



Jeffrey A. Meyers
Commissioner

Lori A. Shibinette
Chief Executive Office

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL

36 CLINTON STREET, CONCORD, NH 03301-3857
603-271-5300 1-800-852-3345 Ext. 5300
Fax: 603-271-5395 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

July 12, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Behavioral Health, New Hampshire Hospital (NHH) to enter into a memorandum of understanding with two massage therapists; at a price limitation not to exceed \$2,500 each per fiscal year per therapist, for a total of \$15,000, effective as of date of Governor and Executive Council approval or date of execution of the Agreement attached, whichever is later, through June 30, 2021. 21% Federal Funds, 45% Other Funds and 34% General Funds.

Funds are available in the following account in State Fiscal Year 2019, and are anticipated to be available in State Fiscal Year 2020 and 2021 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office without approval from the Governor and Executive Council, if needed and justified.

05-95-94-940010-8750 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: NEW HAMPSHIRE HOSPITAL, ACUTE PSYCHIATRIC SERVICES

Class/Object	Class Title	Activity Code	SFY 2019	SFY 2020	SFY 2021	Estimated Total
101/500731	Medical Payments to Providers	94057300	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000

EXPLANATION

An RFA was issued and posted on DHHS's website from April 27, 2018 through June 29, 2018. No bidders were interested in the offer due to the extensive requirements of a contract and the minimal contract value. The Department wishes to enter into Agreements with two massage therapists. In the event that additional needs are identified, the Department will bring any additional requests to Governor & Executive Council.

Massage Therapy is a technique used at NHH for up to five patients a week who would benefit the most from a 15 minute session. The therapy has been shown to reduce stress, anxiety, muscle tension, ease symptoms of depression, promote relaxation, and help patients sleep better. In the absence of this therapy, some patients will require higher doses of medications and longer stays at NHH. A template of the Memorandum of Understanding has been attached to this request. The template has been reviewed and approved by the Attorney General's office in the amount of \$15,000 for three years, \$2,500 per year per therapist.


Should the Governor and Executive Council not authorize this request, patient healing could take longer and delay the patient transition to the community.

Area served: Patients at Acute Psychiatric Services of NHH.

Source of Funds: 21% Federal Funds (FAIN#1705NH5MAP), 45% Other Funds (provider fees) and 34% General Funds.

Should Federal Funds become not available; additional General Funds will not be requested.

Respectfully submitted,



Lori A. Shibinette
Chief Executive Officer, NHH

Approved by:



Jeffrey A. Meyers
Commissioner



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Commissioner

Lori A. Shibinette
Chief Executive Officer

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Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "Agreement") dated this ____ day of ____, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or the "Department"), on behalf of New Hampshire Hospital (hereinafter referred to as "NHH"), and _____, (hereinafter referred to as "the Contractor"), a licensed massage therapist with a place of business at _____. This Agreement will be effective upon Governor & Executive Council approval through June 30, 2021, and may be terminated by either party, with written notice sixty (60) days prior to the termination date.

WHEREAS, the Department desires to enter into an Agreement to receive services for massage therapy services for up to \$2,500 per fiscal year, with the authority to adjust amounts between State Fiscal Years if needed and justified; and

WHEREAS, the Contractor is desirous of providing such massage therapy services in accordance with the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES

- 1.1. The Contractor shall provide massage therapy services to clients at New Hampshire Hospital in accordance with the provisions below.
- 1.2. The Contractor must be a licensed massage therapist in the State of New Hampshire.
- 1.3. The Contractor shall accept clients referred by New Hampshire Hospital.
- 1.4. The Contractor shall provide massage therapy to clients as prescribed by New Hampshire Hospital's Medical Staff ("Medical Staff"), up to the total number of sessions prescribed.
- 1.5. The Contractor shall provide massage therapy to clients to:
 - 1.5.1. relieve stress and/or anxiety;
 - 1.5.2. relieve pain;
 - 1.5.3. help rehabilitate injuries;
 - 1.5.4. improve circulation;
 - 1.5.5. increase relaxation; and

- 1.5.6. aid in the general wellness of clients.
- 1.6. The Contactor shall provide a report on forms provided by New Hampshire Hospital at the conclusion of the session to the Medical Staff, which includes at a minimum:
 - 1.6.1.1. client name;
 - 1.6.1.2. client medical record number;
 - 1.6.1.3. date;
 - 1.6.1.4. time;
 - 1.6.1.5. duration of therapy;
 - 1.6.1.6. description of the treatment;
 - 1.6.1.7. response to treatment;
 - 1.6.1.8. client's progress; and
 - 1.6.1.9. therapist's signature and legibly printed name.
- 1.7. Should the Contractor wish to provide additional services beyond the previously approved consult terms, the Contractor shall initiate a verbal request to New Hampshire Hospital's Rehabilitation Staff ("Rehabilitation Staff") to secure an order from the Medical Staff for a set number of additional therapeutic sessions beyond the number specified in the initial order. This order must be approved prior to any additional services being provided beyond the previously approved consult terms. Failure to obtain prior approval for extended services will result in forfeiture of agreed upon payment for the unapproved sessions.
- 1.8. The Contractor shall safeguard the confidentiality of clients' identities and information in all conversations and any and all other matters, unless disclosure of identifiable information is requested by the client in writing, is medically necessary, or is required by law.
- 1.9. The Contractor shall comply with all state and federal laws, and state administrative rules relating to patient confidentiality.
- 1.10. Any Contractor-maintained reports and any communication with clients shall comply with New Hampshire Hospital's confidentiality practices and policies.
- 1.11. The Contractor shall undergo a Criminal Background check, at his or her expense, and submit the results to New Hampshire Hospital's Director of Rehabilitation within thirty (30) days of the contract effective date, or upon request by the Department.
- 1.12. The Contractor shall provide proof of health precautionary measures within ten (10) business days of execution of this Agreement to New Hampshire Hospital's Director of Rehabilitation in accordance with the Centers for Disease Control and Prevention (CDC) Advisory Committee on Immunization Practices (ACIP) and the Healthcare Infection Control Practices Advisory Committee's (HICPAC) recommendations for the immunization of healthcare workers, which includes proof of:
 - 1.12.1. Tuberculosis screening results-dated within the last year prior to beginning of contract;
 - 1.12.2. Hepatitis B vaccination or immunity initiation;
 - 1.12.3. Immunity to measles, mumps, rubella, and chickenpox;

Contractor Initials _____
Date _____

- 1.12.4. Influenza vaccination during influenza season if not contraindicated; and
- 1.12.5. Tetanus, Diphtheria, and Pertussis (TDaP) vaccination within the past 10 years.

1.13. The Contractor shall complete a required orientation of New Hampshire Hospital's policies and safety requirements and any New Hampshire Hospital-provided continuing education classes thereafter, at the discretion of New Hampshire Hospital. Classes include:

- 1.13.1. Boundaries (2 Hours)
- 1.13.2. Cultural Awareness (2 Hours)
- 1.13.3. Rehab Orientation (1-2 Hours)
- 1.13.4. Cues to Crisis (2-4 Hours)
- 1.13.5. Infection Control (1 Hours)
- 1.13.6. Fire Safety (30 minutes)

2. APPLICANT MINIMUM REQUIREMENTS

2.1. License/Certification:

- 2.1.1. A current and valid Massage Therapist license in the State of New Hampshire.
- 2.1.2. The Contractor shall, at its sole expense, obtain and maintain in force comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

2.2. Knowledge & Experience:

- 2.2.1. Two years of experience as a licensed massage therapist.
- 2.2.2. Demonstration of knowledge in multiple massages therapy techniques, good therapeutic boundaries and experience working with individuals with mental illness or cognitive disability.

3. FEE SCHEDULE & PAYMENT CONDITIONS

3.1. The Contractor shall be reimbursed for services not to exceed \$2,500 per State Fiscal Year at the following rates for up to 5 clients per week.

- 3.1.1. 15 minutes of massage: \$15.00
- 3.1.2. 1.25 hour of massage: \$75.00
- 3.1.3. Required education/training/orientation hourly rate: \$25.00
- 3.1.4. Additional time may be available upon approval by the Rehabilitation Director or designee based on the rate in section 3.1.1 of this Agreement not to exceed the agreed \$2,500 limitation.

3.2. Payment for said services shall be made as follows:

Contractor Initials _____
Date _____

3.2.1. The Contractor shall submit an invoice by the tenth business day following the end of each month for services provided in the prior month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

3.2.2. The invoice must be submitted to:
NHH Accounts Payable
Department of Health and Human Services
36 Clinton Street
Concord, NH 03301

3.3. The Contractor shall include on the invoice the current date, the client's name, date of services, number of hours worked, and a description of the massage therapy services provided to the patient.

4. CONFIDENTIALITY REQUIREMENTS

4.1. The Contractor agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA; Pub. L. 104-191, 110 Stat. 1936 (1996)) and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, applicable to business associates. Business associate shall mean the Contractor and agents of the Contractor that receive, use, or have access to protected health information under this Agreement.

4.2. Comply with Section 1.8 through 1.10 above.

5. ASSIGNMENT/DELEGATION/SUBCONTRACTS

5.1. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

6. LANGUAGE ASSISTANCE SERVICES

6.1. Whereas all services provided within the scope of this Agreement will be conducted within the NHH Acute Psychiatric Services building on the campus of the State Office Park South, any persons with limited English proficiency and/or hearing impairment will be offered services as available to all clients of the Department of Health and Human Services.

7. RIGHT OF TERMINATION

7.1. Any one of the following acts or omissions of the Contractor shall constitute an "Event of Default":

7.1.1. Failure to perform the Services satisfactorily or on schedule;

7.1.2. Failure to submit any reports required in this Agreement;

7.1.3. Failure to perform any other covenant, term, or condition of this Agreement.

7.2. Upon the occurrence of any Event of Default, the Department may take any one of the following actions:

Contractor Initials _____
Date _____

- 7.2.1. Give the Contractor a written notice specifying the Event of Default, and requiring it to be remedied within thirty (30) days from the date of the notice; and if the Event of Default is not remedied timely, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination.
- 7.2.2. Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and order that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 7.2.3. Set off against any other obligation the State may owe the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 7.2.4. Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

7.3. This Agreement may be voided by any of the signing parties with a sixty (60) day notice in writing.

8. CONDITIONAL NATURE OF AGREEMENT

- 8.1. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part under this Agreement are contingent upon the continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination.

9. INDEMNIFICATION

- 9.1. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (of which may be claimed to arise out of) the acts or omissions of the Contractor. 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.

Contractor Initials _____
Date _____

New Hampshire Hospital:

Lori Shibinette, CEO, NHH

Date: _____

Massage Therapist/Contractor:

Signature

Date

Print Authorized Name: _____

Print Title, Department: _____

Contractor Initials _____
Date _____