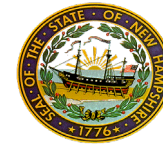


OFFICIAL RESPONSES TO VENDOR QUESTIONS
RFP-2025-HH-01-BEHAV

Section Reference	Question	Answer
RFP - Section 2 Background	How many average admissions and discharges occur daily?	1 to 2 admissions and discharges daily.
RFP - Section 2 Background	What is the average length of stay per unit?	Avg. Length of stay as of January 2024 for child specialty unit- 21 days. Adolescent Unit- 29 days. Young adult unit 14 days. PRTF- 88 days
RFP - Section 2 Background	When was the last on-site survey visit by the Joint Commission?	The last triennial survey was August 2021. See Appendix M - Joint Commission Report
RFP - Section 2 Background	Are facility upgrades/renovations planned during the contract period?	There are no upgrades or renovations planned at this time that will impact this contract.
RFP - Section 2 Background	Is a floor plan of the full facility available?	Please see Appendix L - Floor Plans
RFP - Section 5 Question 13.	Page 12 section 4 question 13 relates to the management of escalating situations and collaboration with outside entities. Do collaborative agreements such as memorandums of understanding exist currently with local first responders or other responding agencies? If so, are these agreements available for review?	Yes, see https://www.sos.nh.gov/sites/g/files/ehbemt561/files/inlin e-documents/sonh/12-gc-agenda-110222.pdf
RFP - Section 5 Questions 10-14.	Page 12 section 4 includes instructions that say the vendor can offer these services directly, through a contract, or have the Department provide them directly or through a contract. What is the basis for scoring of this section? Does the department have a preference for how the vendor achieves the goals that affects scoring?	See Appendix D Technical Responses to Questions regarding how the Department will be evaluating this section. No, the Department does not have a preference and is looking for the proposed vendor to provide this.

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



RFP - Section 5 Questions	The RFP provides “In response to this solicitation, Vendor(s) must respond to the Mandatory Questions below in Appendix E, Technical Responses to Question. Please confirm Vendors can submit responses to the Mandatory Questions in their own template/format as long as the mandatory questions and responses appear in sequential order within their Technical Response.	Yes, that is acceptable.
RFP - Section 12.20 Liquidated Damages	Please provide the Department’s formula for calculating liquidated damages under Section 12.20.1 of the RFP.	To be determined by the Department
RFP - Section 13 Compliance	Section 13.3.1.1 provides Vendors must maintain records including “all income received or collected by the selected Vendor(s).” Please provide the definition of “income” in this context.	Funding received by the Department
RFP - Section 13 Compliance	Please confirm the Vendor will manage the Health Information and Medical Records Department. If not, who will provide the usual Medical Record functions, including routine medical record audits?	The Vendor may propose a medical records system, as well as the potential responsible party, within the response to Q14. The Department and the selected Vendor will collaborate. If the Department needs to amend the resulting agreement in the future, we will work with the selected Vendor.
RFP - Section 13.5. Culturally and Linguistically Appropriate Services	How are translation services currently provided and will that continue, or should the proposal include the cost of translator services?	Translation services are currently provided by the current Contractor. Please include cost in Appendix F - Budget Sheet Addendum #1.
Appendix F Budget Sheet - Addendum #1	Does the daily average beds of 36.09 representative 2023 YTD data (1/1/2023 - 11/16/2023) include PRTF beds?	Yes.

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



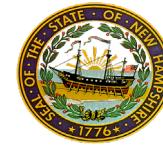
Appendix G – Scope of Services - General Requirements	In the RFP in appendix G 3.1.1 it notes “Inpatient psychiatric care, including providing clinically managed high intensity residential withdrawal management for individuals withdrawing from alcohol, opioids, and benzodiazepines who are medically stable”. Can you further elaborate on what you mean by this? Is this after a person has medically detoxed in an inpatient general medical setting?	Patients requiring IV therapies or with significant seizure disorders are referred to acute medical hospitals. This section refers to services to young adults requiring detox with a co-occurring psychiatric disorder.
Appendix G – Scope of Services - General Question	In the RFP in Appendix G it notes: “The selected Vendor must make acceptance decisions: 6.4.1. Within seventy-two (72) hours from receiving the referrals for inpatient admission; and 6.4.2. Within seven (7) calendar days from receiving the referral for PRTF admission.” Can you please further clarify what it means to accept an individual if a bed is not available.	Acceptance is whether or not the person has been accepted for admission into inpatient care. It does not mean that they have been admitted to the facility, only whether they have been accepted or denied for admission.
Appendix G – Scope of Services - General Question	Is there a call room suite for on call providers to stay in after hours or on weekends?	No, HHRTF does not have an on-call room.
Appendix G – Scope of Services	Are individuals coming from residential facilities?	HHRTF has had direct admits from residential, but that is the exception, not the norm.
Appendix G – Scope of Services - General Question	Where do family visitations occur?	Family visitations can occur within safe meeting locations inside or outside of the units.
Appendix G – Scope of Services -	What is the response protocol for a patient who has coded?	An EKG is available and a call to 911

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



General Question		
Appendix G – Scope of Services - General Question	What is the schedule for each of the units programming? Including educational services.	<p>The schedule for the unit programming is:</p> <ul style="list-style-type: none"> • 7:30am Activities of Daily Living (ADLs) / Can get clothing from Closet until 8:30 All residents will stay on unit during clothing swap. Door to unit must be closed at all times. • 8:00am Breakfast / ADLS • 8:30am School/Art/Activities/Skills • 12:30pm Lunch • 1:00pm School • 2:30 – 3:30pm Therapeutic Group Work in Classroom • 3:45 – 4:30pm Outside Time (Staff Permitting) • 4:30 – 5:30pm Activities/Chores <ul style="list-style-type: none"> o Those who participate in group or on-unit group therapy activity can choose TV as well • 5:30 – 6:00pm Dinner • 6:00 – 6:30pm Group activity. (Resident or Counselor led). • 6:30pm Can get clothing from Closet until 7pm • 6:30 – 9:30pm Leisure Activities (journaling, reading, TV, games, music, preferred activity) • At 9:30pm give a final call for preferred snacks. All snacks must be requested and given out by 9:45. • 10:00pm Everyone to their own bedroom <p>All educational services are completed on site, in collaboration with the school districts.</p>
Appendix G – Scope of Services - General Question	Is the PRTF a joint commission covered space?	Yes, it is a distinct part unit in accordance with Joint Commission and CMS.

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



Appendix G – Scope of Services - General Question	Do we have involuntary emergency admissions? Where are IEA hearings held?	Yes, though very infrequently. A private room off unit within HHRTF with videoconferencing capabilities.
Appendix G – Scope of Services - General Question	Where is training completed for clinical staff?	Clinical staff training occurs in-house, as currently the Department does not have a formal relationship with other schools.
Appendix G – Scope of Services - General Question	Where are meals served?	Breakfast is served on unit, Lunch is served in the cafeteria at staggered times by unit.
Appendix G – Scope of Services - General Question	What entity licenses HHRTF?	Joint Commission and Centers for Medicaid and Medicare Services
Appendix G – Scope of Services - General Question	Will there be a need for partial inpatient services?	See Appendix G - Scope of Services Section 3.1.2.
Appendix G – Scope of Services - General Question	Are wraparound services provided by the current Contractor or the Department?	Wrap-around services are provided to individuals through the Department contracted services.
Appendix G – Scope of	What is the payor mix for reimbursement?	For State Fiscal Year 2023 (July 1, 2022 - June 30, 2023) 29% Commercial, 70% Medicaid, 1% Self

RFP-2025-HH-01-BHAV

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



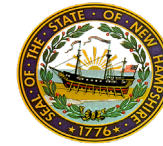
Services - General Question		Pay/Resp Party/Medicare
Appendix G – Scope of Services - General Question	Do you have more of a medically-inclined space to handle detoxing?	Currently HHRTF does not handle detoxing, there is a medically assisted withdrawal capacity integrated into inpatient care.
Appendix G – Scope of Services - General Question	Is there active training of RN's?	Yes, this is done in-house with practitioners.
Appendix G – Scope of Services - Section 2 Covered Populations	What is the census, age range, and staffing ratio for each of the units?	<p>Lincoln Unit - Generally Ages 12 - 17 - 23 beds. 3:1 staffing ratio.</p> <p>Washington Unit - currently under renovation - Generally ages 16 - 25 - 13 beds. 4:1 staffing ratio. Currently residing on Madison Unit.</p> <p>PRTF Unit - Ages up to 17 - 12 beds. 2:1 staffing ratio, can fluctuate depending on needs and census.</p> <p>Pierce Unit - Generally Ages 5 - 12, 16 beds. 2:1 staffing ratio.</p> <p>Madison Unit - Typically closed due to staffing but is currently housing our Washington unit patients due to renovation on Washington unit. Individual whom are over 18 are only placed with minors if clinically appropriate, typically onto on Washington unit.</p>

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



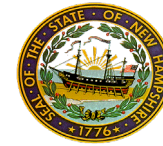
Appendix G – Scope of Services - Section 2 Covered Populations	What is the room set up in the different units?	Lincoln Unit - 2 single beds, 7 triple bedrooms. Washington Unit -4 single beds, 6 double bedrooms PRTF Unit - 3 single beds, 5 double bedrooms Pierce Unit - 2 single beds, 5 triple bedrooms Madison Unit - 2 single beds, 3 triple, and 1 quad room.
Appendix G – Scope of Services - Section 3 - General Requirements	The RFP states “The selected Vendor must complete a history and physical for all individuals within 24 hours of admission, and every 30 days thereafter, for individuals with a length of stay (LOS) greater than 30 days at HHRTF.” Please confirm that a history and physical is completed every 30 days for the length of stay of the patient	Yes, an Interim Physical Exam is completed by the medical team every 30 days for the length of stay of the patient.
Appendix G – Scope of Services - Section 5 Clinical, Medical and Collaborative Care	Is HHRTF a Designated Receiving Facility?	Yes.
Appendix G – Scope of Services - Section 6 Admissions for Hospital	Does the Department have responsibility for those kids not accepted?	Yes, the Department has a role and responsibility in finding placement for kids not accepted. There is a cross section of Department leadership who huddle on the most challenging cases. The Department is working on building out the System of Care, and HHRTF is included in this.
Appendix G – Scope of Services - Section 6	Will the Contractor be involved in the placement decision making for those kids not accepted?	Yes

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



Admissions for Hospital		
Appendix G – Scope of Services - Section 6 Admissions for Hospital	Does HHRTF have an admissions Department?	Yes, we have an Admissions Dept. If kids don't meet level of care, then goes to a Review Committee.
Appendix G – Scope of Services - Section 9 - PRTF or Children's Behavioral Health Overview	What is the sample weekday schedule in the PRTF?	<ul style="list-style-type: none"> • 7:30am Activities of Daily Living (ADLs) / Can get clothing from Closet until 8:30 All residents will stay on unit during clothing swap. Door to unit must be closed at all times. • 8:00am Breakfast / ADLS • 8:30am School/Art/Activities/Skills • 12:30pm Lunch • 1:00pm School • 2:30 – 3:30pm Therapeutic Group Work in Classroom • 3:45 – 4:30pm Outside Time (Staff Permitting) • 4:30 – 5:30pm Activities/Chores <ul style="list-style-type: none"> o Those who participate in group or on-unit group therapy activity can choose TV as well • 5:30 – 6:00pm Dinner • 6:00 – 6:30pm Group activity. (Resident or Counselor led). • 6:30pm Can get clothing from Closet until 7pm • 6:30 – 9:30pm Leisure Activities (journaling, reading, TV, games, music, preferred activity) • At 9:30pm give a final call for preferred snacks. All snacks must be requested and given out by 9:45. • 10:00pm Everyone to their own bedroom

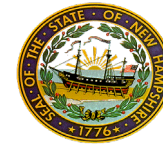
**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



Appendix G – Scope of Services - Section 9 - PRTF or Children’s Behavioral Health Overview	The RFP states “The selected Vendor must hold a bed and not eject or discharge an individual in the event of a temporary psychiatric hospitalization or some other event that would require the individual to be away from the program for no more than seven (7) calendar days.” Is this accurate?	No, they are still required to hold the bed for 7 days.
Appendix G – Scope of Services - Section 10 Education Services	Are the costs of contracted services for education and transportation required in the proposal budget or will these costs be negotiated in the contracting phase as a result of the final plan for services?	Please propose cost in the Appendix F - Budget Sheet Addendum #1.
Appendix G – Scope of Services - Section 10 Education Services	Is the Art Therapist full time, and is there only 1 Art Therapist?	Yes and yes
Appendix G – Scope of Services - Section 10 Education Services	What is the current online curriculum? Is this supplied by the State or the contractor?	IXL current online curriculum supplied by the contractor. School districts will supply specific online curriculum if they choose
Appendix G – Scope of Services - Section 10 Education	How many teachers by type (special education, regular teachers, tutors) are currently engaged in the delivery of educational programming?	special education – 2 teacher’s aide – 1 tutor - 1

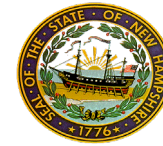
RFP-2025-HH-01-BEHAV

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



Services		
Appendix G – Scope of Services - Section 10 Education Services	How are educational plans and curriculum content coordinated with patient’s sending schools at this time?	Contact with the school district is made prior to admission or upon admission. Education staff work directly with the school districts from admission through discharge. Education staff collaborate with the district to identify a curriculum that is appropriate for each individual. Work sent by or arranged by the school district will be supported and supervised by our education staff.
Appendix G – Scope of Services - Section 10 Education Services	How many patients on average are engaged in educational services per day?	16 is the daily average with our current census.
Appendix G – Scope of Services - Section 10 Education Services	Are the computers used by students engaged in online curricula provided by the State or the contractor? And the maintenance of these network systems?	The current Contractor provides the system and the maintenance
Appendix G – Scope of Services - Section 11 Transportation	On average, how many trips/day are required?	The trips would include scheduled appointments or earned outings as outlined by individual served and behavior team. This would pertain to primarily PRTF population. On average, there are two trips per week.
Appendix G – Scope of	How are these trips currently provided?	All trips are provided by the hospital's two State owned vehicles.

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



Services - Section 11 Transportation		
Appendix G – Scope of Services - Section 11 Transportation	What are the top 10 destinations for trips at this time?	Destinations are for local appointments (eye doctor, dental) and restaurants/stores.
Appendix G – Scope of Services - Section 11 Transportation	Are there specific requirements for transportation services?	Patients must have 32 hours of safe behaviors delineated by behavior team/program director. Must use hospital vehicle. Two staff members present.
Appendix G – Scope of Services - Section 11 Transportation	Is there a maximum range for trips?	This is being determined by the Department.
Appendix G – Scope of Services - Section 11 Transportation	Who besides patients need to be accommodated for transportation? Are family members typically accompanying patients? Or staff?	Two staff members must be present. Family can attend, but they must take their own vehicles.
Appendix G – Scope of Services - Section 12 Pharmaceutical Services	What is the medication distribution schedule and who governs the medications the individual receives?	Medications are dispensed multiple times a day and overseen by the nurses on the unit.
Appendix G – Scope of Services -	What are the hours of the on-site pharmacy?	7-6 four days a week, 7-330 on the other weekday and closed on the weekends

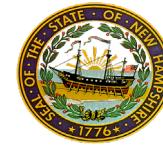
RFP-2025-HH-01-BHAV

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



Section 12 Pharmaceutical Services		
Appendix G – Scope of Services - Section 12 Pharmaceutical Services	What vendor(s) are currently providing services for medical records, automated dispensing cabinets, and afterhours remote order verification? Do you anticipate any change in these systems of vendors during the contract period?	Omnicell for automated dispensing cabinets, no afterhours remote order verification. No anticipated changes.
Appendix G – Scope of Services - Section 12 Pharmaceutical Services	Do you currently have your own drug purchasing accounts and would you expect to retain those and authorize our personnel to order on your behalf?	HHRTF has a drug purchasing account with Cardinal Health
Appendix G – Scope of Services - Section 12 Pharmaceutical Services	Does your inpatient pharmacy currently service the drug needs for the residential facility portion or are retail pharmacies also used?	HHRTF currently services the drug needs for the residential facility portion as well. No retail pharmacies are used.
Appendix G – Scope of Services - Section 12 Pharmaceutical Services	Do you have any directly-employed pharmacy personnel expected to remain?	Yes, this is anticipated.
Appendix G – Scope of Services - Section 12 Pharmaceutical	Who is your DEA registrant and do you have more than one facility DEA registration?	Hampstead Hospital and Residential Treatment-Wellpath Recovery Solutions, LLC. We only have one facility DEA registration.

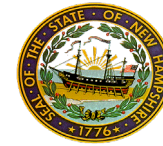
**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



Services		
Appendix G – Scope of Services - Section 12 Pharmaceutical Services	Who is the current DEA registrant for the facility?	The current Contractor provides these services.
Appendix G – Scope of Services - Section 12 Pharmaceutical Services	How does the Frameworks (pharmacy IS system) get updated?	Director of Pharmacy updates it quarterly
Appendix G – Scope of Services - Section 12 Pharmaceutical Services	How frequently do medication database loads happen?	Quarterly
Appendix G – Scope of Services - Section 12 Pharmaceutical Services	What is the current order volume/day/bed?	Current census is 50. Order volume varies daily but average is around 40 orders.
Appendix G – Scope of Services - Section 12 Pharmaceutical	How are safety events reported and reviewed?	Through incidence reports and reviewed by departments involved with safety event.

RFP-2025-HH-01-BEHAV

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**

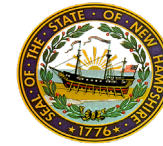


Services		
Appendix G – Scope of Services - Section 12 Pharmaceutical Services	How are policies and procedures related to pharmacy operations created, stored, reviewed, maintained and communicated?	Stored electronically and reviewed yearly
Appendix G – Scope of Services - Section 12 Pharmaceutical Services	Are standard paper medication order sets used?	Yes
Appendix G – Scope of Services - Section 12 Pharmaceutical Services	How is pharmaceutical waste handled? Are there separate processes for controlled substances?	We have medicinal waste bins on each floor. Yes, controlled substances are wasted in RX Destroyers on each floor.
Appendix G – Scope of Services - Section 12 Pharmaceutical Services	Is it acceptable to propose the storage of controlled substances in an Omnicell?	All medicines that are controlled are in the med rooms already in the Omnicell machines



<p>Appendix G – Scope of Services - Section 12 Pharmaceutical Services</p>	<p>What are the processes for medication refrigerator monitoring and responding to out-of-range temperatures?</p>	<p>Refrigerator Temperature Monitoring All refrigerators will be monitored and documented daily for temperatures Per the CDC, medication refrigerator temperatures must be kept within 36-460 Fahrenheit or 2-80 Celsius Records of temperature monitoring for each refrigerator will be kept by Infection Control Refrigerator Temperature Excursions If a temperature excursion occurs, the staff member who identified the excursion should call the pharmacy or nursing supervisor immediately. Pharmacy or the nursing supervisor will check the unit to see if there is an obvious cause and determine if the temperature in the refrigeration unit is back in range If the refrigeration unit is still not back in range, all medications/vaccines will be moved to another refrigeration unit and quarantined in a bag labeled “DO NOT USE” If the offending refrigeration unit is back in range and appears to be stable, pharmacy or the nursing supervisor will quarantine all medications/vaccines that were in the unit during the temperature excursion by placing them in a bag labeled “DO NOT USE” Pharmacy will then: take an inventory of all effected medications/vaccines try to determine how long the temperature excursion took place and MIN/MAX temperatures during the excursion Call manufactures of medications/vaccines to determine if drug needs to be wasted or can still be used</p>
---	---	--

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



Appendix G – Scope of Services - Section 12 Pharmaceutical Services	How are over the counter (OTC) medications ordered for dispensing to patients?	There is no delineation of the way medications are distributed.
Appendix G – Scope of Services - Section 12 Pharmaceutical Services	Are multidose injectable medications dispensed? If so, are they used for single patient use or is a common vial used for multiple patient use?	Insulin vials are our only multidose injectable medications. They are single patient use.
Appendix G – Scope of Services - Section 12 Pharmaceutical Services	Are medications billed on dispense or administration?	Medications are not billed. Pharmacy is tied into daily fee patients pay.
Appendix G – Scope of Services - Section 13 Escalated Behaviors and Safety/Security	Are there cameras in the individual rooms and/or the hallways?	There are no cameras in the rooms, there are cameras in every hallways. The camera's do not record and are monitored by the security ambassadors. Additionally, HHRTF has implemented a new code calling system.
Appendix G – Scope of Services - Section 13 Escalated Behaviors and Safety/Security	How are restraints handled?	The Department complies with RSA 126-U:4

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



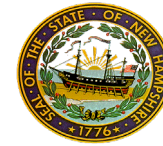
Appendix G – Scope of Services - Section 13 Escalated Behaviors and Safety/Security	Are kids allowed to come in and out of the rooms during the day, or are the rooms locked?	There are policies around the patient's use of their assigned rooms and they are specific to the patient, their privileges, the milieu, and the current staffing. There are different protocols for when they are sleeping, whether they have roommates, whether they are on precautions and more.
Appendix G – Scope of Services - Section 13 Escalated Behaviors and Safety/Security	There are no windows on the doors, are the doors left open?	All doors throughout the building are kept shut and must be closed immediately upon entry into an area. Patient room doors are kept open when patients are present in their rooms. The doors remain closed when not occupied.
Appendix G – Scope of Services - Section 13 Escalated Behaviors and Safety/Security	Is it unit staff only who respond to a situation, or are others brought in?	Unit staff and any certified staff can respond
Appendix H – Staffing Requirements, 2.3	How are salary increases approved?	The approval of salary increases is done through submitting a budget revision.

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



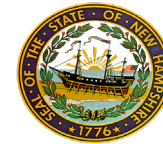
Appendix H – Staffing Requirements, 2.4.1	Would the State agree to modifying contract language to provide that criminal background checks and other related recruitment expenses are passed through to the State?	Yes. These expenses are part of the pass through to the State.
Appendix H – Staffing Requirements	<ol style="list-style-type: none"> 1. Can you provide a list and description of the current positions at HHRTF and the FTEs for each position, and the current vacancies? 2. What are the current vacancy levels? 3. Can you provide salary information for the current employees? 	<ol style="list-style-type: none"> 1. See Appendix N - Current HHRTF Positions and Descriptions. 2. Admin 0%, Business Support 0%, IT 0%, Maintenance 0%, Healthcare 38%, RN's 34%, Program 29%, Security 25%, State Employees 20%. 3. The Department encourages Vendors to propose their most efficient staffing model. Additionally see, https://www.sos.nh.gov/sites/g/files/ehbemt561/files/inline-documents/sonh/12-gc-agenda-110222.pdf
Appendix I - Performance Metrics and Reporting Requirements	Appendix I lists the performance metrics and reporting requirements. Are the systems for data capture already in place? If not, is there data collection infrastructure in place or will it need to be created? If the systems need to be created will this be expected to be completed in the 90-day readiness period or is mutually agreeable timetable with a phased approach acceptable?	This is to be determined by the selected Vendor and expected to be completed in the 90-day readiness period or is mutually agreeable timetable with a phased approach acceptable
Appendix J – Organizational Chart	What is the current staffing structure?	See Appendix J – Organizational Chart which outlines Department positions and current Contractor positions.
General Question	What medical record system is in place now and do you anticipate that Hampstead will change systems during the initial contract period?	There is currently no medical record system in place at HHRTF. Vendors may propose under the Question 14.
General Question	Is the Department looking for bids from providers who are able to provide the full range of services, or might you be willing to accept bids from providers able to	The Department will review all responses received.

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



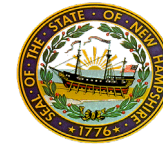
	offer parts of the overall services you are looking for	
General Question	What is the biggest opportunity for HHRTF program improvement?	The Department is looking for a vendor who can provide engaging, innovative programming which is fostered through a culture around the NH System of Care core values.
General Question	What are the biggest opportunities for program improvement?	For those kids waiting for placement, keeping them engaged with available and sufficient programming.
General Question	Children with behavioral health issues and trauma histories require consistent exercise. Is there a plan to install sound baffles in the gym as the sounds echoing in that space are intrusive and create an inability to hold normal conversations?	This is something in discussions at this time. We don't have a plan we can share yet but would look to work with the future vendor on the opportunities to improve this space.
Appendix A - P-37 General Provisions - Notice	Appendix A provides "Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract." Please confirm the "agreed to in writing" provision of the "Notice" provision mean that prior to signing the contract, the Department will inform Contractor which information (clearly identified as meriting protection) it acknowledges as private, confidential, or proprietary.	Yes.

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



<p>Appendix A - P-37 General Provisions - Section 3 - EFFECTIVE DATE/COMPL ETION OF SERVICES</p>	<p>Would the Department consider revising Paragraph 3, Subparagraph 3.2, Effective Date/Completion of Services, in its entirety and replace as follows:</p> <p>If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must use reasonable efforts to complete all Services by the Completion Date specified in block 1.7.</p>	<p>The Department will consider accepting this proposed change to the terms and conditions set forth in Paragraph 3. However, in doing so, the Department is not assenting to this proposed change or any other proposed change to Paragraph 3. The Department reserves the right to refuse any proposed changes to Paragraph 3.</p> <p>Subject to the foregoing, the Department will consider changing the language in Paragraph 3.3 from:</p> <p>"Contractor must complete all Services by the Completion Date specified in block 1.7"</p> <p>to</p> <p>"Contractor must use reasonable efforts to complete all Services by the Completion Date specified in block 1.7"</p>
<p>Appendix A - P-37 General Provisions - Section 5.2 - CONTRACT PRICE/PRICE LIMITATION/ PAYMENT</p>	<p>Would the Department consider revising Paragraph 5, Subparagraph 5.2</p> <p>The State shall have no liability to the Contract other than the contract price.</p>	<p>No.</p>

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



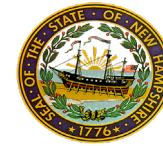
<p>Appendix A - P-37 General Provisions - Section 7.1 PERSONNEL</p>	<p>Would the Department consider revising Paragraph 7, Subparagraph 7.1, Personnel, in its entirety and replace as follows:</p> <p>7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor certifies that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.</p>	<p>The Department will not consider revising Paragraph 7.1 as requested because this proposed change is immaterial.</p>
<p>Appendix A - P-37 General Provisions - Section 7.2 PERSONNEL</p>	<p>Would the Department consider revising Paragraph 7, Subparagraph 7.2, Personnel, in its entirety and replace as follows:</p> <p>7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor's personnel who are engaged in the performance of Services shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.</p>	<p>No.</p>

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



<p>Appendix A - P-37 General Provisions - Section 8 - EVENT OF DEFAULT/RE MEDIES.</p>	<p>The Department’s default termination clause permits the Department to terminate the contract immediately for any deficiency that constitutes an event of default, such as failure to deliver reports. It also permits the withholding of all payments entirely until a default is cured, and the default must be cured within 30 days’ notice if the Department elects to provide notice rather than terminate.</p> <p>Would the Department consider modifying sections 8.2.1 through 8.2.4 as follows:</p> <ul style="list-style-type: none"> • Modify the notice period from 30 days to 60 days • Require payments of undisputed amounts and allow Contractor the opportunity to cure for any perceived default. • Allow Contractor a reciprocal right to terminate after a cure period in the event of the Department’s breach. 	<p>The Department will consider accepting this proposed change to the terms and conditions set forth in Paragraph 8. However, in doing so, the Department is not assenting to this proposed change or any other proposed change to Paragraph 8. The Department reserves the right to refuse any proposed changes to Paragraph 8.</p>
<p>Appendix A - P-37 General Provisions - Section 8 - EVENT OF DEFAULT/RE MEDIES.</p>	<p>Would the Department consider revising subparagraph 8.3 delete the following: In the event of any dispute hereunder, the interpretation of this Agreement by the Grant/Contracting Officer, and his/her decision on any dispute, shall be final.</p> <p>OR</p> <p>Revise 8.3 as follows: In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final for the State.</p> <p>The Contracting Officer specified in block 1.9, or his or her successor, shall be the State’s representative.</p>	<p>This provision is not in the P-37 General Provisions.</p>

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



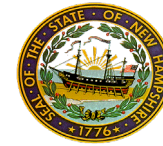
	<p>In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.</p>	
<p>Appendix A - P-37 General Provisions - Section 9 - TERMINATION</p>	<p>The Department specifies its right to terminate for convenience with 30 days' notice. Would the Department allow the Contractor a reciprocal right to terminate for convenience.</p>	<p>No.</p>

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



<p>Appendix A - P-37 General Provisions - Section 9.1 - TERMINATION</p>	<p>Would the Department consider revising Subparagraph 9.1 (a) – (c), under Paragraph 9, Termination, as follows:</p> <p>9.1(a) The Contractor may terminate the Agreement by providing the State with thirty (30) days advance written notice if the State fails to pay the undisputed amount of any expense report submitted by Contractor pursuant to Exhibit C within thirty (30) days after the date of the report; however, upon receipt of such notification the State has an additional twenty (20) days to make payment of undisputed amounts to avoid termination.</p> <p>9.1.(b) The Contractor may terminate this Agreement with thirty (30) days advance written notice (the “Notification Period”) if it makes a good faith determination that the fulfillment of its obligations under the Agreement or the continued performance of services hereunder: (i) has been or is reasonably likely to be adversely impacted by a shortage of supplies or a disruption to the supply chain, or personnel; or (ii) would adversely impact the ability of the Contractor to meet the needs of its own patients (each an “Adverse Impact”). Prompting following Contractor’s submission of such notice of termination, the Parties shall work together in good faith with the goal of mutually agreeing upon modifications to the scope of services and/or other obligations of Contractor under the Agreement to mitigate the Adverse Impact upon the Contractor during the Notification Period (“Workaround Plan”); provided,</p>	<p>The Department will consider accepting this proposed change to the terms and conditions set forth in Paragraph 9. However, in doing so, the Department is not assenting to this proposed change or any other proposed change to Paragraph 9. The Department reserves the right to refuse any proposed changes to Paragraph 9.</p>
---	---	--

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



	<p>however, that if the Parties are unable to mutually agree on a Workaround Plan within five (5) business days after Contractor provides written notice of termination to the Department as a result of an Adverse Impact, the Contractor may continue with exercising its option to terminate the Agreement.</p> <p>9.1(c) In the event that the Contractor makes a good faith determination that the fulfillment of its obligations under the Agreement or the continued performance of services hereunder would cause the Contractor to violate any requirements or standards of any government agency or accrediting body, the Contractor may terminate this Agreement upon written notice, and will provide as much prior notice to the Department as may be practicable under the circumstances.</p>	
--	---	--

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



<p>Appendix A - P-37 General Provisions - Section 9.2 - TERMINATION</p>	<p>Would the Department consider revising Paragraph 12, Assignment/Delegation/Subcontracts by adding subparagraph 12.3 as follows: Please delete Paragraph 9, Subparagraph 9.2, Termination, in its entirety and replace as follows: 9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than thirty (30) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within thirty (30) days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.</p>	<p>The Department will consider accepting this proposed change to the terms and conditions set forth in Paragraph 9. However, in doing so, the Department is not assenting to this proposed change or any other proposed change to Paragraph 9. The Department reserves the right to refuse any proposed changes to Paragraph 9.</p>
<p>Appendix A - P-37 General Provisions - Section 10.3 PROPERTY OWNERSHIP/ DISCLOSURE</p>	<p>Would the Department consider revising Paragraph 10, Subparagraph 10.3 to read as follows: Disclosures of data provided by the State requires prior written approval of the State.</p>	<p>The Department will consider accepting this proposed change to the terms and conditions set forth in Paragraph 10.3. However, in doing so, the Department is not assenting to this proposed change or any other proposed change to Paragraph 10.3. The Department reserves the right to refuse any proposed changes to Paragraph 10.3.</p>

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



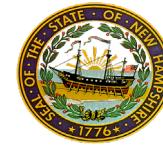
<p>Appendix A - P-37 General Provisions - Section 12.3 ASSIGNMENT/ DELEGATION/ SUBCONTRACTS</p>	<p>Would the Department consider revising Paragraph 12, Assignment/Delegation/Subcontracts by adding subparagraph 12.3 as follows:</p> <p>12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.</p>	<p>Yes.</p>
<p>Appendix A - P-37 General Provisions - Section 13 - INDEMNIFICATION</p>	<p>Would the Department consider the indemnification provision be made reciprocal. To this end, Vendor presents the following additional language to Section 13:</p> <p>As permitted by state law, the State shall indemnify and hold harmless the Vendor, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the Vendor, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the State, including but not limited to the negligence, reckless or intentional conduct. The Vendor shall not</p>	<p>No.</p>

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



	<p>be liable for any costs incurred by the State arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.</p>	
<p>Appendix A - P-37 General Provisions - Section 13 - INDEMNIFICATION</p>	<p>Would the Department consider revising Paragraph 13, Indemnification, in its entirety and replace as follows:</p> <p>13. CONTRACTOR LIABILITY. The Contractor is responsible and liable for any personal injury or property damages caused by its, its employees, agents, contractors and subcontractors' action or omission.</p> <p>OR</p> <p>Unless otherwise exempted by law (including, without limitation, those claims that shall be indemnified by the State in accordance with NH RSA Chapter 99-D), the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all third-party claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claim which arises out of (or which are claimed to arise out of) the</p>	<p>No.</p>

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



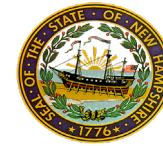
	<p>negligence or willful misconduct of Contractor's, or its personnel's, performance of the Services under this Agreement. In accordance with NH RSA Chapter 99-D, the State agrees to indemnify and hold harmless the Contractor and Contractor personnel, from and against any and all claims, liabilities and costs arising from services provided by Contractor, or Contractor personnel, provided, that, such claims, liabilities, or losses were not caused by the Contractor's, or Contractor personnel's, wanton or reckless acts. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.</p>	
<p>Appendix A - P-37 General Provisions - Section 14.1.2 - INSURANCE</p>	<p>Would the Department consider revising Paragraph 14, Subparagraph 14.1.2, Insurance, in its entirety and replace as follows:</p> <p>14.1.2. Professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 per annual aggregate.</p>	<p>Yes.</p>

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



<p>Appendix A - P-37 General Provisions - Section 14.2 - INSURANCE</p>	<p>Would the Department consider revising Paragraph 14, Subparagraph 14.2, Insurance, as follows: The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance and issued by insurers licensed in the State of New Hampshire or registered to conduct business in the State of New Hampshire.”</p>	<p>The Department will consider accepting this proposed change to the terms and conditions set forth in Paragraph 14.1. However, in doing so, the Department is not assenting to this proposed change or any other proposed change to Paragraph 14.1. The Department reserves the right to refuse any proposed changes to Paragraph 14.1.</p>
<p>Appendix A - P-37 General Provisions - Section 15.2 - WORKERS’ COMPENSATI ON</p>	<p>Would the Department consider revising the first sentence of Paragraph 15, Subparagraph 15.2, Workers’ Compensation, to read as follows: To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers’ Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement as required in N.H. RSA chapter 281-A. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers’ Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers’ Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers’ Compensation laws in connection with the performance of the Services under this Agreement.</p>	<p>No.</p>

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



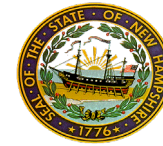
<p>Appendix A - P-37 General Provisions - Section 18 - AMENDMENT</p>	<p>Would the Department consider revising Paragraph 18, Amendment, in its entirety and replace as follows: 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy. In the event the State wishes to change the location(s) in which the services are performed by the Contractor hereunder, in whole or in part, the State shall provide Contractor with reasonable advance written notice of the same. Thereafter, the parties shall meet in good faith in order to mutually agree upon possible adjustments to the terms and conditions, if required, which shall be documented In the form of an amendment to this Agreement in accordance with this Section 18.</p>	<p>Yes.</p>
--	--	-------------

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



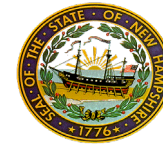
<p>Appendix A - P-37 General Provisions General Questions</p>	<p>What will the credits and copyrights provisions be in the resulting contract?</p>	<p>The credits and copyright ownership language is as follows, the Department may negotiate these provisions with the selected vendor.</p> <p>8.2. Credits and Copyright Ownership</p> <p>8.2.1. All documents, notices, press releases, research reports and other materials related to and resulting from the performance of the services of the Agreement shall include the following statement, “The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.”</p> <p>8.2.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.</p> <p>8.2.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:</p> <p>8.2.3.1. Brochures.</p> <p>8.2.3.2. Resource directories.</p> <p>8.2.3.3. Protocols or guidelines.</p> <p>8.2.3.4. Posters.</p> <p>8.2.3.5. Reports.</p> <p>8.2.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.</p>
<p>Appendix A - Exhibit E, DHHS</p>	<p>Will the Department consider revisions to the DHHS Information Security Agreement?</p>	<p>Yes.</p>

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



Information Security Requirements		
Appendix A - Exhibit F, Business Associate Agreements	Will the vendor have to sign the Business Associate Agreement?	The selected Vendor will be considered a business associate for the State.
Appendix A - Exhibit F, Business Associate Agreements	<p>Would the Department consider revising Section (3), Subsection (3)b., Obligations and Activities of Business Associate as follows?</p> <p>The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:</p> <ul style="list-style-type: none"> o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification; o The unauthorized person used the protected health information or to whom the disclosure was made; o Whether the protected health information was actually acquired or viewed o The extent to which the risk to the protected health information has been mitigated. <p>The Business Associate shall complete the risk assessment within five (5) business days of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.</p>	<p>The Department can accept:</p> <p>The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:</p> <ul style="list-style-type: none"> o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification; o The unauthorized person used the protected health information or to whom the disclosure was made; o Whether the protected health information was actually acquired or viewed o The extent to which the risk to the protected health information has been mitigated.

**New Hampshire Department of Health and Human Services
Behavioral Health Services for Hampstead Hospital and Residential Treatment Facility**



<p>Appendix A - Exhibit F, Business Associate Agreements</p>	<p>Would the Department consider revising Section (3), Subsection (3) k., Obligations and Activities of Business Associate as follows?</p> <p>In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.</p>	<p>Yes.</p>
--	--	-------------