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State of New Hampshire

DEPARTMENT OF HEALTH AND HUMAN SERVICES
129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 FAX: 603-271-4912 TDD ACCESS RELAY NH 1-800-735-2964

JEFFREY A. MEYERS
COMMISSIONER

August 19, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into an agreement with Mary Hitchcock Memorial Hospital (a component of Dartmouth-Hitchcock), (Vendor #177160) of One Medical Center Drive, Lebanon, New Hampshire, 03756 to provide Physician Clinical and Administrative Services to meet the specialized health and related clinical and administrative needs of the residents of the State of New Hampshire in an amount not to exceed $36,554,042 effective November 1, 2016, or upon Governor and Executive Council approval, whichever is later, through June 30, 2019. This contract includes renewal options for up to two (2) three year periods, subject to Governor and Council approval. The funding for this contract will be from the following sources:

- 40% Other Funds (Medicare, Medicaid & third party insurance);
- 28% Federal Funds from the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Code of Federal Domestic Assistance Number (CFDA) 93.778; and
- 32% General Funds.

Funds to support this request are available in the following accounts for State Fiscal Years 2017, 2018, and 2019, with authority to adjust encumbrances in the State Fiscal Year through the Budget Office, if needed and justified without further approval from Governor and Executive Council:

05-95-48-481010-33170000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT-SMPP

Fiscal Year	Class/Account	Class/Title	Activity Code	Current Modified Budget
2017	102-500731	Contracts for Program Services	48130284	$21,000
2018	102-500731	Contracts for Program Services	48130284	$28,153
2019	102-500731	Contracts for Program Services	48130284	$29,199
			Sub-Total	**$78,352**

05-95-42-421510-79150000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: SUNUNU YOUTH SERVICE CENTER, HEALTH SERVICES

Fiscal Year	Class/Account	Class/Title	Activity Code	Current Modified Budget
2017	102-500730	Medical Payments to Providers	42151501	$325,491
2018	102-500730	Medical Payments to Providers	42151501	$392,391
2019	102-500730	Medical Payments to Providers	42151501	$407,002
			Sub-Total	**1,124,884**

05-95-47-470010-79370000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS:OFC OF MEDICAID & BUS. PLCY, OFF. OF MEDICAID & BUS. POLICY, MEDICAID

Fiscal Year	Class/Account	Class/Title	Activity Code	Current Modified Budget
2017	102-500731	Contracts for Program Services	47000021	$278,300
2018	102-500731	Contracts for Program Services	47000021	$374,358
2019	102-500731	Contracts for Program Services	47000021	$388,407
			Sub-Total	**$1,041,065**

05-95-94-940010-87500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ACUTE PSYCHIATRIC

Fiscal Year	Class/Account	Class/Title	Activity Code	Current Modified Budget
2017	102-500731	Contracts for Program Services	494058000	$8,407,616
2018	102-500731	Contracts for Program Services	494058000	$11,471,661
2019	102-500731	Contracts for Program Services	494058000	$11,862,758
			Sub-Total	**$31,742,035**

05-95-94-940010-87500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, BEHAVIORAL HEALTH

Fiscal Year	Class/Account	Class/Title	Activity Code	Current Modified Budget
2017	102-500731	Contracts for Program Services	494058000	$351,661
2018	102-500731	Contracts for Program Services	494058000	$477,825
2019	102-500731	Contracts for Program Services	494058000	$494,500
			Sub-Total	**$1,323,986**

05-95-94-940010-87500000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, GLENCLIFF

Fiscal Year	Class/Account	Class/Title	Activity Code	Current Modified Budget
2017	102-500731	Contracts for Program Services	494058000	$114,511
2018	102-500731	Contracts for Program Services	494058000	$152,935
2019	102-500731	Contracts for Program Services	494058000	$158,555
			Sub-Total	**$426,001**

05-95-93-930010-51910000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, SPECIAL MEDICAL SERVICES

Fiscal Year	Class/Account	Class/Title	Activity Code	Current Modified Budget
2017	561-500911	Specialty Services	93001000	$20,000
2018	561-500911	Specialty Services	93001000	$30,000
2019	561-500911	Specialty Services	93001000	$30,000
			Sub-Total	**$80,000**

05-95-93-930010-59470000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, PROGRAM SUPPORT

Fiscal Year	Class/Account	Class/Title	Activity Code	Current Modified Budget
2017	102-500731	Contracts for Program Services	93005947	$93,096
2018	102-500731	Contracts for Program Services	93005947	$119,981
2019	102-500731	Contracts for Program Services	93005947	$125,376
			Sub-Total	**$338,453**

05-95-93-930010-59470000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF HHS: DEVELOPMENTAL SERV DIV OF, DIV OF DEVELOPMENTAL SVCS, PROGRAM SUPPORT

Fiscal Year	Class/Account	Class/Title	Activity Code	Current Modified Budget
2017	103-502664	Contracts for Operational Svcs	93015947	$106,480
2018	103-502664	Contracts for Operational Svcs	93015947	$143,673
2019	103-502664	Contracts for Operational Svcs	93015947	$149,113
			Sub-Total	**$399,266**

EXPLANATION

The purpose of this request is to provide physician clinical and administrative services to specific populations served by the Department. The services identified will be provided across the following seven service areas:

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

Presently, the Department, contracts with an academic medical center to meet the specialized health, clinical, and administrative needs identified in these service areas. Clinical focus areas include the provision of psychiatric care at New Hampshire Hospital, clinical and administrative leadership to the State's Medicaid program, and clinical leadership to behavioral health services. In addition, the Department receives physician consultation services in the area of elderly and adult services, juvenile justice services, and developmental services for children and adults.

Service Area #1 – New Hampshire Hospital

The Contractor will provide the Department, through a Chief Medical Officer, in collaboration with the Hospital's Chief Executive Officer, clinical and administrative services to best meet the evolving needs of New Hampshire residents with mental illness. This will include staffing of the newly opened Inpatient Stabilization Unit (ISU) as well as staffing for adult units, the Anna Philbrook Center for children, and the Geropsychiatry Unit. Additionally, the Contractor will work with the Department to continue to maintain and develop an applied research and evaluation capacity which shall identify and address medical research issues relative to the Department's mission. The Contractor will also provide the necessary physician and allied health care personnel, including staff certified in addiction treatment, required to deliver quality health services to patients at New Hampshire Hospital. The services provided are intended 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 continue to be emphasized.

Service Area #2 – Glencliff Home

The Department operates the Glencliff Home to provide a continuum of services for New Hampshire's developmentally disabled, and/or mentally ill population in a home-like setting, with an emphasis on independence, dignity, and acceptance. The Contractor will provide the Department, through the expertise a Medical Director, direct psychiatric services, treatment, and associated services to all residents of the Glencliff Home. The Medical Director will serve other functions including, but not limited to, oversight of physicians, as well as other administrative duties, including review of medication use for compliance with federal law and serving as the liaison with other healthcare organizations.

Service Area #3 – Medicaid

The Department is responsible for the administration of the Medicaid medical assistance program and is dedicated to the identification of New Hampshire's health care needs through the assessment and implementation of health care and social services delivery systems. To assist the Department in the furtherance of these responsibilities, the Contractor will provide the services of a full time Chief Medical Officer. The Chief Medical Officer's responsibilities will include developing strategic clinical relationships with physicians as well as growing partnerships with academic institutions and federal agencies with a focus on quality improvement and the implementation of federal health care reforms. Additionally, the Chief Medical Officer will provide medical oversight of the state's publicly funded health insurance programs, assist in making policy decisions, and shape administrative planning strategies to enhance the operating efficiency of Medicaid and related healthcare initiatives across the state.

Service Area #4 – Children, Youth, and Families

The Department is responsible for providing supervision and rehabilitative services to youth adjudicated under state law as delinquent or as children in need of services (CHINS). The Department provides supervision, case management, and an array of rehabilitative services to youth through its staff of Juvenile Probation and Parole Officers (JPPOs) and a network of community based providers. In order to provide additional clinical expertise to the Department, the Contractor will provide the services of a full-time psychiatrist to provide psychiatric services to youth served by the Department. The psychiatrist will provide treatment planning oversight, clinical consultations, and assessments to treatment coordinators and JPPOs as well as providing psychiatric evaluations and direct care to youth served by the Department. Additionally, the psychiatrist will provide program development at the Sununu Youth Services Center (SYSC) and foster improved interagency collaboration between Juvenile Justice Services, area mental health agencies, and New Hampshire Hospital to enhance mental health services for adjudicated youth.

Service Area #5 – Behavioral Health

Through its integrated behavioral health services, the Department promotes respect, recovery, and full community inclusion for adults who experience a mental illness and children with emotional disturbances. The Department, through its behavioral health program, seeks to sustain the development and implementation of evidence based practices through the provision of technical assistance and training made possible through this contract, as well as through state and federal grant opportunities. The Contractor will provide the personnel needed to help the Department achieve positive outcomes for individuals served by the behavioral health program. Personnel include a Medical Director who will provide direction and expertise on key policy initiatives as well as evidence-based practices training consultants who will provide support in sustaining and fostering continuous quality improvement of the evidence-based practices that are implemented across the New Hampshire Community Mental Health Centers system.

Service Area #6 – Elderly and Adult Services

A critical component of the Department's statewide delivery system is its community-based provider network. The Department coordinates long-term care support services through contracts at the local level, thus reflecting the commitment of the Department to strengthen the autonomy of local communities and to direct resources to where they are needed most. In order to assist the Department in the provision of social and long-term supports to adults aged 60 and older and to adults between the ages of 18 and 60 who have a chronic illness or disability, the Contractor will provide the services of a Medical Director. The Medical Director will assist in the planning and direction of the Department's policies and programs for the purpose of sustaining and improving the quality of services for those elderly and adults served by the Department.

Service Area #7 – Developmental Services

The developmental services system offers individuals with developmental disabilities and acquired brain disorders a wide range of supports and services through partnerships with community based service networks developed through the leadership and oversight of the Department. The Contractor will provide the services of a Medical Director who will provide psychiatric consultation services as well as expert guidance and training to the Department's developmental services staff. The Contractor will also provide the services of two Developmental Services Interdisciplinary Clinic Teams with the clinical expertise needed to conduct evaluations of both adults and children with developmental disabilities and acquired brain injuries. These evaluations will be conducted based on referrals from Area Agencies.

The Contractor was selected through a competitive bidding process. The Department published a Request for Proposals for Physician Clinical and Administrative Services (RFP-2017-OCOM-01-PHYSI) on the Department of Health and Human Services website on February 25, 2016, and also notified several potentially interested vendors of the release. The Department received one proposal in response. The proposal was evaluated and scored by a team of individuals with comprehensive knowledge of the service areas addressed in the RFP. Based on this evaluation, the Department selected Mary Hitchcock Memorial Hospital to provide these services. The proposal summary score sheet is attached.

Should the Governor and Executive Council determine to not authorize this request the Department will be severely limited in its ability to provide essential services in the service areas identified above, thereby putting at risk many of the State's most vulnerable residents.

Area Served: Statewide

- Source of Funds: 40% Other Funds (Medicare, Medicaid & third party insurance);
- 28% Federal Funds from the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Code of Federal Domestic Assistance Number (CFDA) 93.778; and
- 32% General Funds.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this contract.

Respectfully submitted,

Approved by:
Jeffrey A. Meyers
Commissioner

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Physician Clinical and Administrative Services
RFP Name

RFP-2017-OCOM-01-PHYSI
RFP Number

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Mary Hitchcock Memorial Hospital	Pass	1000	857
2. 0		1000	0
3. 0		1000	0
4. 0		1000	0
5. 0		1000	0
6. 0		1000	0
7. 0		1000	0

Reviewer Names

1. Katie Dunn, Director OMBP, Deputy Commissioner
2. Michele Harlan
3. Diane Langley
4. Bob MacLeod, CEO NH Hospital
5. Dawn Touzin, DHHS, Department Controller
6.
7.
8.
9.

Subject: Physician Clinical and Administrative Services/RFP-2017-OCOM-01-PHYSI-01

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.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name<br~~Mayr~~ Mary Hitchcock Memorial Hospital		1.4 Contractor Address One Medical Center Drive, Lebanon, New Hampshire 03756	
1.5 Contractor Phone Number 603-650-7815	1.6 Account Number	1.7 Completion Date June 30, 2019	1.8 Price Limitation $36,554,042
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature MD		1.12 Name and Title of Contractor Signatory Robert Greene, MD EVP Chief population Health Management officer	

1.13 Acknowledgement: State of New Hampshire County of Grafton

On August 9, 2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Laura K. Rogers - Notary Public

1.14 State Agency Signature Date: 8/19/16	1.15 Name and Title of State Agency Signatory Katja S. Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Megan A. Yeoler Attorney On: 8/19/16

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 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 complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, 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. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants 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.
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 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

Contractor Initials RAL
Date 8/18/2016

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering 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;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) 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 A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. 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.

13. INDEMNIFICATION. 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 (or 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. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 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.

Contractor Initials RM
Date 8/18/2016

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 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. 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.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials RAL
Date 8/18/2016

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2. Scope of Services

2.1. 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 below and as described herein:

2.1.1. Service Area #1 – New Hampshire Hospital (NHH)

2.1.2. Service Area #2 – Glencliff Home

2.1.3. Service Area #3 – Medicaid

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

2.1.5. Service Area #5 – Behavioral Health

2.1.6. Service Area #6 – Elderly and Adult Services

2.1.7. Service Area #7 – Developmental Services

2.2. General Requirements Applicable to All Service Areas

2.2.1. 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.

2.2.2. 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.

2.2.3. 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.

2.2.4. 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.

2.3. Specific Service Requirements for Service Area #1 – New Hampshire Hospital

2.3.1. Chief Medical Officer's Administrative/Clinical Responsibilities

2.3.1.1. Subject to (1) the statutory authority of the DHHS Commissioner or designee, and (2) the authority of the NHH CEO (NHH CEO) with respect to administrative/clinical matters, the Chief Medical Officer shall be responsible for the following:

a. To coordinate with the NHH CEO 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 CEO 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, TJC 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 of NHH policy or NHH Medical Staff Organization bylaws;
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 CEO 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 an ex officio non-voting member of the Executive Committee of the Medical Staff Organization of NHH who represents the NHH CEO;
l. To participate with the NHH CEO 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 CEO;
n. To establish, subject to the NHH CEO 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.

2.3.2. Associate Medical Director Responsibilities

2.3.2.1. Subject to (1) the statutory authority of the DHHS Commissioner or designee, and (2) the authority of the NHH CEO 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 NHH CEO 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. Serves in the capacity of the chief medical officer during his/her absence;
c. 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;
d. 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;
e. 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 CEO as to the Department's satisfaction with the services provided by any such individual under review;

f. 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, TJC 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 of NHH policy or Medical Staff Organization bylaws;
g. To comply with all applicable performance standards set forth in this contract pertaining to staff psychiatrists;
h. To provide consultation to DHHS relative to the development of the State mental health service system;
i. 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;
j. To report to the NHH Chief Medical Officer and to the CEO 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;
k. To participate as a member of the NHH's Administrative Executive Committee;
l. In the absence of the Chief Medical Officer, participates as an ex officio non-voting member of the Executive Committee of the Medical Staff Organization of NHH representing the NHH CEO;
m. To participate with the NHH Chief Medical Officer and the NHH CEO in the development of the clinical budget of NHH;
n. To participate in the recruitment of other clinical DHHS personnel, upon the request of the NHH CEO;
o. To assist in establishing, subject to the NHH Chief Medical Officer and NHH CEO approval, an employment schedule for all clinical personnel employed by the Contractor to provide services at NHH; and
p. To assist the NHH Chief Medical Officer and the NHH CEO with the clinical supervision and education of all other clinical staff at NHH; and
q. To provide clinical coverage as necessary and to the extent possible when there are vacancies with the staff psychiatrists or advanced psychiatric nurse practitioners.

2.3.3. General Psychiatrist Responsibilities

2.3.3.1. The following responsibilities are applicable to all psychiatrists the Contractor provides to NHH under this contract. Staff psychiatrists shall be responsible for the following:

a. 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;
b. Maintaining and directing a clinically appropriate treatment plan for assigned cases in concert with the multidisciplinary staff consistent with NHH norms;
c. Determination, consistent with RSA 135-C, of the appropriateness of admissions, transfers and discharges;
d. Participation with other staff physicians, the NHH Chief Medical Officer, and the Associate Medical Director to provide on-call after hours coverage and serve as on-site, after hours coverage, on a 24-hour a day, 7-day a week, year round basis when necessary as determined by the NHH CEO, the NHH Chief Medical Officer, and/or the Associate Medical Director;
e. Participation in research and education activities consistent with the mission of NHH and subject to the approval of the NHH CEO;
f. Participation in the Medical Staff Organization and other administrative committees of NHH, assigned committees and task forces;
g. Performance of medical/psychiatric consultation on patients from facilities other than NHH, consistent with current NHH policy;
h. Timely completion of all necessary documentation as required by TJC and CMS standards;
i. Responsibility for completing NHH's Incident Reports in compliance with NHH policy;
j. Completion of all medical record documentation in the timeframes required by the NHH's Policy and Procedure "Medical Record Documentation" and other relevant policies and procedures, including ongoing and timely documentation of clinical care regarding medical necessity, including daily progress notes to document and support medical necessity;
k. Adherence to all NHH policies, including, but not limited to policies on Medical Records Documentation and Progress Notes;
l. Ensuring that documentation is consistent with normative data collected by the NHH compliance officer and NHH utilization review manager;
m. Provision of other services as required, which are consistent with the mission of NHH and the intent of this contract;
n. Appearing and testifying in all court and administrative hearings as required by the Department;
o. 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;

p. Meaningfully participating in utilization review processes, including appeals and other processes, as required by the NHH Chief Medical Officer, the Associate Medical Director, and the NHH CEO; and

q. 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.

2.3.3.2. All psychiatrists shall provide services on a full-time basis, and limit their practice to treating NHH patients only.

2.3.3.3. 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 CEO, but only if said duties do not, in the sole judgment of the NHH CEO, interfere with the psychiatrists' duties at the NHH.

2.3.3.4. For subsection 2.3.3.2., 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.

a. Said minimum hours must be satisfied through hours devoted to clinical activities onsite at NHH. Psychiatrists may be permitted, subject to prior notice and the approval of both the Chief Medical Officer and the NHH CEO; 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 CEO that time spent devoted to educational or research activities furthers the mission and goals of NHH.

2.3.3.5. Notwithstanding the foregoing allowance for educational or research activities specified in subsection 2.3.3.4.a., 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.

2.3.4. Residents/Post Graduate Fellows Responsibilities

2.3.4.1. The responsibilities of all residents and post graduate fellows (PGY) shall be outlined, monitored, and reviewed by the Chief Medical Officer or the Associate Medical Director, and the appropriate attending psychiatrist.

2.3.4.2. Responsibilities for Residents/Post Graduate Fellows 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 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 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. Fellows shall provide coverage for the entire calendar year.

c. Geropsychiatry Fellow – 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 – This program shall begin in SFY 2018. The Contractor shall ensure that the Fellow is an integral part of an approved fellowship program in public sector psychiatry. 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.

2.3.5. Psychiatric Advanced Practice Registered Nurses (APRN) Responsibilities

2.3.5.1. Psychiatric Advanced Practice Registered Nurses 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.

2.3.5.2. 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.

2.3.5.3. 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.

2.3.5.4. APRNs shall provide the same level of documentation as required of psychiatrists as outlined in subsection 2.3.3.1.

2.3.6. NHH Research Manager Responsibilities

2.3.6.1. The Research Manager shall be responsible for assisting in the development and management of all research at NHH. 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.

2.3.6.2. 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.

2.3.6.3. The Research Manager shall serve 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.

2.3.7. After Hours Coverage

2.3.7.1. The Contractor shall provide on-call after-hours coverage, 24 hours per day, 7 days per week, year round. Coverage shall be provided by one or more full-time psychiatrists 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.

2.3.7.2. 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 three 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 specified herein at section 4. Performance Standards and Outcomes.

2.3.8. Applied Clinical Research

2.3.8.1. The Contractor, working jointly with DHHS, shall identify and perform applied clinical research for the purpose of advancing the goals of the public mental health services system. All clinical research projects shall be approved by DHHS in advance. This shall 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.

2.3.9. Additional Requirements

2.3.9.1. The Contractor shall provide 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.

2.3.9.2. At the direction of the NHH CEO, Contractor staff may be assigned to conduct telepsychiatry or offsite consultation not arising from the clinical operation and administration of New Hampshire Hospital or any other public health or clinical service offered by the Department. Contractor staff assigned to telepsychiatry shall have professional malpractice insurance in effect in an amount satisfactory to the Department. The Contractor shall be responsible for ensuring that staff members have malpractice insurance in effect and in amounts satisfactory to DHHS.

2.4. Specific Service Requirements for Service Area #2 – Glencliff Home

2.4.1. General Requirements

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

2.4.2. Medical Director Responsibilities

2.4.2.1. The Contractor shall provide a geropsychiatrist to serve as the Medical Director. The Medical Director shall be responsible for the following:

a. Coordination of all medical care and 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 that reflect current standards of practice; 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 or Dartmouth-Hitchcock Medical Center, when a Glencliff Home resident is receiving services at another healthcare institution; and
f. Provide the applicable services as described herein at subsection 2.3.3.1. and its subparagraphs.

2.5. Specific Service Requirements – Service Area #3 – Medicaid

2.5.1. Department of Health and Human Services Chief Medical Officer Responsibilities

2.5.1.1. The Contractor shall provide for the term of the contract, the full-time services of a designated physician, to serve as the Department's Chief Medical Officer.

2.5.1.2. For the Chief Medical Officer, the term "full-time" shall mean that the Chief Medical Officer 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.

2.5.1.3. The Chief Medical Officer shall maintain regular office hours consistent with DHHS' regular business hours for senior executive team members. The Contractor shall ensure that the Chief Medical Officer 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.

2.5.1.4. The Chief Medical Officer 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.

2.5.1.5. The Contractor shall ensure that any out of state travel for conferences and/or trainings for the Chief Medical Officer shall be subject to the prior approval of the DHHS Designee.

2.5.1.6. The Chief Medical Officer'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 Chief Medical Officer utilizes DHHS-provided information and technology resources consistent with applicable State policies.

2.5.1.7. The Chief Medical Officer 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.

2.5.1.8. The responsibilities of the Chief Medical Officer 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 and serving as DHHS designee for any committees, boards, and commissions 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.

2.5.1.9. Additionally, the Chief Medical Officer 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.

2.5.1.10. The Chief Medical Officer shall also provide executive team office coverage as needed and requested by the DHHS Designee.

2.6. Specific Service Requirements – Service Area #4 – Children, Youth and Families

2.6.1. DCYF Staff Psychiatrist Responsibilities

2.6.1.1. 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 service area. 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.

2.6.1.2. 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.

2.6.1.3. The Staff Psychiatrist shall maintain regular office hours consistent with those of DHHS senior executive team members.

2.6.1.4. 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.

2.6.1.5. 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.

2.6.1.6. 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.

2.6.1.7. 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.

2.6.1.8. 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

2.6.1.9. The Contractor shall work directly with the DHHS designee for the Sununu Youth Services Center (SYSC), and shall ensure the following services are provided by the Staff Psychiatrist under the contract:

a. Provide medical and psychiatric services at 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.

2.7. Specific Service Requirements – Service Area #5 – Behavioral Health

2.7.1. Medical Director Responsibilities

2.7.1.1. 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:

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

2.7.1.2. The Medical Director shall be available on-site, at a DHHS designated location, for twenty (20) hours per week to provide services to the Behavioral Health service area. The Medical Director shall be available via telephone, email, and in person by appointment during that time.

2.7.1.3. The Medical Director shall, in collaboration with the DHHS designee be responsible for the following:

a. Meet weekly with the DHHS designee;
b. Address Behavioral Health clinical issues;
c. Address Behavioral Health policy issues;
d. Enhance housing support capacity planning;
e. Address Medicaid and state rule issues;
f. Address designated receiving facility maintenance and development;
g. Assist in developing Telemedicine capacity;
h. Utilizes electronic medical records;
i. Coordinate between NHH and CMHC care;
j. Evidence Based Practices (EBP) implementation;
k. Develop funding and reimbursement strategies;
l. Assist in sustainability of the "In Shape" program
m. Assess the needs of patients in NHH and Transitional Housing Services who might be served in the community; and
n. 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.

2.7.1.4. The Medical Director shall fulfill the additional following responsibilities:

a. Participate on key departmental and legislative committees, as required by DHHS, including the Mental Health Commission, the Mental Health Council, the Drug Utilization and Review Board, and the DHHS Institutional Review Board;
b. Serve as secretary for the Mental Health Council, to ensure that the work of the council supports the goals of DHHS;

c. 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;
d. 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;
e. Attend monthly Institutional Review Board meetings, review research protocols as needed each month to ensure safety of DHHS research participants;
f. Participate on several Behavioral Health System Transformation Workgroups, including the EBP Steering Committee, Programmatic Workgroup, and Quality Assurance Group;
g. Coordinate and meet with DHHS leadership as required by DHHS;
h. 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;
i. 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 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;
j. 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;
k. 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

I. Provide 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.

2.7.2. Evidence-Based Practices Training and Consultation

2.7.2.1. The Contractor shall provide Evidence-Based Practices Training and Consultation services as described in Appendix I, of RFP-2017-OCOM-01-PHYSI, for the purpose of sustaining and continuously improving the quality of three (3) Evidence-Based Practices (EBP) that are implemented across the New Hampshire Community Mental Health Centers (CMHC) system. The EBPs are: Illness Management and Recovery (IMR), Evidence-Based Supported Employment (EBSE), and Assertive Community Treatment Teams (ACT). Additional EBPs may take the place of these based on the availability of federal funding to support the implementation of additional EBPs in New Hampshire.

2.7.2.2. The Contractor shall provide education, training, technical assistance and consultation to the DHHS Behavioral Health service area and the CMHCs. The deliverables described below shall be provided directly to DHHS-designated Behavioral Health program staff and CMHCs designated by DHHS.

2.7.2.3. DHHS shall designate a specific DHHS Behavioral Health staff member to oversee the deliverables specified herein. The Contractor shall designate a specific representative of the Contractor to work directly with the DHHS designee in the fulfillment of these deliverables.

2.7.2.4. **Training the CMHC Workforce:** To sustain and improve the quality of IMR and EBSE services, the Contractor shall provide education and training to DHHS designated CMHCs staff.

a. The Contractor shall ensure that the training and education is provided in central locations and in a manner that best facilitates the learning of key skills and strategies that are necessary to provide IMR and EBSE in ways that support the most effective outcomes for consumers at each of the CMHCs. The training shall be designed to fulfill the specifications described in He-M 426 for CMHC providers of EBPs in NH.
b. Each training event shall include, at a minimum:
   i. Invitations provided to CMHC staff before the training event;
   ii. A description of who should attend the training;
   iii. Outcomes for participants attending the training;
   iv. Sufficient time to provide instruction and practice for skills;
   v. Content designed to improve the fidelity of the practice at CMHC's;
   vi. Documentation of all participants attending the training; and
   vii. Certificates of attendance for all participants completing the training.

c. Each training event shall be staffed by Contractor staff or other qualified professionals; such individuals shall be subject to approval of the DHHS designee.

2.7.2.5. **Illness Management and Recovery (IMR):** The Contractor shall develop, in collaboration with the DHHS designee, specific topic areas for CMHC staff providing IMR services. The topic areas shall be subject to the DHHS designee's approval.

a. The Contractor shall provide the IMR trainings in the following formats:
   i. A minimum of one two-day training for new IMR practitioners to fulfill the specifications described in He-M 426 to provide IMR services. The capacity for each of these training events shall be twenty participants and up to thirty participants depending on the availability of the training space;
   ii. A minimum of four half-day trainings for experienced IMR practitioners, of which the combination of attending any two of these events shall fulfill the specifications described in He-M 426 for ongoing providers of IMR services. The capacity for each of these training events shall be at least twenty participants and up to thirty participants depending on the availability of the training space.
   iii. A minimum of one full-day training for IMR supervisors that shall fulfill the specifications in He-M 426 for ongoing providers of IMR services. The content shall include information on supporting the learning of IMR skills for colleagues and improving the quality and outcomes of IMR services through practice-specific supervision. The capacity for this training event shall be twenty participants.

2.7.2.6. **Evidence Based Supported Employment (EBSE):** The Contractor shall develop, in collaboration with the DHHS designee, specific topic areas for CMHC staff providing EBSE services. The topic areas shall be subject to the DHHS designee's approval.

a. The Contractor shall provide the EBSE trainings in the following formats:
   i. A minimum of two two-day trainings for new EBSE practitioners to fulfill the specifications described in He-M 426 to provide EBSE services. The capacity for each of these training events shall be twenty participants.
   ii. A minimum of two half-day trainings for experienced EBSE practitioners, the combination of attending these two events shall fulfill the specifications described in He-M 426 for ongoing providers of EBSE services. The capacity for each of these training events shall be twenty participants.
   iii. A minimum of two half-day trainings for experienced EBSE practitioners and EBSE supervisors. The combination of attending these two events shall fulfill the specifications described in He-M 426 for ongoing providers of EBSE services. The content shall include information on developing and improving collaboration with the New Hampshire Department

of Vocational Rehabilitation and other important community partners in providing effective EBSE services. The capacity for each of these training events will be twenty participants.

2.7.2.7. **Assertive Community Treatment Teams (ACT):** The Contractor shall develop, in collaboration with the DHHS designee, specific topic areas for CMHC staff providing ACT services. The topic areas shall be subject to the DHHS designee's approval.

b. The Contractor shall provide the ACT trainings in the following formats:
   i. A minimum of two two-day trainings for new ACT practitioners to fulfill the specifications described in He-M 426 to provide EBSE services. The capacity for each of these training events shall be twenty participants.
   ii. A minimum of two half-day trainings for experienced ACT practitioners, the combination of attending these two events shall fulfill the specifications described in He-M 426 for ongoing providers of ACT services. The capacity for each of these training events shall be twenty participants.
   iii. A minimum of two half-day trainings for experienced ACT practitioners and ACT supervisors. The combination of attending these two events shall fulfill the specifications described in He-M 426 for ongoing providers of ACT services. The capacity for each of these training events will be twenty participants.

2.7.2.8. **Assessing Fidelity to Evidence Based Practices (EBPs):** The Contractor shall assess the fidelity (organizational faithfulness to the principles of the practice) of IMR, ACT and EBSE for all CMHCs, as designated by the DHHS designee, with the exception of those CMHCs where the DHHS designee has approved a limited scope of review through the submission of an approved Quality Improvement Plan (QIP). In those organizations utilizing a QIP, the Contractor shall review those fidelity items described in the QIP.

a. In either case, fidelity assessments shall be conducted for the purpose of monitoring the implementation of IMR, ACT and EBSE and for providing information about the capacity, strengths and areas in need of improvement in providing the practice at the designated CMHCs.
b. The Contractor shall develop, in collaboration with the DHHS designee, a specific schedule designating specific time periods for each CMHC IMR, ACT and EBSE fidelity or QIP review. The schedule shall be subject to the advanced approval of the DHHS designee.
c. The Contractor shall ensure that each fidelity or QIP assessment includes, at a minimum:
   i. Written instructions to the CMHC regarding necessary observations, interviews, data access and other activities for the assessment;

ii. A description of CMHC staff, other community providers, consumers and family members who will need to be interviewed for the assessment;
iii. A specific written assessment schedule jointly developed by the Contractor and the CMHC;
iv. Sufficient time to assess and evaluate the CMHC's delivery of IMR, ACT or EBSE;
v. A debriefing at the end of the assessment to review themes from the review with CMHC leadership; and
vi. Documentation of the assessment process, findings and scoring of fidelity items for CMHC leadership and the Department no later than four weeks following the assessment.

2.7.2.9. **Consultation to CMHC Leadership and Workforce Development**: The Contractor shall provide agency-based consultations to all CMHCs as designated by the DHHS designee to assist agencies in sustaining and providing continuous quality improvement for IMR, ACT and EBSE services. The Contractor shall ensure that CMHC leadership has access to consultations at their agencies after they have received the written documentation of the findings of each fidelity assessment described herein at subsection 2.7.2.8. Consultations shall include the development of ideas, strategies and interventions that each individual CMHC may utilize to most effectively sustain and improve IMR, ACT and EBSE services.

a. In cases where CMHCs would benefit from specific agency-based workforce development interventions from the Contractor's staff, the Contractor shall ensure that such further interventions are provided only when collaboratively agreed upon by the DHHS designee, the Contractor and CMHC leadership. These interventions shall be time-limited (customarily one half-day, single events) and specifically tailored to improving designated fidelity areas that are identified as a result of agency-based post fidelity consultations.

2.7.2.10. **NH Behavioral Health Service Area Consultations and Collaboration:** In order to most effectively fulfill the deliverables described in this document for the purposes of sustaining and improving the quality of IMR, ACT and EBSE services in the NH Community Mental Health system, the Contractor shall work in a highly integrated fashion with the DHHS designee and additional DHHS Behavioral Health resources identified by the DHHS designee. This integrated alliance shall also be extended to other state and community agencies as collaboratively agreed upon by the DHHS designee and the Contractor.

a. In addition to attending designated meeting or events, the Contractor shall prepare research information, specific ideas, interventions, feedback, data and strategies, as collaboratively agreed upon by the DHHS designee and the Contractor. Specific activities for consultation and collaboration shall include:

i. The Contractor's attendance at the State EBP advisory committee bi-monthly meetings by the Contractor and/or designees;
ii. The Contractor's attendance at weekly meetings with the DHHS designee;
iii. Attendance of Contractor staff at monthly meetings with the DHHS designee and any additional DHHS Behavioral Health resources identified by the DHHS designee;
iv. The Contractor's attendance at quarterly meetings with the DHHS designee, and any additional DHHS Behavioral Health resources identified by the DHHS designee, to review progress of these deliverables and make any necessary resource allocations within the scope based, as collaboratively agreed upon by the DHHS designee and the Contractor;
v. The Contractor's attendance at DHHS designated meetings with NH Bureau of Vocational Rehabilitation (NHBVR) personnel to improve collaboration between EBSE services and NHBVR at both state-wide and regional levels to better assist CMHC consumers in achieving their vocational goals;
vi. The Contractor's attendance at DHHS designated meetings with Granite State Employment Project (Medicaid Infrastructure Grant) personnel to improve collaboration between EBSE services and the Granite State Employment Project at both state-wide and regional levels to better assist CMHC consumers in achieving their vocational goals;
vii. The Contractor's attendance at DHHS designated meetings with DHHS Behavioral Health personnel regarding Behavioral Health strategies and interventions, including proposed rule or policy and procedure changes, to better facilitate the sustaining and improvement of IMR, ACT and EBSE services in the NH Community Mental Health system;
viii. The Contractor's attendance at designated meetings with key CMHC personnel, including monthly meetings of CMHC Community Support Program directors, regarding the Contractor's activities and to better facilitate the sustaining and improvement of IMR, ACT and EBSE services; and
ix. The Contractor's attendance at other events, as collaboratively agreed upon by the DHHS designee and the Contractor, for the purposes of sustaining and improving the quality of IMR, ACT and EBSE services.

2.7.3. Behavioral Health Policy Institute (BHPI)

2.7.3.1. 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.

2.7.4. Committee for the Protection of Human Services (CPHS)

2.7.4.1. 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.

2.7.4.2. 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.

2.7.4.3. Revision of the aforementioned deliverables may be done by mutual agreement of the Contractor and the DHHS designee. 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. Changes agreed upon may be subject to Governor and Executive Council approval.

2.7.5. Time Studies

2.7.5.1. 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. These studies shall be provided in and documented in a format approved by DHHS.

2.8. Specific Service Requirements – Service Area #6 – Elderly and Adult Services

2.8.1. Medical Director Responsibilities

2.8.1.1. The Contractor shall provide a part-time Medical Director to the Elderly and Adult Services service area who shall provide services for the purposes of sustaining and improving the quality of services for the elderly and adults with disabilities in NH.

2.8.1.2. The 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 Services service area;
d. Perform a variety of complex tasks that include the provision of medical consultation, clinical oversight, educational instruction, benefits management and quality assurance within the Elderly and Adult Services service area;
e. Provide medical oversight for all aspects of the Medicaid Program managed by the Elderly and Adult Services service area, 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 Services service area 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 Service area;
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 Services service area 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 Services service area personnel, and external stakeholders;
o. Provide clinical expertise and medical consultation in Elderly and Adult Services service area 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.

2.9. Specific Service Requirements – Service Area #7 – Developmental Services

2.9.1. Medical Director Responsibilities

2.9.1.1. The Contractor shall provide a part-time Medical Director to the Developmental Services service area. The Medical Director shall provide services that includes two days of psychiatric consultation services per week, and is allocated at 0.4 Full-Time Equivalent.

2.9.1.2. The Medical Director shall:

a. Weekly 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. These referrals may include the Medical Director performing 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 service area staff in addressing medical issues related to quality assurance activities or Sentinel Event Reviews;
d. Provide educational training to DHHS Developmental Services service area 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.

2.9.2. Adult Developmental Services Interdisciplinary Clinic Team

2.9.2.1. The Contractor shall provide an Interdisciplinary Clinic Team for Adults. The Contractor shall provide the following staffing and fulfill the following responsibilities for the Interdisciplinary Clinic Team for Adults.

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** – 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 will schedule the appointment, review received documents and checklist of requested documents, copy records for providers and fax completed reports.

2.9.2.2. The Interdisciplinary Clinic 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 Clinic 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.

2.9.3. Child Developmental Services Interdisciplinary Clinic Team

2.9.3.1. The Contractor shall provide an Interdisciplinary Clinic Team for Children. The Contractor shall provide the following staffing and fulfill the following responsibilities for the Interdisciplinary Clinic Team for Children.

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.

2.9.3.2. 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. Staffing

3.1. General Requirements Applicable to All Service Areas:

3.1.1. The following requirements apply to all personnel provided under the contract:

3.1.1.1. The Contractor shall recruit and retain qualified individuals for the staffing needs specified herein at subsections 3.3 through 3.9, and as otherwise necessary to fulfill the requirements described herein at: Section 2, Scope of Services; Section 4, Performance Standards and Outcomes; and Section 5, Reporting.

3.1.1.2. 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 per position or service area. 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.

3.1.1.3. DHHS, at its sole discretion, may rescind, either permanently or temporarily, its approval of any Contractor personnel providing any services under this contract for any of the following reasons:

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. Arrest or conviction of any felony, misdemeanor, or drug or alcohol related offense;
d. Abolition of the role due to a change in organizational structure, lack of sufficient funds or like reasons; or
e. Any other reason which includes, but is not limited to: misconduct, violation of DHHS policy, or violation of state or federal laws and regulations pertaining to the applicable DHHS service area, or a determination that the individual presents a risk to the health and safety of any staff member or any individual served by the Department.

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.

3.1.1.4. DHHS shall provide the Contractor with prior notice of exercising its right under subsection 3.1.1.3. and the reason 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 removed from duty by the Department

3.1.1.5. In the event that DHHS exercises its right under subsection 3.1.1.3.:

a. 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 3.1.1.2.;
b. The Contractor shall be responsible for providing transition services to the applicable DHHS service area to avoid the interruption of services and administrative responsibilities at no additional cost to DHHS;
c. DHHS shall inform the Contractor of the anticipated duration for which approval will remain rescinded. If the position is assigned to NHH, and if the duration of a temporarily rescinded approval is greater than seven (7) calendar 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 to the Department, transition services to NHH to avoid service interruption;
d. 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.

3.1.1.6. The Contractor shall ensure that, prior to providing the applicable services for the applicable DHHS service area or facility, all required licenses, certifications, privileges, or other specified minimum qualifications are met for all staff, and where applicable, are maintained throughout the provision of services for the full term of the contract. The Contractor shall provide the applicable DHHS designee with a copy of all such documents. The Contractor acknowledges and agrees that DHHS shall not be held financially liable for any fees or costs for any licenses, certifications or renewal of same, nor for any fees or costs incurred for providing copies of said licenses or certifications.

3.1.1.7. 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, unless otherwise stated herein for a specific position or service area.

3.1.1.8. All personnel provided by the Contractor shall be subject to the identified criminal background, registry, screening and medical examinations, as specified in the table below, for the applicable Service Area to which the individual is assigned contractual service responsibilities. The Contractor shall ensure the successful completion of these requirements for each individual assigned by the Contractor to perform contractual services prior to commencing work and shall ensure that such requirements are kept up to date as required; the Department shall receive copies of all documentation prior to the commencement of services and shall not be responsible for any costs incurred in obtaining the documentation described below:

Service Area		Required Background, Registry, Screening, and Medical Examinations
1	New Hampshire Hospital	Criminal Background, BEAS State Registry, DCYF Central Registry, Health Assessment (including TB testing and physical capacity examination).
2	Glencliff Home	Criminal Background (including RSO and OIG), BEAS State Registry, DCYF Central Registry, TB Testing
3	Medicaid Program	Criminal Background, BEAS State Registry, DCYF Central Registry
4	Children, Youth & Families	Criminal Background, DCYF Central Registry, TB Testing
5	Behavioral Health	Criminal Background, BEAS State Registry, DCYF Central Registry
6	Elderly and Adult Services	Criminal Background, BEAS State Registry
7	Developmental Services	Criminal Background, BEAS State Registry, DCYF Central Registry

3.2. General Staffing Requirements Applicable to Service Area #1 – New Hampshire Hospital

The following additional requirements shall apply specifically to personnel provided to fulfill the contractual requirements applicable to Service Area #1 – NHH, for the duration of the contract:

3.2.1. 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.

3.2.2. 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.

3.2.3. The Contractor shall ensure that all clinical personnel maintain appropriate licensure/certification relevant to the practice of their clinical disciplines.

3.2.4. 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.

3.2.5. In addition to the provisions stated herein at subsection 3.1.1.7., staff providing services to NHH shall provide timely, prior notification to the Chief Medical Officer and the NHH CEO 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.

3.2.5.1. The Contractor acknowledges and understands that 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.

3.2.6. DHHS reserves the right, through its NHH CEO, or other designee in the absence of the NHH CEO or a vacancy in that position, at its sole discretion to rescind, either temporarily or permanently, its approval of any Contractor staff member providing services at NHH for any of the following reasons:

3.2.6.1. Loss of medical staff privileges at NHH pursuant to medical staff by-laws;

3.2.6.2. Revocation or suspension of the Chief Medical Officer's New Hampshire medical license;

3.2.6.3. Arrest or conviction of a felony, misdemeanor or drug or alcohol related offense; or

3.2.6.4. Any other reason, which includes, but is not limited to: misconduct, violation of NHH or DHHS policy or state or federal laws or regulations, malfeasance, unsatisfactory work performance, or a determination that the individual presents a risk to the health and safety of any staff member or any individual served by the Department.

Should DHHS exercise this right, the applicable staff member shall be prohibited from providing services under the contract for any period of time DHHS chooses.

3.2.7. If the NHH CEO removes Contractor staff assigned to this service area, 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.

3.2.8. If approval of the Chief Medical Officer is temporarily rescinded, pursuant to subsection 3.1.1.3., 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.

3.2.9. 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.

3.2.10. 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.

3.3. Specific Staffing Requirements – Service Area #1 – New Hampshire Hospital

3.3.1. Chief Medical Officer

3.3.1.1. 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:

a. 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.

b. 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.

c. 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.

3.3.1.2. The Chief Medical Officer may be permitted with prior notice and approval of the NHH CEO 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 CEO that time spent devoted to educational or research activities furthers the mission and goals of NHH.

3.3.1.3. 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.

3.3.1.4. 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.

3.3.1.5. 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.

3.3.1.6. On an annual basis, the Chief Medical Officer and the NHH CEO 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.

3.3.2. Associate Medical Director

3.3.2.1. 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:

a. 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.

b. 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.

c. 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.

3.3.2.2. The Associate Medical Director may be permitted with prior notice and approval of the NHH CEO 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 CEO that time spent devoted to educational or research activities furthers the mission and goals of NHH.

3.3.2.3. 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.

3.3.2.4. 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.

3.3.2.5. 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.

3.3.2.6. On an annual basis, the Associate Medical Director, together with the Chief Medical Officer and the NHH CEO, 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.

3.3.3. Psychiatrists

3.3.3.1. The Contractor shall provide eleven (11) 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.

3.3.4. Child/Adolescent Psychiatrists

3.3.4.1. 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.

3.3.5. Geropsychiatrist

3.3.5.1. 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; and
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.

3.3.6. Director of Neuropsychology Laboratory

3.3.6.1. 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.

3.3.7. Neuropsychologist

3.3.7.1. 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; and
c. A Ph.D. or Psy.D. in clinical psychology or neuropsychology and has completed a neuropsychology postdoctoral fellowship (Houston guidelines).

3.3.8. Neuropsychologist Trainees

3.3.8.1. 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.

3.3.9. General Medical Director

3.3.9.1. 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.

3.3.10. General Medical Physician

3.3.10.1. 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.

3.3.11. Forensic Psychologist

3.3.11.1. Beginning in SFY 2018, the Contractor shall provide a full-time forensic psychologist. The forensic psychologist shall be a clinical psychologist (PhD or Psy.D.) with significant clinical experience in forensic psychology. A certification in forensic psychology is preferred.

3.3.12. Residents/Post Graduate Fellows

3.3.12.1. 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.

a. General Psychiatry Residents (PGY II and PGY IV) – The Contractor shall rotate PGY II residents and a PGY IV (chief resident) through NHH.
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 or PGY V and VI years (1st and 2nd year fellows) through NHH.
c. Geropsychiatry Fellow – The Contractor shall rotate a geropsychiatry fellow (PGY V) through the NHH.
d. Public Psychiatry Fellow – The Contractor shall rotate a public psychiatry fellow through the NHH.

3.3.13. Psychiatric Advanced Practice Registered Nurses (APRN)

3.3.13.1. The Contractor shall provide six full-time Psychiatric Advanced Practice Registered Nurses.

a. Psychiatric APRNs shall possess an APRN degree and have board certification as Psychiatric–Mental Health Nurse Practitioner-Board.

b. At least one Psychiatric APRN with specialty in addiction or the requisite number of hours of experience in addiction treatment shall be provided.
c. At least one Psychiatric APRN shall be dedicated full-time to provide services to the ISU.

3.3.14. NHH Research Manager

3.3.14.1. The Contractor shall provide a full-time NHH Research Manager, as described below:

a. 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.
b. 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. Through knowledge of clinical research, research protocols and clinical operations; and
   vi. Knowledge of Good Clinical Practices (GCP's) and federal regulations related to research.

3.3.15. Schedule and Allocation of Positions – Service Area #1 – NHH

3.3.15.1. The following schedule shall reflect the full (100%) staffing complement for which the Contractor shall provide the required staff, consistent with the requirements described in the Contract for the full term of the contract.

Position Title	Full-Time Equivalent
a. Chief Medical Officer	1.0
b. Associate Medical Director	1.0
c. General Psychiatrists	11.0
d. Psychiatric APRNs	6.0
e. Child/Adolescent Psychiatrists	4.0
f. Geropsychiatrist	1.0
g. Director of Neuropsychology Laboratory	0.5
h. Neuropsychologist	1.0
i. Neuropsychologist Trainees	3.0
j. General Medical Director	1.0
k. General Medical Physician	1.0

l. Forensic Psychologist	1.0
m. PGY IV Residents	1.0
n. PGY II Residents	1.5
o. Child/Adolescent Fellow	1.0
p. Geropsychiatry Fellow	0.5
q. Public Sector Psychiatry Fellow	1.0
r. Research Manager	1.0

3.4. Specific Staffing Requirements – Service Area #2 – Glencliff Home

3.4.1. Medical Director

3.4.1.1. The Contractor shall, for the term of the contract, provide the part-time services of one (1) geropsychiatrist to serve at the Glencliff Home as the Medical Director. This position shall be a 0.4 Full-Time Equivalent.

3.5. Specific Staffing Requirements – Service Area #3 – Medicaid Program

3.5.1. Department of Health and Human Services Chief Medical Officer –

3.5.1.1. The Contractor shall, for the term of the contract, provide the full-time services of a designated physician, identified by the Department to serve as the Chief Medical Officer. This position shall be a 1.0 Full-Time Equivalent.

3.5.1.2. The Contractor shall ensure that the Chief Medical Officer 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 Chief Medical Officer 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 Chief Medical Officer is on leave.

3.5.1.3. The Chief Medical Officer 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.

3.6. Specific Staffing Requirements – Service Area #4 – Children, Youth and Families

3.6.1. Staff Psychiatrist

3.6.1.1. The Contractor shall, for the term of the contract, provide 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 service area. This position shall be a 1.0 Full-Time Equivalent.

3.6.1.2. 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.

3.6.1.3. The Staff Psychiatrist shall possess the following qualifications:

a. Possess a medical degree (MD or DO);
b. Specialty in both child psychiatry 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. Maintain an unrestricted license as a physician by the New Hampshire Board of Medicine; and
f. Possess at least five (5) years post-fellowship experience in public sector psychiatry, community mental health, criminal justice, or similar training.

3.7. Specific Staffing Requirements – Service Area #5 – Behavioral Health

3.7.1. Medical Director

3.7.1.1. The Contractor shall, for the term of the contract, provide a part-time Medical Director to the Behavioral Health service area, as identified by the Department. This position shall be available on-site at a DHHS designated location for twenty (20) hours per week (0.5 FTE).

3.7.1.2. 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.

3.7.2. Support Staff CPHS

3.7.2.1. The Contractor shall, for the term of the contract, provide a part-time Support Staff to support the Committee for the Protection of Human Services. This position shall be allocated at 0.15 FTE.

3.7.2.2. The Contractor shall, for the term of the contract, provide a part-time Research Assistant. This position shall be allocated at 0.5 FTE.

3.7.3. Evidence-Based Practice Trainer/Consultant

3.7.3.1. The Contractor shall, for the term of the contract, provide part-time Evidence-Based Practice Trainers/Consultants. These positions shall be allocated, in total, at 1.5 FTE.

3.7.4. Behavioral Health Policy Institute

3.7.4.1. The Contractor shall, for the term of the contract, provide a part-time Behavioral Health Policy Institute Consultant. This position shall be allocated at 0.1 FTE.

3.8. Specific Staffing Requirements – Service Area #6 – Elderly and Adult Services

3.8.1. Medical Director

3.8.1.1. The Contractor shall, for the term of the contract, provide a part-time Medical Director to the Elderly and Adult Services service area. This position shall be allocated at a 0.03 Full-Time Equivalent.

3.8.1.2. 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.

3.9. Specific Staffing Requirements – Service Area #7 – Developmental Services

3.9.1. Medical Director

3.9.1.1. The Contractor shall, for the term of the contract, provide a part-time Medical Director to the Developmental Services service area. This position shall be allocated at 0.4 Full-Time Equivalent.

3.9.1.2. 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.

3.9.2. Adult Developmental Services Interdisciplinary Clinic Team

3.9.2.1. The Contractor shall, for the term of the contract, provide the following part-time positions to the Adult Developmental Services Interdisciplinary Clinic Team. These positions shall be allocated, as specified below in Full-Time Equivalent (FTE):

a. Psychiatrist ..... 0.1 FTE
b. Neuropsychologist ..... 0.05 FTE
c. Neuropsychology Fellow ..... 0.05 FTE
d. Neurologist ..... 0.025 FTE
e. Primary Care Physician ..... 0.025 FTE
f. Occupational Therapist ..... 0.025 FTE
g. Administrative Support ..... 0.025 FTE

3.9.3. Child Developmental Services Interdisciplinary Clinic Team

3.9.3.1. The Contractor shall, for the term of the contract, provide the following part-time positions to the Child Developmental Services Interdisciplinary Clinic Team. These positions shall be allocated, as specified below in Full-Time Equivalent (FTE):

a. Child Psychiatrist	0.10 FTE
b. Neuropsychologist	0.05 FTE
c. Neuropsychology Fellow	0.05 FTE
d. Neurologist	0.025 FTE
e. Primary Care Physician	0.025 FTE
f. Occupational Therapist	0.025 FTE
g. Administrative Support	0.025 FTE

4. Performance Standards and Outcomes

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

4.1.1. Within forty-five (45) days of the assignment of the Chief Medical Officer, and at each contract anniversary thereafter, the Contractor and the NHH CEO, 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 CEO prior to being effective. The performance metrics shall be reviewed by the NHH CEO on at least a quarterly basis with the Chief Medical Officer. These meetings shall be documented with written progress notes by the NHH CEO.

4.1.2. 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 CEO regarding the Chief Medical Officer's provision of services under the contract.

4.1.3. The Contractor shall develop a corrective action plan to address any concerns raised by the NHH CEO in the evaluation tool, and provide a copy of such plan to the NHH CEO for review. If the NHH CEO 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.

4.2. Service Area #1 – Clinical Staff – NHH

4.2.1. 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.

4.2.1.1. 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.

4.2.2. The Contractor shall ensure the following performance standards are met by all clinical staff provided by the Contractor to provide services at NHH:

4.2.2.1. 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;

4.2.2.2. 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.

4.2.2.3. Clinical staff shall provide clear treatment plans with specific interventions and regular updates as required by NHH policy;

4.2.2.4. Clinical staff shall provide daily progress notes with sufficient detail to meet medical necessity and level of care criteria;

4.2.2.5. Clinical staff shall provide regular progress notes focused on specific reasons for admission and plan towards discharge; and

4.2.2.6. Clinical staff shall provide written explanation of medication decisions and reasons for change when not effective.

4.3. Service Area #3 – Chief Medical Officer – Medicaid

4.3.1. Within forty-five (45) days of the assignment of the Chief Medical Officer, and at each contract anniversary thereafter, the Contractor and the DHHS Designee, 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 DHHS Designee prior to being effective. The performance metrics shall be reviewed by the DHHS Designee on at least a quarterly basis with the Chief Medical Officer. These meetings shall be documented with written progress notes by the DHHS Designee.

4.3.2. The Contractor shall ensure the services provided by the Chief Medical Officer 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 Chief Medical Officer's provision of services under the contract.

4.3.3. Goals for the upcoming year will be established at the time of the Contractor's evaluation of the Chief Medical Officer, in collaboration with the DHHS Designee. In the case of a newly hired Chief Medical Officer, 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.

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

4.4.1. 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.

4.4.2. 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.

4.5. Quality Assurance Plan and Monitoring

The following Quality Assurance Plan and Monitoring shall be provided by the Contractor, subject to modification and/or augmentation as required by DHHS:

4.5.1. Service Area #1 – New Hampshire Hospital – Chief Medical Officer

4.5.1.1. The Contractor shall provide oversight of the performance of the Chief Medical Officer toward these Performance Standards and Quality Assurance Monitoring goals.

4.5.1.2. Pending development of final program metrics as required herein at subsection 4.1.1., in partnership with the NHH CEO, the Chief Medical Officer shall be responsible for the following program outcomes:

a. Ensuring the program is staffed adequately to operate NHH beds at full utilization;
b. Ensuring that Contractor staff receive necessary supervision and training to perform the tasks they are assigned;
c. Assuring that patients receive care consistent with evidence-based care;
d. Creation and implementation of highest standard practices to protect the safety of patients, staff, and visitors; and
e. Other responsibilities detailed herein at subsection 2.3.1.

4.5.1.3. The Chief Medical Officer shall be responsible for monitoring progress toward these goals and providing regular reports, at minimum on a quarterly basis or more frequently if needed, to the NHH CEO and to the Chair of the Department of Psychiatry or his designee. The Chief Medical Officer will meet at minimum on a quarterly basis or more frequently if needed, with the Chair of the Department of Psychiatry (or his or her designee) and the NHH CEO to review progress toward these metrics. The metrics above shall be considered preliminary metrics, subject to refinement, as described herein at subsection 4.1.1., and shall be reviewed over time to assure that they are the best metrics to use to assure contract compliance.

4.5.1.4. The content of the performance metrics to be measured shall be such that they assure that the Chief Medical Officer is fulfilling his or her administrative/clinical responsibilities as detailed herein at subsection 2.3.1. The following metrics shall be relevant to the Chief Medical Officer's fulfillment of his or her responsibilities:

a. The results of all Joint Commission, CMS, and other surveys pertaining to NHH;
b. Reports on clinical documentation by clinical staff;
c. Lists demonstrating completion of annual reviews of all Contractor-provided NHH clinicians to demonstrate active management, oversight, and discipline (when needed) of clinicians. The annual reviews shall include evidence of input from the NHH CEO (or their designee) on performance;
d. Records of attendance at meetings with:
   i. The NHH CEO indicating participation in formulation, implementation and supervision of all clinical programs, participation in budgeting, recruiting, plan for employment schedule, and supervision and educational plan for all Contractor-provided NHH clinical staff;
   ii. Other DHHS representatives - showing consultation in the development of the State mental health system;
   iii. NHH Executive Committee – showing executive participation; and
   iv. Executive Committee of the NHH Medical Staff Organization – showing participation in oversight of physician work; and
e. Report on availability of beds in NHH that are open for care – indicating adequate provider staffing to operate at full capacity.

4.5.1.5. The NHH CEO shall review these metrics at least quarterly with the NHH Chief Medical Officer.

4.5.2. Monitoring – Service Area #1 – New Hampshire Hospital – Chief Medical Officer:

4.5.2.1. The NHH Director of Quality Management and his or her staff shall conduct medical record and quality compliance monitoring. Monitoring shall take place through:

a. The routine reviews of The Joint Commission, CMS, and other overseeing groups;
b. The routine NHH documentation monitoring reports produced at NHH;
c. Department of Psychiatry tracking of Annual Review completion that is a routine process of the Department;
d. Use of attendance sheets that can be developed for this purpose; and
e. Routine monitoring of bed availability.

4.5.2.2. NHH support staff shall gather information regarding meeting attendance. The NHH Director of Quality Management and his or her staff shall gather the balance of collected metrics into a report. The collected data shall be provided to the NHH CEO and the Contractor's Chair of the Dartmouth-Hitchcock Department of Psychiatry (or his or her designee) on a quarterly basis.

4.5.2.3. The findings from this monitoring shall be discussed in scheduled meetings between the NHH CEO and the Contractor's Chair of the Dartmouth-Hitchcock Department of Psychiatry (or his or her designee) at meetings that shall take place on a quarterly basis or more frequently if needed. Both parties shall maintain their notes from each quarterly meeting to support the annual performance review process.

4.5.2.4. The monitoring data, including the notes described herein at subsection 4.5.2.3., and feedback solicited from the NHH CEO shall be part of the Chief Medical Officer's annual performance review. The Contractor shall document the annual performance review on the Department's standard annual evaluation tool.

a. If there are performance difficulties that require a corrective action plan, the Contractor shall develop a proposed corrective action plan and shall share and discuss the plan with the NHH CEO prior to issuance to the Chief Medical Officer. If the Contractor's Chair of the Dartmouth-Hitchcock Department of Psychiatry and the NHH CEO disagree on the proposed corrective action plan, the dispute shall be referred to the DHHS Commissioner for resolution.

4.5.2.5. This plan shall be updated and revised at least annually, by the Contractor's Chair of the Dartmouth-Hitchcock Department of Psychiatry, or his or her designee, working with the NHH CEO and in consultation with the NHH Chief Medical Officer. New goals may be set at any time but shall be set at least annually. New goals may trigger new metrics.

4.5.3. Service Area #1 – New Hampshire Hospital – Clinical Staff

4.5.3.1. Within 45 days of the contract effective date, the Chief Medical Officer, or his or her designee, shall work with the NHH CEO and the NHH Director of Quality Management to develop a list of performance metrics based on the expected deliverables, functions and responsibilities for each staff member as described herein at the applicable subsection in Section 2. The metrics shall monitor, at a minimum, the performance standards describe herein at subsection 4.2. The NHH CEO shall review these metrics at least quarterly with the Chief Medical Officer. This selection of metrics shall be reviewed over time to assure that they are the best metrics to use to assure contract compliance.

4.5.3.2. The content of the performance metrics to be measured shall be such that they assure the Clinical Staff are fulfilling their administrative/clinical responsibilities as described herein at Section 2 for the applicable position. The following metrics are relevant to the Clinical Staff's fulfillment of their responsibilities and shall be part of the plan for monitoring contract fulfillment:

a. Attendance lists of Medical Staff Organization (and assigned committees and task forces) that show who is expected to attend and who did attend;
b. Measurements of compliance with documentation policies;

c. Measurement of adherence with treatment plan policies;
d. Measurement of progress note adherence to policies including showing medical necessity and need for level of care and demonstration of reason for admission and progress towards discharge, and explanation of medical decisions and reasons for change when the plan is not effective.

4.5.4. Monitoring – Service Area #1 – New Hampshire Hospital – Clinical Staff

4.5.4.1. Monitoring of the metrics for the NHH Clinical Staff shall take place as part of the routine data collection of the NHH Quality Management Staff. The collected data shall be provided to the Chief Medical Officer and the NHH CEO on a quarterly basis.

a. The performance metrics that are developed shall involve measurements and documentation that must be collected, including meeting attendance records. Other NHH staff may be involved in data collection efforts, including staff within the information technology, health information and utilization management sections depending on the content of the developed performance metrics.

4.5.4.2. The NHH CEO, the NHH Director of Quality Management, and the Chief Medical Officer shall speak at least quarterly about the performance of the NHH Clinical Staff. Each individual shall maintain notes of every quarterly meeting; these notes shall be used to support the annual performance review process for NHH Clinical Staff. If there are performance difficulties that require a corrective action plan, the identified issues shall be discussed with the Chief Medical Officer in order to initiate an appropriate course of action to address the identified difficulty or difficulties.

4.5.4.3. Annual reviews of Clinical Staff shall be documented by the Chief Medical Officer, or his or her designee, on the Contractor's Department of Psychiatry Annual Review form. Annual reviews shall include findings for quality assurance monitoring and feedback on performance from DHHS leaders.

4.5.5. Service Area #3 – Medicaid – Chief Medical Officer

4.5.5.1. Within 45 days of the contract effective date, the Contractor shall work with the DHHS designee overseeing the Medicaid service area to develop a list of performance metrics based on the deliverables, functions, and responsibilities, as described herein at subsection 2.5. Together, these metrics shall form an evaluation tool. The Chief Medical Officer shall be consulted in this process and the metrics shall be subject to approval by the DHHS Designee overseeing the Medicaid service area. The selection of metrics shall be reviewed over time to assure that they are the best metrics to use to assure contract compliance.

4.5.5.2. The DHHS designee shall review the findings from monitoring of these metrics at least quarterly with the Chief Medical Officer.

4.5.5.3. The Chief Medical Officer role requires initiative, relationship building, and high level leadership. The following metrics are relevant to the Chief Medical Officer's fulfillment of his or her responsibilities and shall be part of the plan for monitoring contract fulfillment:

a. Attendance records of Medicaid Management Team meetings; and
b. A checklist of core duties and expectations, as described herein at subsection 2.5, with feedback solicited on a quarterly or semi-annual basis from the members of the Medicaid Management Team and/or other key informants, designed to monitor performance. The checklist shall rate performance and allow for comments that will help guide improvement.

4.5.6. Monitoring – Service Area #3 – Medicaid – Chief Medical Officer

4.5.6.1. Resources for monitoring the performance metrics shall be identified when the performance plan is developed and may require Contractor or State resources to perform such tasks. Performance metric data may include but not be limited to:

a. Checklist feedback from the Medicaid Management Team. Source: Medicaid Management Team members; and
b. Collection and collating of attendance records from the Medicaid Management Team meetings. Source: DHHS administrative support staff.

4.5.6.2. At least twice yearly, or more frequently if needed:

a. The Contractor's Chair of the Dartmouth-Hitchcock Department of Psychiatry, or his or her designee, and the DHHS designee shall review the data collected in the performance metrics, and discuss these with the Chief Medical Officer;
b. The Contractor's Chair of the Dartmouth-Hitchcock Department of Psychiatry, or his or her designee, shall solicit information from the DHHS designee and shall discuss twice yearly with the DHHS designee, or more frequently if needed, the Chief Medical Officer's performance on the metrics.
c. The Contractor's Chair of the Dartmouth-Hitchcock Department of Psychiatry, or his or her designee, and the DHHS designee shall maintain notes of their meetings. The annual performance review shall be documented on the Department's standard annual evaluation tool.

4.5.6.3. The findings collected in the evaluation tool, as well as verbal information solicited from the DHHS designee, shall form the core of the Chief Medical Officer's annual performance review. This review shall be conducted at six months for a new Chief Medical Officer then annually thereafter.

4.5.6.4. The Contractor's Chair of the Dartmouth-Hitchcock Department of Psychiatry, or his or her designee, the DHHS designee, and the Chief Medical Officer shall collaborate to establish goals for the upcoming year as part of the performance evaluation process.

a. New goals may be set at any time but shall be set at least annually.

4.5.6.5. If there are performance difficulties that require a corrective action plan, the Contractor's Chair of the Dartmouth-Hitchcock Department of Psychiatry, or his or her designee, shall develop a proposed corrective action plan, and shall discuss and share the plan with the DHHS designee. If the DHHS designee and the Contractor's Chair of the Dartmouth-Hitchcock Department of Psychiatry, or his or her designee, disagree on the proposed resolutions, the dispute will be referred to the DHHS Commissioner for resolution.

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

4.5.7.1. Within 45 days of the contract effective date, the Contractor's Chair of the Dartmouth-Hitchcock Department of Psychiatry, or his or her designee, shall work with the DHHS designee overseeing the Children, Youth and Families service area to develop a list of performance metrics based on the deliverables, functions, and responsibilities, as described herein at subsection 2.6. Together, these metrics shall form an evaluation tool. The Staff Psychiatrist shall be consulted in this process and the metrics shall be subject to approval by the DHHS Designee overseeing the Children, Youth and Families service area. The selection of metrics shall be reviewed over time to assure that they are the best metrics to use to assure contract compliance.

4.5.7.2. The content of performance metrics developed shall be such that they assure the Staff Psychiatrist is fulfilling his or her administrative and clinical responsibilities as described herein at subsection 2.6. The following metrics are relevant to the Staff Psychiatrist and shall be part of the plan for monitoring contract fulfillment:

a. Monitoring of work hours;
b. Regular checks of the Staff Psychiatrist's electronic calendar to be sure it includes proposed leave time, conferences, and trainings;
c. Clinical documentation monitoring to be sure it meets standards of timeliness and completeness established by Children, Youth, and Families;
d. Counts of activities such as the number of treatment team meetings and clinical consultations provided, types and numbers of evidence-based practices provided, number of teaching and supervision contacts with interns, residents, and fellows at SYSC; and
e. Checklist feedback on effectiveness in establishing interagency collaboration between Juvenile Justice Services, area mental health services, and NHH.

4.5.8. Monitoring – Services Area #4 – Children, Youth & Families – Staff Psychiatrist

4.5.8.1. Resources for monitoring the performance metrics shall be identified when the performance plan is developed and may require Contractor or State resources to perform such tasks. Performance metric data may include but not be limited to:

a. Counts of Activities. Source: Staff Psychiatrist; and
b. Clinical documentation monitoring. Source: DHHS staff.

4.5.8.2. At least twice yearly, or more frequently if needed:

a. The Contractor's Chair of the Dartmouth-Hitchcock Department of Psychiatry, or his or her designee, and the DHHS designee shall review the data collected in the performance metrics, and discuss these with the Staff Psychiatrist;
b. The Contractor's Chair of the Dartmouth-Hitchcock Department of Psychiatry, or his or her designee, shall solicit information from the DHHS designee and shall discuss twice yearly with the DHHS designee, or more frequently if needed, the Staff Psychiatrist's performance on the metrics.
c. The Contractor's Chair of the Dartmouth-Hitchcock Department of Psychiatry, or his or her designee, and the DHHS designee shall maintain notes of their meetings. The annual performance review shall be documented on the Department's standard annual evaluation tool.

4.5.8.3. The findings collected in the evaluation tool, as well as verbal information solicited from the DHHS designee, shall form the core of the Staff Psychiatrist's annual performance review. This review shall be conducted at six months for a new Staff Psychiatrist then annually thereafter.

4.5.8.4. The Contractor's Chair of the Dartmouth-Hitchcock Department of Psychiatry, or his or her designee, the DHHS designee, and the Staff Psychiatrist shall collaborate to establish goals for the upcoming year as part of the performance evaluation process.

a. New goals may be set at any time but shall be set at least annually.

4.5.8.5. If there are performance difficulties that require a corrective action plan, the Contractor's Chair of the Dartmouth-Hitchcock Department of Psychiatry, or his or her designee, shall develop a proposed corrective action plan, and shall discuss and share the plan with the DHHS designee. If the DHHS designee and the Contractor's Chair of the Dartmouth-Hitchcock Department of Psychiatry, or his or her designee, disagree on the proposed resolutions, the dispute will be referred to the DHHS Commissioner for resolution.

4.5.9. Service Areas #2, 3, 5, 6 and 7

4.5.9.1. Upon DHHS request, the Contractor shall identify performance metrics, develop performance goals, establish monitoring processes and engage in collaborative performance evaluation processes, similar to those described herein at subsection 4.5. For Service Areas 2, 3, 5, 6 and 7.

4.5.10. All Other Positions

4.5.10.1. All staff provided by the Contractor, not otherwise addressed herein at subsection 4.5, shall have annual performance reviews. The Contractor shall conduct such reviews and first obtain feedback from the applicable DHHS designee for the service area in which the staff is assigned to provide services. This feedback shall be a core element of the annual performance review process. The Contractor shall ensure that goal development is responsive to the evolving needs of DHHS over the course of the contract period.

5. Reporting

5.1. Service Area #1 – New Hampshire Hospital

5.1.1. 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.

5.1.2. 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.

5.1.3. On a quarterly basis, or as otherwise more frequently required by the United States Department of Health and Human Services regulations, DHHS 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.

5.2. All Service Areas

5.2.1. The Contractor shall maintain and provide the DHHS designee(s) identified by the Department with up-to-date detailed personnel listings for all Contractor staff performing services under this contract. The listings shall include information, including, but not limited to; the names, titles, position costs (including salary and fringe benefit costs, direct and indirect rates), for each position for each service area for each state fiscal year, or more frequently as required by DHHS, to ensure the accuracy of information contained therein and to ensure proper cost allocation. The listings shall be in a format as determined and approved by DHHS.

6. Compliance

6.1. Continuity of Services

6.1.1. The Contractor and the Department agree that:

6.1.1.1. It will be extremely impracticable and difficult to determine actual damages that the Department will sustain in the event that the Contractor breaches this Agreement by failing to maintain the required staffing levels or by failing to deliver the required services, as described in Exhibit A, Sections 2 through 5;

6.1.1.2. Any breach by the Contractor will delay and disrupt the Department's operations and impact its ability to meet its obligations and lead to significant damages of an uncertain amount as well as a reduction of services; The Contractor's failure to provide Required Staffing, Required Services, or meet the Performance Standards and Outcomes and Reporting Requirements, all as specified in this Exhibit A, Sections 2 through 5, shall result in the assessment of liquidated damages as specified in Exhibit B; and

6.1.1.3. The liquidated damages as specified in Exhibit B are reasonable and fair and not intended as a penalty.

7. Definitions

CMS – Centers for Medicare and Medicaid Services

CPHS – Committee for the Protection of Human Subjects.

Department – New Hampshire Department of Health and Human Services

DHHS – New Hampshire Department of Health and Human Services

HIPAA – Health Insurance Portability and Accountability Act

TJC – The Joint Commission

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, in consideration for the Contractor's compliance with the terms and conditions of this Agreement and for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Agreement Period: Effective November 1, 2016, or the date of Governor and Executive Council approval, whichever date is later, through June 30, 2019.
3. Funding Sources: The services described in Exhibit A, Scope of Services, are funded with:
   - 40% Other Funds (Medicare, Medicaid & third party insurance);
   - 28% Federal Funds from the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Code of Federal Domestic Assistance Number (CFDA) 93.778; and
   - 32% General Funds.

   3.1 DHHS reserves the right to adjust funding sources throughout the Agreement Period and will provide the Contractor reasonable notice of any such changes. Adjustments made may require a mutually agreed upon contract amendment.

   3.2 Funds must be used in accordance with the provisions of the specified CFDA numbers.
4. This is a firm, fixed price contract. The Contractor shall provide services under this Agreement based on the Budget specified below per applicable Service Area and State Fiscal Year. The Contractor shall be compensated, for providing and delivering the services described in Exhibit A, Scope of Services, on the basis of this Budget.

Budget			
Agreement Period by State Fiscal Year			
Service Area	**11/1/16-6/30/17**	**7/1/17-6/30/18**	**7/1/18-6/30/19**
1: New Hampshire Hospital	$8,407,616	$11,471,661	$11,862,758
2: Glencliff Home	$114,511	$152,934	$158,544
3: Medicaid	$278,300	$374,358	$388,407
4: Children, Youth & Families	$325,491	$392,391	$407,002
5: Behavioral Health	$351,661	$477,825	$494,500
6: Elderly and Adult Services	$21,000	$28,152	$29,199
7: Developmental Services	$219,576	$293,655	$304,490

   4.1 Any amendments to this Budget 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.
5. **Invoicing**: The Contractor shall invoice DHHS monthly for services performed in accordance with the contract on invoices the format of which will be identified and approved by DHHS. 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. The State shall make payment to the Contractor within thirty (30) days of receipt of an accurate invoice for Contractor services provided pursuant to this Agreement. Should a discrepancy in an invoice be identified by DHHS, it shall promptly notify the designated individual identified in

Section 7, below, prior to the due date for payment. DHHS shall not be required to pay an invoice until any discrepancy with the invoice is resolved to the satisfaction of DHHS.

5.1 Invoices must be submitted to the attention of the DHHS designee at:

ATTN: [DHHS designee]
Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5.2 Each monthly invoice shall distinctly identify and differentiate the expenses as charged according to each of the seven (7) Service Areas for which services are provided. The seven (7) Service Areas are as follows:

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

6. **Payment:** Compensation paid by DHHS shall be accepted by the Contractor as payment in full for the services provided under the Agreement. Notwithstanding anything to the contrary contained in the Agreement 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.

7. **Financial Management:** 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. 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.

7.1 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 in this Agreement.

8. **Liquidated Damages**

9.1 **Continuity of Services**: As specified and described in Exhibit A, subsection 6.1, Continuity of Services, the Contractor's failure to provide required staffing, required services, or meet the performance standards and reporting requirements as described in Exhibit A, Sections 2 through 5, shall result in liquidated damages.

9.2 The Contractor and DHHS agree that:

9.2.1. It will be extremely impracticable and difficult to determine actual damages that DHHS will sustain in the event that the Contractor breaches this Agreement by

failing to maintain the required staffing levels or by failing to deliver the required services, as described in Exhibit A, Sections 2 through 5;

9.2.2. Any breach by the Contractor will delay and disrupt DHHS's operations and impact its ability to meet its obligations and lead to significant damages of an uncertain amount as well as a reduction of services;

9.2.3. The Contractor's failure to provide Required Staffing, Required Services, or meet the Performance Standards and Outcomes and Reporting Requirements, all as specified in Exhibit A, Sections 2 through 5, shall result in the assessment of liquidated damages as specified in this Exhibit B;

9.2.4. The liquidated damages as specified in this Exhibit B are reasonable and fair and not intended as a penalty; and

9.2.5. Assessment and recovery of liquidated damages by DHHS shall be in addition to, and not exclusive of, any other remedies, including actual damages, as may be available to DHHS for breach of contract, both at law and in equity, and shall not preclude DHHS from recovering damages related to other acts or omissions by the Contractor under this Agreement. Imposition of liquidated damages shall not limit the right of DHHS to terminate the Contract for default as provided in Paragraph 8 of the General Provisions (P-37).

9.3 **Notification**: DHHS shall make all assessments of liquidated damages. Prior to the imposition of liquidated damages, as described herein, DHHS shall issue a written notice of remedies that will include, as applicable, the following:

- A citation of the contract provision violated;
- The remedies to be applied, and the date the remedies shall be imposed (cure period);
- The basis for DHHS' determination that the remedies shall be imposed;
- A request for a Corrective Action Plan from the Contractor; and
- The timeframe and procedure for the Contractor to dispute DHHS' determination.

9.3.1 If the failure to perform by the Contractor is not resolved within the cure period identified by DHHS, liquidated damages may be imposed retroactively to the date of failure to perform and will continue until the failure is cured or any resulting dispute is resolved in the Contractor's favor.

9.3.2 The Contractor's dispute of liquidated damages or remedies shall not stay the effective date of the proposed liquidated damages or remedies.

9.4 **Corrective Action Plan:** The Contractor shall submit a written Corrective Action Plan to DHHS within five (5) business days of receiving notification as specified in subsection 9.3. Notification, for DHHS review. The Corrective Action Plan shall be subject to DHHS approval prior to its implementation.

9.5 **Liquidated Damages:**

9.5.1 Liquidated damages, if assessed, shall be in the amount of $1,000 per day for each day the Contractor fails to meet the general and specific service requirements for each Service Area as identified in Exhibit A, Section 2, Scope of Services.

9.5.2 Liquidated damages, if assessed, shall be in the amount of $1,000 per day for each day the Contractor fails to meet and maintain the staffing levels identified in Exhibit A, Section 3, Staffing.

9.5.3 Liquidated damages, if assessed, shall be in the amount of $1,000 per day for each day the Contractor fails to meet the Performance Standards identified in Exhibit A, Section 4, Performance Standards and Outcomes.

9.5.4 Liquidated damages, if assessed, shall be in the amount of $1,000 per day for each day the Contractor fails to meet the Reporting Requirements identified in Exhibit A, Section 5, Reporting.

9.5.5 Liquidated damages, if assessed, shall apply until the Contractor cures the failure cited in the Notification described in Subsection 9.3, or until the resulting dispute is resolved in the Contractor's favor.

9.5.6 The amount of liquidated damages assessed by DHHS shall not exceed the price limitation in Form P-37, General Provisions, Block 1.8 – Price Limitation.

9.6 **Assessment:** DHHS shall be entitled to assess and recover liquidated damages cumulatively under each section applicable to any given incident. Assessment and recovery of liquidated damages by DHHS shall be in addition to, and not exclusive of, any other remedies, including actual damages, as may be available to DHHS for breach of contract, both at law and in equity, and shall not preclude DHHS from recovering damages related to other acts or omissions by the Contractor under this Agreement. Imposition of liquidated damages shall not limit the right of DHHS to terminate the Contract for default as provided in Paragraph 8 of the General Provisions (P-37).

9.7 **Damages Related to Failure to Document Medical Necessity**: The Contractor shall be liable to DHHS for any losses incurred by DHHS which arise out of the failure of Contractor staff to provide the required documentation to support medical necessity as identified in Exhibit A, Section 2.3.3.1. (j) and Section 2.3.5.4.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** 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 and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   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 continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Department reserves the right to renew the Agreement for up to two (2) three-year periods, at the Department's sole discretion, considering contractor performance, and subject to the continued availability of funds and approval by the Governor and Executive Council.

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

5. **Subcontractors:** Subparagraph 19.5 of the Special Provisions, Exhibit C, of this Agreement, Subcontractors, is deleted and replaced with the following:

19.5 If the Contractor wishes to use subcontractors to perform any services or functions required by this Agreement, the Contractor shall provide the Department with prior written notice and obtain prior written consent of the Department. Such requests shall be submitted by the Contractor to the Department Commissioner.

6. **Agreement Elements/Order of Precedence:**

6.1 RFP-2017-OCOM-01-PHYSI is hereby incorporated into this Agreement.

6.2 The Contractor's proposal submitted in response to RFP-2017-OCOM-01-PHYSI is hereby incorporated into this Agreement.

6.3 The Agreement between the parties shall consist of the following documents, and in the event of any conflict or ambiguity between the Agreement documents, the documents shall govern in the following order of precedence:

6.3.1 General Provisions (P-37);
6.3.2 Exhibit A Scope of Services;
6.3.3 Exhibit B Methods and Conditions Precedent to Payment;
6.3.4 Exhibit C Special Provisions;
6.3.5 Exhibit C-1 Revisions to Special Provisions;
6.3.6 Exhibit D Certification Regarding Drug-Free Workplace Requirements;
6.3.7 Exhibit E Certification Regarding Lobbying;
6.3.8 Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters;
6.3.9 Exhibit G Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections;
6.3.10 Exhibit H Certification Regarding Environmental Tobacco Smoke;
6.3.11 Exhibit I Health Insurance Portability Act Business Associate Agreement;
6.3.11 Exhibit J Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance;
6.3.12 RFP-2017-OCOM-01-PHYSI-01 and all issued addenda; and
6.3.13 Contractor's proposal submitted in response to RFP-2017-OCOM-01-PHYSI.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

8/18/2016
Date

Name: Robert A. Greene, MD
Title: EVP
Chief, Population Health Management officer

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

8/18/2016
Date

RAG MD
Name: Robert A. Greene, MD
Title: EVP
Chief Population Health Management Officer

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

8/18/2016
Date

Name:
Title:

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

8/18/2016
Date

Name:
Title:

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

8/18/2016
Date

Name:
Title:

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

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

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

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

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

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

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

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

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

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

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. 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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

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

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

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

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

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

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

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

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy 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.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

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

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

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

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Mary Hitchcock Mem Hospital
The State	Name of the Contractor
Katja S. Fox	Robert A. Greene MD
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Robert A. Greene, MD
Name of Authorized Representative	Name of Authorized Representative
Director	EVP, Chief Population Health Management officer
Title of Authorized Representative	Title of Authorized Representative
8/19/16	8/18/2016
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

8/18/2016
Date

Name: Robert A. Greene, MD
Title: EVP Chief Population Health Management officer

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 06-99102-97

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Dartmouth-Hitchcock
Dartmouth-Hitchcock Medical Center
1 Medical Center Drive
Lebanon, NH 03756
Dartmouth-Hitchcock.org

CERTIFICATE OF VOTE/AUTHORITY

I, Anne-Lee Verville, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital, do hereby certify that:

1. I am the duly elected Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital;
2. The following is a true and accurate excerpt from the December 7th, 2012 Bylaws of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital:

   ARTICLE I – Section A. Fiduciary Duty. Stewardship over Corporate Assets

   "In exercising this [fiduciary] duty, the Board may, consistent with the Corporation's Articles of Agreement and these Bylaws, delegate authority to the Board of Governors, Board Committees and various officers the right to give input with respect to issues and strategies, incur indebtedness, make expenditures, enter into contracts and agreements and take such other binding actions on behalf of the Corporation as may be necessary or desirable."
3. Article I – Section A, as referenced above, provides authority for the chief officers, including the Chief Executive Officer and Chief Population Health Management Officer, of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital to sign and deliver, either individually or collectively, on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.
4. Robert A. Greene, MD is the Executive Vice President and Chief Population Health Management Officer of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital and therefore has the authority to enter into contracts and agreements on behalf of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Board of Trustees of Dartmouth-Hitchcock Clinic and Mary Hitchcock Memorial Hospital this 18th day of August, 2016.

Anne-Lee Verville, Board Chair

STATE OF NH

COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 18th day of August, 2016, by Anne-Lee Verville.

LAURA K. ROGERS NOTARY PUBLIC STATE OF NEW HAMPSHIRE MY COMMISSION EXPIRES MAY 9, 2017

Notary Public
My Commission Expires: May 9, 2017

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MARY HITCHCOCK MEMORIAL HOSPITAL is a New Hampshire nonprofit corporation formed August 7, 1889. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 13th day of April A.D. 2016

William M. Gardner
Secretary of State

Contractor Initials RAL
Date 8/18/2016

Client#: 317075 DARTMOUTHH1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/08/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB Healthcare Solutions HUB International New England 100 Central Street, Suite 201 Holliston, MA 01746	CONTACT NAME: Jessica Kelley PHONE (A/C, No, Ext): 978-661-6233 FAX (A/C, No): 866-381-4798 E-MAIL ADDRESS: jessica.kelley@hubinternational.com
INSURED Dartmouth-Hitchcock Health 1 Medical Center Dr. Lebanon, NH 03756	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Safety National Casualty Corp INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			AGC4053417	07/01/2016	07/01/2017	X WC STATU-TORY LIMITS ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Workers Compensation coverage for Mary Hitchcock Memorial Hospital.

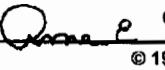
CERTIFICATE HOLDER

State of New Hampshire

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



JK002

Contractor Initials RAG
Date 8/19/2016

CERTIFICATE OF INSURANCE	DATE: June 10, 2016

COMPANY AFFORDING COVERAGE
Hamden Assurance Risk Retention Group, Inc.
P.O. Box 1687
30 Main Street, Suite 330
Burlington, VT 05401

INSURED
Mary Hitchcock Memorial Hospital
One Medical Center Drive
Lebanon, NH 03756
(603)653-6850

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

COVERAGES

This is to certify that the Policy listed below have been issued to the Named Insured above for the Policy Period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.
This policy issued by a risk retention group may not be subject to all insurance laws and regulations in all states. State insurance insolvency funds are not available to a risk retention group policy.

TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
GENERAL LIABILITY		0002016-A	07/01/2016	06/30/2017	GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS-COMP/OP AGGREGATE	
X	COMMERCIAL GENERAL LIABILITY				PERSONAL ADV INJURY	
					EACH OCCURRENCE	$1,000,000
x	CLAIMS MADE				FIRE DAMAGE	
	OCCURRENCE				MEDICAL EXPENSES	
PROFESSIONAL LIABILITY		0002016-A	07/01/2016	06/30/2017	EACH OCCURENCE	$1,000,000
					ANNUAL AGGREGATE	$3,000,000
OTHER						

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)

Certificate of Insurance issued as evidence of insurance for activities related to the State of New Hampshire

CERTIFICATE HOLDER

State of New Hampshire

CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 DAYS written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

AUTHORIZED REPRESENTATIVES

Contractor Initials RAL
Date 8/18/2016