usage and ensure leave does not negatively impact the fulfillment of contractual requirements.
 - d. **Performance Appraisal:** Describe the vendor's employee performance appraisal process, disciplinary process, and provide any applicable policies.
- Q5. Employee Leave Policies and Practices:** Provide a copy of the vendor's written leave policies.
- Q6. Holidays:** Provide a copy of the vendor's recognized holiday schedule for such individuals, and any details regarding typical scheduling factors for such individuals (e.g. describe shifts, hours/days/weekends, or other factors that would be applicable to the services described herein).
- Q7. Quality Assurance:** Provide as Appendix J, the Quality Assurance Surveillance Plan the vendor proposes to use to determine whether the contractual requirements, identified in subsection 3.9 Performance Standards, have been met. The proposed plan should be tailored to meet specific contractual requirements and match performance standards. The proposed plan shall include, at minimum, the following elements:
- a. Identifies what will be monitored;
 - b. Describes how monitoring will take place;
 - c. Identifies who will conduct the monitoring, and specifies the vendor's roles and responsibilities, and any other third party's;
 - d. Identifies what state resources, if any, will be involved in the monitoring process, and describes how the state resources will be involved;
 - e. Identifies how monitoring efforts and results will be documented; and
 - f. Describes how the plan will be revisited and updated on a regular basis.



4. FINANCE

4.1. Financial Standards

4.1.1. Financial Funding Sources

- 4.1.1.1. Funds to support the services solicited in this RFP are available from several funding sources. Appendix G, Current Funding Sources, provides the current sources and applicable Catalog of Federal Domestic Assistance information.
- 4.1.1.2. Funds must be used in accordance with the provisions of the CFDA numbers referenced in Appendix G, Current Funding Sources. DHHS reserves the right to adjust funding sources throughout the contract period and will provide the Contractor reasonable notice of any such changes.
- 4.1.1.3. Contingent upon additional state or federal funding and pursuant to a mutually agreed upon contract amendment, the Contractor may be asked to provide additional services appropriate for inclusion in the contract's scope, if such services are not otherwise detailed herein.

4.1.2. Budgets

- 4.1.2.1. The Contractor shall provide services under this contract based on an agreed upon Budget; the contract shall be a firm, fixed price contract. Separate budgets for each state fiscal year and each service area covered by the contract will be formally incorporated into the contract and binding upon the parties; any amendments thereto will require a written agreement by the parties in the form of a contract amendment, which may be subject to Governor and Executive Council approval and at minimum shall be subject to Attorney General approval.
- 4.1.2.2. **Appendix H – Budgets**, contains Excel workbooks Bidders shall complete and submit as part of the Cost Proposal. The following budget spreadsheets are required, and will be provided to Bidders in Microsoft Excel format upon receipt of the Letter of Intent described in subsection 6.3:
 - a. **Appendix H-1 – Summary Budget Form:** A proposed Budget for all services, by Service Area per fiscal year, for all fiscal years within the Contract Period.
 - b. **Appendices H-2 through H-8 – Service Area Budget Forms:** A Service Area Budget Form for each Service Area, for each fiscal year within the Contract Period. The following budgetary lines, at minimum, must be included, and are described below:
 - i. **Salaries /Wages** - Identify the total cost of direct expense staffing.
 - ii. **Employee Benefits** – Identify the amount and the percentage of fringe benefits for each identified personnel.
 - iii. **Research** – Identify and justify related research costs.
 - iv. **Professional Development** – Identify and justify personnel staff training costs for each contract year.
 - v. **Travel** – Identify and justify expenses for in-state and out-of-state travel for contract related activities.
 - vi. **Program Development** – Identify and justify any contract related program development expenses.



- vii. **Recruitment Expenses** – Identify and justify any recruitment expenses, including relocation costs, for personnel.
 - viii. **Subcontracts** – Identify and justify costs for program services which are a primary and integral part of the program but which are furnished to the program, under contract, by a vendor/contractor. Subcontracted services must be approved in advance by DHHS.
 - ix. **Other** – Identify and justify any other direct program expenses not listed above.
 - x. **Indirect Costs** – Identify the total indirect costs. The bidder must provide a detailed description and justification of all indirect costs.
 - xi. **Matching Funds** – Provide description of other revenues or matching funds that may be made available to complement and expand the bidders proposed services and/or enhanced Medicaid match for Skilled Professional Medical Personnel.
- c. **Appendices H-9 through H-15 Service Area Detailed Personnel Costs Form:** A Service Area Detailed Personnel Cost Form listing each position cost, both salary and fringe benefits, for each Service Area for each fiscal year.
 - d. **Appendix H-16 – Summary Personnel Cost Form:** A Summary Personnel Cost Form listing the total cost of personnel, both salary and fringe benefits, for each Service Area for each fiscal year within the Contract Period.
 - e. **Appendix H-17 – Budget Narratives:** Budget Narratives shall be prepared specific to each Service Area for each fiscal year within the Contract Period. The budget narrative shall justify the budget forms submitted in Appendices H – 1 through H – 16. Vendors shall include any pertinent information to justify the proposed budgets.

4.1.3. Invoicing

- 4.1.3.1. The Contractor shall invoice DHHS monthly for services performed in accordance with the contract. The Contractor shall ensure that DHHS receives within thirty (30) days following the end of the month in which services were provided, the applicable invoice.

4.1.4. Payment

- 4.1.4.1. Compensation paid by DHHS shall be accepted by the Contractor as payment in full for the services provided under the Contract.
- 4.1.4.2. Notwithstanding anything to the contrary contained in the contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the effective date of the Contract.

4.1.5. Financial Management

- 4.1.5.1. The Contractor shall designate a contact person to resolve any questions or discrepancies regarding invoices. The Contractor shall provide DHHS with the name, title, telephone number, fax number and email address of the contact person. The Contractor shall also notify DHHS in the event of a change of the designated contact person.



- 4.1.5.2. DHHS shall provide the Contractor with the name, title, mailing address, and telephone number of the corresponding DHHS contact person. DHHS shall notify the Contractor in the event of a change in the designated contact person.

4.2. Liquidated Damages

4.2.1. Continuity of Services

The approved vendor will be required to maintain the required staffing and deliver the required services, as described in Section 3 – Statement of Work. Any breach by the approved vendor will delay and disrupt the Department's operations and obligations, and lead to significant damages and reductions of services.

The approved vendor will enter into a contract with the Department that includes provisions for liquidated damages as an additional remedy if the vendor fails to provide required services and meet identified performance standards. The Department's decision to assess liquidated damages will be reasonable, based in fact, and made in good faith.

4.2.2. Notification

- 4.2.2.1. Prior to the imposition of liquidated damages as described in subsection 4.2.5 Liquidated Damages, DHHS shall issue written notice of remedies that will include, as applicable, the following:
 - a. A citation to the contract provision violated;
 - b. The remedies to be applied, and the date the remedies shall be imposed (cure period);
 - c. The basis for DHHS' determination that the remedies shall be imposed;
 - d. A request for a Corrective Action Plan; and
 - e. The timeframe and procedure for the Contractor to dispute DHHS' determination.
- 4.2.2.2. If the failure to perform by the Contractor is not resolved within the cure period, liquidated damages may be imposed retroactively to the date of failure to perform and continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.
- 4.2.2.3. The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.

4.2.3. Assessment

- 4.2.3.1. Assessment of liquidated damages shall be in addition to, not in lieu of, such other remedies as may be available to DHHS. Except, and to the extent expressly provided herein, DHHS shall be entitled to recover liquidated damages cumulatively under each section applicable to any given incident.
- 4.2.3.2. DHHS shall make all assessments of liquidated damages. Should DHHS determine that liquidated damages may, or will be assessed, DHHS shall notify the Contractor as specified in subsection 4.2.2 Notification.



4.2.4. Corrective Action Plan

- 4.2.4.1. The Contractor shall submit a written Corrective Action Plan to DHHS within five (5) business days of receiving notification as specified in subsection 4.2.2. Notification, for DHHS review. The Corrective Action Plan shall be subject to DHHS approval prior to its implementation.

4.2.5. Liquidated Damages

- 4.2.5.1. Liquidated damages, if assessed, shall be in the amount of \$1,000 per day for failure to meet the Performance Standards identified in subsection 3.9.
- 4.2.5.2. Liquidated damages, if assessed, shall apply until the Contractor cures the failure cited in subsection 4.2.2.1, or until the resulting dispute is resolved in the Contractor's favor.
- 4.2.5.3. The amount of liquidated damages assessed by DHHS to the Contractor shall not exceed the price limitation in Form P-37, General Provisions, Block 1.8 – Price Limitation.

5. PROPOSAL EVALUATION

5.1. Technical Proposal – 650 Points

5.1.1. Proposal Narrative, Project Approach and Technical Response

| Focus Area | Total Available Points |
|---------------------------------------------------------|------------------------|
| Subcomponents & available points | |
| Personnel Plan (Q1.a-Q1.c)..... | 200 Points |
| Q1.a: Completed Required Staffing List (75 points) | |
| Q1.b: Curricula Vitae and Letters of Intent (50 points) | |
| Q1.c: Personnel Work Plan and Timeline (75 points) | |
| Recruitment (Q2.a-Q2.e)..... | 50 Points |
| Q2.a: Process and Resources (10 points) | |
| Q2.b: Compensation Package (15 points) | |
| Q2.c: Experience (10 points) | |
| Q2.d: Research (10 points) | |
| Q2.e: Recruitment Data (5 points) | |
| Retention (Q3.a –Q3.b)..... | 50 Points |
| Q3.a: Benefits (35 points) | |
| Q3.b: Retention Data (15 points) | |
| Employee Performance Monitoring (Q4.a-Q4.d)..... | 100 Points |
| Q4.a: State Resources (30 points) | |
| Q4.b: Credential Compliance (10 points) | |
| Q4.c: Leave Usage (10 points) | |
| Q4.d: Performance Appraisal (50 points) | |
| Employee Leave Policies and Practices (Q5)..... | 25 Points |
| Holidays (Q6)..... | 25 Points |
| Quality Assurance (Q7.a-Q7.f)..... | 200 Points |
| Q7.a: (30 points) | |
| Q7.b: (20 points) | |
| Q7.c: (20 points) | |
| Q7.d: (30 points) | |
| Q7.e.: (50 points) | |
| Q7.f: (50 points) | |



5.2. Cost Proposal – 350 Points

5.2.1. Disqualification

The Cost Proposal shall include the financial statements specified in subsection 7.2.3.2 and 7.2.3.3. The Department may, at its sole discretion, disqualify a Bidder that is, upon review of the documentation, determined to present an unacceptable risk for the successful fulfillment of the contractual requirements described in this RFP.

5.2.2. Scoring

Cost Proposals will be analyzed and normalized. For example, if a particular proposal would impose costs on DHHS, that cost will be identified, assigned a monetary value, and that value will be added to the Bidder's proposed cost before scoring. Once all cost proposals have been normalized, each adjusted cost figure will be scored using the following formula:

Bidder's Cost Score = (Lowest Adjusted Proposed Cost / Bidder's Adjusted Proposed Cost) multiplied by one hundred (350) points.

For the purpose of this formula, the lowest proposed adjusted cost is defined as the lowest adjusted cost proposed by a bidder whose proposal fulfills the minimum established qualifications. For example, if there were three valid bids with adjusted costs as shown in the first column of Table 1, the points awarded for the respective cost proposals are shown in the third column.

Table 1

| Adjusted Cost Proposal | Calculation Formula | Score Points Awarded |
|------------------------|----------------------------------|----------------------|
| \$100,000 | $\$100,000/\$100,000 \times 350$ | 350 |
| \$120,000 | $\$100,000/\$120,000 \times 350$ | 292 |
| \$150,000 | $\$100,000/\$150,000 \times 350$ | 233 |

6. PROPOSAL PROCESS

6.1. Contact Information – Sole Point of Contact

The sole point of contact, the Procurement Coordinator, relative to the bid or bidding process for this RFP, from the RFP issue date until the selection of a Bidder, and approval of the resulting contract by the Governor and Executive Council is:

State of New Hampshire
Department of Health and Human Services
Eric Borrin, Director
Bureau of Contracts and Procurement
Brown Building
129 Pleasant Street
Concord, New Hampshire 03301
Email: Eric.Borrin@dhhs.state.nh.us
Fax: 603-271-4232
Phone: 603-271-9558



Other personnel are NOT authorized to discuss this RFP with Bidders before the proposal submission deadline. Contact regarding this RFP with any State personnel not listed above could result in disqualification. The State will not be held responsible for oral responses to Bidders regardless of the source.

6.2. Procurement Timetable

| Procurement Timetable | | |
|------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------|----------------------------|
| (All times are according to Eastern Time. DHHS reserves the right to modify these dates at its sole discretion.) | | |
| Item | Action | Date |
| 1. | Release RFP | 02/25/2016 |
| 2. | Letter of Intent Submission Deadline | 03/10/2016 |
| 3. | RFP Technical & Cost Questions Submission Deadline | 03/17/2016 |
| 4. | RFP Bidders Conference | 03/16/2016 1:00-5:00 PM |
| 5. | DHHS Response to Technical & Cost Questions Published | 03/21/2016 |
| 6. | Technical and Cost Bids Submission Deadline | 03/31/2016 by 2:00 PM |
| 7. | Tentative Oral Presentations and Interviews | 04/11/2016 |
| 8. | Anticipated Selection of Successful Bidder(s) | 04/14/2016 |

6.3. Mandatory Letter of Intent

A mandatory Letter of Intent to submit a Proposal in response to this RFP must be received by the date and time identified in Section 6.2. Procurement Timetable.

Receipt of the Letter of Intent by DHHS will be required in order to receive any correspondence regarding this RFP, any RFP amendments, in the event such are produced, or any further materials on this project, including electronic files containing tables required for response to this RFP, any addenda, corrections, schedule modifications, or notifications regarding any informational meetings for Bidders, or responses to comments or questions.

The Letter of Intent must be transmitted by e-mail to the Procurement Coordinator identified in Section 6.1, and must be followed by delivery of a paper copy within two (2) business days to the Procurement Coordinator identified in Section 6.1.

The potential Bidder is responsible for successful e-mail transmission. DHHS will provide confirmation of receipt of the Letter of Intent if the name and e-mail address or fax number of the person to receive such confirmation is provided by the Bidder.

The Letter of Intent must include the name, telephone number, mailing address and e-mail address of the Bidder's designated contact to which DHHS will direct RFP related correspondence. If the Bidder is not an academic medical center, it must identify **within the Letter of Intent** the academic medical center with which it is affiliated.

Proposals submitted by entities that did not submit a Letter of Intent shall not be considered.



Companies that submit a Letter of Intent but elect not to submit a proposal are requested to send the Procurement Coordinator a “no bid” letter.

6.4. Bidders’ Questions and Answers

6.4.1. Bidders’ Questions

All questions about this RFP, including but not limited to requests for clarification, additional information or any changes to the RFP must be made in writing, citing the RFP page number and part or subpart, and submitted to the Procurement Coordinator identified in Section 6.1.

DHHS may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.

Questions will only be accepted from those Bidders who have submitted a Letter of Intent by the deadline given in Section 6.2, Procurement Timetable. Questions from all other parties will be disregarded. DHHS will not acknowledge receipt of questions.

The questions may be submitted by fax or e-mail; however, DHHS assumes no liability for assuring accurate and complete fax and e-mail transmissions.

Questions must be received by DHHS by the deadline given in Section 6.2, Procurement Timetable.

6.4.2. Bidders Conferences

The Bidders Conference will be held on the date specified in Section 6.2, Procurement Timetable, in the Auditorium in the Brown Building, 129 Pleasant Street, Concord, New Hampshire. The conference will serve as an opportunity for Bidders to ask specific questions of State staff concerning both the technical and cost requirements of the RFP.

Attendance at the Proposal Conference is not mandatory but is highly recommended. Contact the Procurement Coordinator specified in Section 6.1 to register for the Bidders Conference.

Bidders may attend the Bidders Conference via webinar. Contact the Procurement Coordinator, specified in Section 6.1, for information about attending this webinar.

6.4.3. DHHS Answers

DHHS intends to issue responses to properly submitted questions by the deadline specified in Section 6.2, Procurement Timetable. Oral answers given in the Bidders Conferences are non-binding. Written answers to questions asked in the Bidder Conferences will be posted on the DHHS Public website (<http://www.dhhs.nh.gov/business/rfp/index.htm>) and sent as an attachment in an e-mail to the contact identified in accepted Letters of Intent. This date may be subject to change at DHHS discretion.

6.5. RFP Amendment



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

6.6. Proposal Submission

Proposals submitted in response to this RFP must be received no later than the time and date specified in Section 6.2, Procurement Timetable. Proposals must be addressed for delivery to the Procurement Coordinator specified in Section 6.1, and marked with **RFP-2017-OCOM-01-PHYSI**.

Late submissions will not be accepted and will remain unopened. Disqualified submissions will be discarded if not re-claimed by the bidding Bidder by the time the contract is awarded. Delivery of the Proposals shall be at the Bidder's expense. The time of receipt shall be considered when a Proposal has been officially documented by DHHS, in accordance with its established policies, as having been received at the location designated above. The State accepts no responsibility for mislabeled mail. Any and all damage that may occur due to shipping shall be the Bidder's responsibility.

6.7. Compliance

Bidders must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

6.8. Non-Collusion

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

6.9. Collaborative Proposals

Proposals must be submitted by one organization. Any collaborating organization must be designated as subcontractor subject to the terms of Exhibit C Special Provisions (see Appendix B: Contract Minimum Requirements).

6.10. Validity of Proposals

Proposals submitted in response to this RFP must be valid for two hundred forty (240) days following the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable or until the effective date of any resulting contract, whichever is later. This period may be extended by mutual written agreement between the Bidder and DHHS.

6.11. Property of Department

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



6.12. Proposal Withdrawal

Prior to the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, a submitted Letter of Intent or Proposal may be withdrawn by submitting a written request for its withdrawal to the Procurement Coordinator specified in Section 6.1.

6.13. Public Disclosure

In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37. A Bidder's disclosure or distribution of proposals other than to the State will be grounds for disqualification, at the sole discretion of the State.

The content of each Bidder's proposal and addenda thereto, will become public information once the Governor and Executive Council have approved a contract. Any information submitted as part of a bid in response to this RFP may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (www.nh.gov/transparentnh/). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.

Insofar as a Bidder seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Bidder must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This should be done by separate letter identifying by page number and proposal section number the specific information the Bidder claims to be exempt from public disclosure pursuant to RSA 91-A:5.

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

6.14. Non-Commitment

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



6.15. Liability

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

6.16. Request for Additional Information or Materials

During the period from the Technical and Cost Proposal Submission Deadline, specified in Section 6.2, Procurement Timeline, to the date of Contractor selection, DHHS may request of any Bidder additional information or materials needed to clarify information presented in the Proposal. Such a request will be issued in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its Proposal in intent or substance. Key personnel shall be available for interviews.

6.17. Oral Presentations and Discussions

DHHS reserves the right, at its sole discretion, to require some or all Bidders to make oral presentations of their Proposal. Any and all costs associated with an oral presentation shall be borne entirely by the Bidder. Bidders may be requested to provide demonstrations of any proposed automated systems. Such a request will be in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its proposal in intent or substance.

6.18. Contract Negotiations and Unsuccessful Bidder Notice

If a Bidder(s) is selected, the State will notify the Successful Bidder(s) in writing of their selection and the State's desire to enter into contract negotiations. Until the State successfully completes negotiations with the selected Bidder(s), all submitted proposals remain eligible for selection by the State. In the event contract negotiations are unsuccessful with the selected Bidder(s), the evaluation team may recommend another Bidder(s).

In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff, concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses except that information specifically allowed by RSA 21-G:37.

6.19. Scope of Award and Contract Award Notice

DHHS reserves the right to award a service, part of a service, group of services, or total Proposal and to reject any and all Proposals in whole or in part. The notice of the intended contract award will be sent by certified mail or overnight mail to the selected Bidder. A contract award is contingent on approval by the Governor and Executive Council.

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



6.20. Site Visits

DHHS reserves the right to request a site visit for DHHS staff to review a Bidder's organization structure, subcontractors, policy and procedures, and any other aspect of the Proposal that directly affects the provisions of the RFP and the delivery of services. Any and all costs associated with the site visits incurred by the Bidder shall be borne by the Bidder.

Prior to implementation, DHHS reserves the right to make a pre-delegation audit by DHHS staff to the Bidder's site to determine that the Bidder is prepared to initiate required activities. Any and all costs associated with this pre-delegation visit shall be borne by the Bidder.

6.21. Protest of Intended Award

Any protests of intended award or otherwise related to the RFP, shall be governed by RSA 21-G:37 and the procedures and the terms of this RFP. In the event that a legal action is brought challenging the RFP and selection process, and in the event that the State of New Hampshire prevails, the Bidder agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

6.22. Contingency

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

7. PROPOSAL OUTLINE AND REQUIREMENTS

7.1. Presentation and Identification

7.1.1. Overview

- 7.1.1.1. Bidders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal are at the Bidder's risk and may, at the discretion of the State, result in disqualification.
- 7.1.1.2. Proposals must conform to all instructions, conditions, and requirements included in the RFP.
- 7.1.1.3. Acceptable Proposals must offer all services identified in Section 3 - Statement of Work, unless an allowance for partial scope is specifically described in Section 3, and agree to the contract conditions specified throughout the RFP.
- 7.1.1.4. Proposals should be received by the Technical and Cost Proposal Submission Deadline specified in Section 6.2, Procurement Timetable, and delivered, under sealed cover, to the Procurement Coordinator specified in Section 6.1.
- 7.1.1.5. Fax or email copies will not be accepted.
- 7.1.1.6. Bidders shall submit a Technical Proposal and a Cost Proposal.



7.1.2. Presentation

- 7.1.2.1. Original copies of Technical and Cost Proposals in separate three-ring binders.
- 7.1.2.2. Copies in a bound format (for example wire bound, coil bound, saddle stitch, perfect bound etc. at minimum stapled) NOTE: loose Proposals will not be accepted.
- 7.1.2.3. Major sections of the Proposal separated by tabs.
- 7.1.2.4. Standard eight and one-half by eleven inch (8 ½" x 11") white paper.
- 7.1.2.5. Font size of 10 or larger.

7.1.3. Technical Proposal

- 7.1.3.1. Original in 3-ring binder marked as "Original."
- 7.1.3.2. The original Transmittal Letter (described in Section 7.2.2.1.) must be the first page of the Technical Proposal and marked as "Original."
- 7.1.3.3. 8 copies in bound format marked as "Copy."
- 7.1.3.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies) on CD or Memory Card/Thumb Drive. NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.
- 7.1.3.5. Front cover labeled with:
 - f. Name of company / organization;
 - g. RFP#; and
 - h. Technical Proposal.

7.1.4. Cost Proposal

- 7.1.4.1. Original in 3 ring binder marked as "Original."
- 7.1.4.2. A copy of the Transmittal Letter marked as "Copy" as the first page of the Cost Proposal.
- 7.1.4.3. 8 copies in bound format marked as "Copy."
- 7.1.4.4. 1 electronic copy (divided into folders that correspond to and are labeled the same as the hard copies). NOTE: In the event of any discrepancy between the copies, the hard copy marked "Original" will control.
- 7.1.4.5. Front cover labeled with:
 - a. Name of company / organization;
 - b. RFP#; and
 - c. Cost Proposal.

7.2. Outline and Detail

7.2.1. Proposal Contents – Outline

Each Proposal shall contain the following, in the order described in this section: (Each of these components must be separate from the others and uniquely identified with labeled tabs.)



7.2.2. Technical Proposal Contents – Detail

7.2.2.1. Transmittal Cover Letter

The Transmittal Cover Letter must be:

- a. On the Bidding company's letterhead;
- b. Signed by an individual who is authorized to bind the Bidding Company to all statements, including services and prices contained in the Proposal;
and
- c. Contain the following:
 - i. Identify the submitting organization;
 - ii. Identify the name, title, mailing address, telephone number and email address of the person authorized by the organization to contractually obligate the organization;
 - iii. Identify the name, title, mailing address, telephone number and email address of the fiscal agent of the organization;
 - iv. Identify the name, title, telephone number, and e-mail address of the person who will serve as the Bidder's representative for all matters relating to the RFP;
 - v. Acknowledge that the Bidder has read this RFP, understands it, and agrees to be bound by its requirements;
 - vi. Explicitly state acceptance of terms, conditions, and general instructions stated in Section 8 Mandatory Business Specifications, Contract Terms and Conditions;
 - vii. Confirm that Appendix A Exceptions to Terms and Conditions is included in the proposal;
 - viii. Explicitly state that the Bidder's submitted Proposal is valid for a minimum of two hundred forty (240) days from the Technical and Cost Proposal Submission Deadline specified in Section 6.2;
 - ix. Date Proposal was submitted; and
 - x. Signature of authorized person.

7.2.2.2. Table of Contents

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

7.2.2.3. Executive Summary

The Bidder shall submit an executive summary to:

- a. Provide DHHS with an overview of the Bidder's organization and what is intended to be provided by the Bidder;
- b. Demonstrate the Bidder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work (the Bidder must address every section of Section 3 Statement of Work except for subsection 3.12, which is addressed in 7.2.2.4);
- c. Show the Bidder's overall approach and design of the project in response to achieving the deliverables as defined in this RFP; and
- d. Specifically demonstrate the Bidder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.



7.2.2.4. Bidder's Mandatory Narrative Responses

The Bidder must answer all questions in subsection 3.12 and must include all items requested for the Proposal to be considered.

Responses must be in the same sequence and format as listed in subsection 3.12 and must, at a minimum, cite the relevant subsection, and paragraph number, as appropriate.

7.2.2.5. Description of Organization

Bidders must include in their Proposal a summary of their company's organization, management and history and how the organization's experience demonstrates the ability to meet the needs of requirements in this RFP.

- a. At a minimum respond to:
 - i. General company overview;
 - ii. Ownership and subsidiaries;
 - iii. Affiliation with an academic medical center if the Bidder is not an academic medical center;
 - iv. Company background and primary lines of business;
 - v. Number of employees;
 - vi. Headquarters and Satellite Locations;
 - vii. Current project commitments;
 - viii. Major government and private sector clients; and
 - ix. Mission Statement.
- b. This section must include information on:
 - i. The programs and activities of the organization;
 - ii. The number of people served; and
 - iii. Programmatic accomplishments.
- c. And also include:
 - i. Reasons why the organization is capable of effectively completing the services outlined in the RFP; and
 - ii. All strengths that are considered an asset to the program.
- d. The Bidder should demonstrate:
 - i. The length, depth, and applicability of all prior experience in providing the requested services;
 - ii. The skill and experience of staff and the length, depth and applicability of all prior experience in providing the requested services.

7.2.2.6. Bidder's References

The Proposal must include relevant information about at least three (3) similar or related contracts or subcontracts awarded to the Bidder and must also include client testimonials. Particular emphasis should be placed on previous contractual experience with government agencies. DHHS reserves the right to contact any reference so identified. The information must contain the following:

- a. Name, address, telephone number, and website of the customer;
- b. A description of the work performed under each contract;
- c. A description of the nature of the relationship between the Bidder and the customer;



- d. Name, telephone number, and e-mail address of the person whom DHHS can contact as a reference; and
- e. Dates of performance.

7.2.2.7. Curricula Vitae

Each Bidder shall submit an organizational chart and a staffing plan for the administrative oversight of the staffing resources being procured in this RFP. For persons currently on staff with the Bidder, the Bidder shall provide names, title, qualifications and curricula vitae. For staff to be hired, the Bidder shall describe the hiring process and the qualifications for the position and the job description. The State reserves the right to accept or reject dedicated staff individuals.

NOTE: Curricula Vitae for staffing resources specifically required in subsection 3.8 should not be included in this section of the Technical Proposal, as they are a required item in subsection 7.2.2.4. Bidder's Mandatory Narrative Responses.

7.2.2.8. Subcontractor Letters of Commitment (if applicable)

If subcontractors are part of this proposal, signed letters of commitment from the subcontractor are required as part of the RFP. The Bidder shall be solely responsible for meeting all requirements and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether it proposes to use any subcontractors. The Bidder and any subcontractors shall commit to the entire contract period stated within the RFP, unless a change of subcontractors is specifically agreed to by the State. The State reserves the right to approve or reject subcontractors for this project and to require the Bidder to replace subcontractors found to be unacceptable.

7.2.2.9. License, Certificates and Permits as Required

This includes: a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State. Required licenses or permits to provide services as described in Section 3 of this RFP.

7.2.2.10. Affiliations – Conflict of Interest

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

7.2.2.11. Required Attachments

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

- a. Bidder Information and Declarations: Appendix A – Exceptions to Terms and Conditions
- b. Appendix C – CLAS Requirements
- c. Affiliation Documentation – If the Bidder is not an academic medical center, the Bidder must be affiliated with an academic medical center, and must include in its Proposal a signed letter from the academic



medical center with which it is affiliated. The signed letter must outline broadly the nature of the affiliation.

7.2.3. Cost Proposal Contents – Detail

7.2.3.1. Cost Bid Requirements

Cost proposals may be adjusted based on the final negotiations of the scope of work. See Section 4, Finance for specific requirements to be included in the Cost Proposal.

7.2.3.2. Statement of Bidder's Financial Condition

The organization's financial solvency will be evaluated. The Bidder's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered.

Each Bidder must submit audited financial statements for the four (4) most recently completed fiscal years that demonstrate the Bidder's organization is in sound financial condition. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles. A disclaimer of opinion, an adverse opinion, a special report, a review report, or a compilation report will be grounds for rejection of the proposal.

Complete financial statements must include the following:

- a. Opinion of Certified Public Accountant
- b. Balance Sheet
- c. Income Statement
- d. Statement of Cash Flow
- e. Statement of Stockholder's Equity of Fund Balance
- f. Complete Financial Notes
- g. Consolidating and Supplemental Financial Schedules

A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:

- a. Uncertified financial statements; and



- b. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

7.2.3.3. Required Attachments

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

- a. Bidder Information and Declarations: Appendix A – Exceptions to Terms and Conditions

8. MANDATORY BUSINESS SPECIFICATIONS

8.1. Contract Terms, Conditions and Penalties, Forms

8.1.1. Contract Terms and Conditions

The State of New Hampshire sample contract is attached; Bidder to agree to minimum requirement as set forth in the Appendix B.

8.1.2. Penalties

The State intends to negotiate with the awarded vendor to include liquidated damages in the Contract in the event any deliverables are not met.

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

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

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

9. ADDITIONAL INFORMATION

9.1. Appendix A – Exceptions to Terms and Conditions

9.2. Appendix B – Contract Minimum Requirements



9.3. Appendix C – CLAS Requirements

9.4. Appendix D – Required Staffing List

(Tool to be used in the completion of subsection 3.12 Q1.a.)

9.5. Appendix E – Curricula Vitae & Letters of Intent

(Tool to be used in the completion of subsection 3.12 Q1.b.)

9.6. Appendix F –Personnel Work Plan & Timetable

(Tool to be used in the completion of subsection 3.12 Q1.c.)

9.7. Appendix G – Current Funding Sources

9.8. Appendix H – Budgets

(Forms to be used in the completion of subsection 4.1.2)

9.9. Appendix I – Evidence-Based Training and Consultation